



**CAPITAL DISTRICT TRANSPORTATION AUTHORITY
(CDTA)
Request for Proposals (RFP)**

RFP TITLE: Uniforms for Bus Operators

RFP NUMBER: CDTA TRANS 22-8000

RFP OPENING: December 17, 2025 1:00PM EST

CONTRACT DURATION: Three Years with Two Optional
Renewal Years

The proposal must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Request for Proposals, Appendix A (Standard Clauses For New York State Contracts), Appendix B (CDTA General Specifications), Draft Agreement and Executive Order 127, and that all information provided is complete, true and accurate. Proposers are requested to retain Appendix A and Appendix B for future reference. Information on Executive Order 127 may be accessed at: <http://www.ogs.state.ny.us/legal/ExeOrder127/overview.asp>

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PLEASE TAKE NOTICE that proposals for **CDTA-TRANS 22-8000 Purchase of Uniforms for Bus Operators** are **due no later than 1:00PM EST on December 17, 2025.** Proposals should be addressed to Stacy Sansky, Director of Procurement, Capital District Transportation Authority, 110 Watervliet Avenue, Albany, New York 12206. Each proposal must be prepared and submitted in accordance with the proposal instructions.

Questions regarding this Request for Proposals are to be submitted IN WRITING to Stacy Sansky, Director of Procurement (sdsansky@cdta.org) NO LATER than **11:00AM EST on November 4, 2025.**

Sample garments will be available for viewing by contacting Stacy Sansky, Director of Procurement using contact information above.

It is the intention of CDTA to negotiate for a contract based upon proposals it receives, but CDTA reserves the right to reject any and all proposals.

The Authority hereby notifies all potential service providers that disadvantaged, minority and women-owned business enterprises will be afforded full opportunity to submit proposals in response to this notice and there will be no discrimination on the basis of race, creed, color, sex, national origin, disability or marital status in the award of the contract or any subcontract.

PROHIBITIONS ON PROCUREMENT LOBBYING: Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between CDTA and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts to influence the procurement process, except as provided in the procurement process (i.e., proposal submissions and interviews, where requested by CDTA) from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by CDTA (“restricted period”). Contacts must be made only by your designated staff unless a specific exception applies. CDTA employees are required to obtain certain information when contacted during the restricted period for purposes designed to influence the procurement process, and make a determination of the responsibility that could result in rejection for contract award or even more serious consequences.

The complete Request for Proposals may be obtained free of charge at our website www.cdta.org on or after October 7, 2025. Only vendors who complete the online vendor registration form will be able to access the RFP.

Dated: October 7, 2025

GENERAL INFORMATION

Important Notice to Potential Proposers:

Receipt of these proposal documents does not indicate that the Capital District Transportation Authority, individually or through one of its operating subsidiaries (referred to herein as “CDTA”) has pre-determined your company’s qualifications to receive a contract award. Such determination will be made after the proposal opens and will be based on our evaluation of your submission compared to the specific requirements and qualifications contained in these RFP documents.

Proposal Preparation: Please complete proposal in a concise manner to include all required information as outlined in Schedule B.

Disclosure of Contacts and Certification of Prior Non-Responsibility

Determinations: Both forms are located in the Required Forms section of the RFP. Along with all other Required Forms these must be completed and returned with the proposal.

New York State Executive Order 127 requires the disclosure of a contact person using the Disclosure of Contacts Form.

If your firm employs anyone to lobby on your behalf, that contact must be identified using the Contractor Disclosure of Contacts Form. Contracts from non-disclosed contacts will be rejected and all such contacts will be reported to New York State.

Proposal Delivery: Proposer assumes all risk for timely and properly submitted proposal delivery. Late proposals will be rejected. CDTA is not able to accept proposals that are delivered after the due

date/time due to error. All proposals received after the due date/time will be returned to the proposer.

Electronic Delivery of Proposals:

Proposals will be submitted electronically over a secure SharePoint link. Use the link provided at www.cdta.org.

Proposal Opening: Proposals are not opened in a public forum. Contents of all proposals will be kept safeguarded during the review and negotiation process to ensure confidentiality and maintain the integrity of the procurement process.

Basis of Award: Contract award will be made based upon a recommendation from the committee appointed to evaluate this procurement. The committee will evaluate proposals based on criteria found in Schedule B of this RFP.

Contract and Insurance Requirements:

Upon award, the successful proposer shall be required to execute any written contract of which the terms and conditions are set forth herein. Any significant exception to the required contract and insurance provisions must be submitted during the technical question period. CDTA will review the exceptions and suggested alterations and will determine if they will be acceptable. CDTA will then notify all proposers via addendum of the accepted changes. Any significant exception to the required provisions that was not submitted during the technical question period will result in a determination that a proposal is non-responsive. Proposers that refuse to execute and return the contract for this reason will forfeit any deposits/bonds if one was required, additionally proposer may be barred from proposals on future CDTA contracts.

CDTA encourages all proposers to review contract and insurance requirements with their legal counsel and insurance provider prior to due date for technical questions to ensure proposer is compliant with terms and conditions.

Requests for Information: Direct contact regarding the substance of this Request for Proposals with any employee of CDTA outside of the Procurement Department is prohibited. If proposers note any irregularity or inconsistency in a Request for Proposals including the described Scope of Work (Schedule A), an inquiry should be submitted in writing by mail to the Director of Procurement no later than November 4, 2025 at 11:00AM. (sdsansky@cdta.org.) Responses will be furnished in the form of an addendum directed to all prospective proposers that have requested the RFP.

Proposal Deviations: If you intend to propose something other than the specified product please submit a Request for Approved Equals prior to the deadline for technical questions. Include in this request how the product will meet the form, function and utility of the requirement. CDTA shall determine if this product will be equal to that requested and if that product will be considered and publish this determination in an addendum issued to all proposers.

Pre-Award Interviews: Where necessary for making a selection, a limited number of proposers may be invited to discuss their proposal with the selection committee established by CDTA.

Dispute Resolution Policy: It is the policy of CDTA to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to CDTA proposal solicitations or contract awards. CDTA encourages vendors to seek

resolution of disputes through consultation with CDTA staff. If a proposer wishes to file a formal protest of award they are afforded that opportunity as well. Formal protests must be mailed to CDTA's Chief Executive Officer (CEO) within seven (7) days of notification of contract award. The CEO will review the protest and the procurement documents and make a final determination in the matter. By submitting proposals, proposers agree that any disputes will be resolved in this manner.

CONTRACT TERMS

Important Notice: CDTA must require that Contractors and Consultants comply with certain State and Federal provisions. In addition, CDTA requires that Contractors and Consultants be fully insured, and that they assume full responsibility for any accidents or loss that they cause, or that occurs because of their work for CDTA. Thus, contract and insurance requirements are provided herewith as part of the General Specifications for the project. IN the event that a proposer is unable to comply with any aspect of these general requirements, they should indicate that in the proposal. Non-compliance may be used as a basis for rejection of the proposal.

Appendix A: All procurements and contracts at CDTA are governed by certain terms and conditions that are spelled out in Appendix A-Standard Clauses for New York State Contracts, revised 2023. These are standard requirements that apply in all contracts with the State of New York and its public entities. The required provisions in Appendix A, attached hereto, are expressly made part of this Proposal Document. Please retain Appendix A for future reference.

Appendix B: All procurements and contracts at CDTA are governed by certain

terms and conditions that are spelled out in Appendix B-Required Clauses as dictated by the Federal Transit Administration, revised 2025. These are standard requirements that apply in all contracts where federal funds are used. The required provisions in Appendix B, attached hereto, are expressly made part of this Proposal Document. Please retain Appendix B for future Reference.

Schedule A-Scope of

Services/Specifications: Schedule A contains the description of the required scope of work and/or product specifications. It describes, in substance, the goods and/or services that CDTA desires to procure. All of these provisions are hereby incorporated by reference.

Conflicts of Terms and Conditions:

Conflicts between documents shall be resolved in the following order of precedence:

1. Contract Form (Draft Attached)
2. Appendix A
3. Schedule A
4. Appendix B
5. Contractor Final Proposal

No Guarantee of Award: The CDTA reserves the right to reject all proposals.

Freedom of Information Law: During the evaluation process, the contents of each proposal will be held in confidence and details will not be revealed (except as may be required under the Freedom of Information Law or other State Law). The Freedom of Information Law provides exemptions from disclosure of trade secrets or information that would cause injury to the competitive position of commercial enterprises. This exemption would be effective both during and after the evaluation process. Should you feel that your proposal contains trade secrets or other

confidential or proprietary information you must submit a request to except such information from disclosure. Such a request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a proposal from disclosure have generally been found to lack merit and are discouraged. You must limit any requests for exemption of disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

Responsibility of Proposers: Proposals will be accepted from established manufacturers, authorized dealers, and firms holding appropriate licenses/certifications to perform the required work. By submitting a proposal firms guarantee they can fulfill the requirements of their obligations under any resultant contract with the CDTA, and that it will provide any certifications of such.

CDTA reserves the right to investigate or make any inquiry into the capabilities of any proposer to properly perform under any resultant contract.

Proposer must be financially stable and able to substantiate the financial statements of its company. CDTA may request documents that show proposers ability to service a contract of similar size through past sales history. CDTA reserves the right to request additional documentation from proposers and to request reports on financial stability from independent financial rating services. The CDTA reserves the right to reject any proposer who is not able to demonstrate financial stability sufficient for the scope of the proposal, or who refuses to provide the

requested evidence of financial stability within five (5) days of its request.

References: All proposers must provide a minimum of five (5) references including references from two of the proposer's largest applicable customers. Reference information will be listed on the Reference Form contained herein as part of the Required Forms.

CDTA staff/projects may not be included as a reference.

Pre-proposal Meetings: Not applicable.

Short Term Extensions: In the event the replacement contract has not been issued, any contract let and awarded hereunder by the CDTA, may be extended unilaterally by the CDTA for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

Protest Procedures: Pre-Proposal Opening Protests. If an Offeror can demonstrate that the Contract Documents issued by CDTA are unduly exclusionary and restrictive or that federal, state or local laws or regulations have been violated during the course of the procurement, then the Offeror may seek a review by the Chief Executive Officer or his appointed representative, at 110 Watervliet Avenue, Albany, NY 12206. Protests shall be clearly identified as Protests and submitted in writing as early as possible; but no later than five business days before

proposal opening. Within four business days after receipt of a pre-proposal protest, the Chief Executive Officer shall make one of the determinations listed in the paragraph entitled Rulings on Protests.

Post-Proposal Opening Protests. A protest to the acceptance or rejection of any or of all offers or bids to a contract, or to the award thereof, or to any such action proposed or intended by CDTA must be received in writing by the Chief Executive Officer no later than five business days after the protesting party first learned, or reasonably out to have learned, of the action or the proposed or intended action to which he/she protests.

In the event the protester alleges that the Chief Executive Officer or the representative appointed by the Chief Executive Officer to serve as Decision-Maker for the particular protest, engaged in improper conduct during the subject procurement, the General Counsel shall serve as the Decision-Maker.

Rulings on Protests. Within ten business days, the Chief Executive Officer shall render one of the following determinations:

- A. Protest is overruled.
- B. Protest is substantiated. Chief Executive Officer shall issue instructions to remedy issues relating to the protest.
- C. Procurement activity is suspended until written notification by the Chief Executive Officer.

The determination shall be in writing and shall provide at a minimum a general response to each material issue raised in the protest. All documents submitted by the

Protester and/or CDTA staff and reviewed by the Decision-Maker in the reaching of a determination shall form and be retained by CDTA as the formal record of the dispute resolution process.

The issuance of the foregoing determination is CDTA's final determination is CDTA's final decision of the dispute.

All interested parties shall be notified of any protests that are filed. CDTA shall refrain from awarding a contract within five business days of the date of a decision rendered by the Chief Executive Officer regarding a protest, unless CDTA determines that:

- a. The items to be procured are urgently required.
- b. Delivery or performance will be unduly delayed by failure to make a prompt award.
- c. Failure to make a prompt award will otherwise cause undue harm to CDTA or the federal government.

Notification. CDTA will notify FTA when a protest is received for procurements that are federally funded. If CDTA denies a bid protest we are required to inform FTA.

Performance Security Not applicable.

Special Requirements for Architectural and Engineering Procurements:

Not applicable.

Small Business Utilization: CDTA encourages participation of small business

entities both as prime and subcontractors, as well as material suppliers.

Disadvantaged Business Enterprise (DBE) and Minority/Women-Owned Business Enterprise (MWBE): CDTA has a strong commitment to using DBE and/or MWBE vendors on all our projects. Vendors may prime contractors, subcontractors, trucking firms, inspectors, manufactures and other applicable trades. More detailed information regarding DBE and MWBE programs is available in Schedule B.

Federal Clauses to be included in subcontracts for federally-funded procurements. Not applicable.

SCHEDULE A-SCOPE OF WORK

To ensure uniformity of appearance and to maintain a professional and positive “public image” for its transportation employees, CDTA revenue vehicle operators and uniformed supervisory personnel are provided an annual uniform allowance for the purchase of authorized uniform items.

CDTA seeks a new contract for these uniforms. The contract term shall be for three (3) years with two (2) optional renewals. The renewal options are at the sole discretion of CDTA. The contract shall commence on or about March 1, 2026.

OBJECTIVE

To secure a multi-year contract to provide new and replacement uniform articles for approximately 475 employees. The Contractor will provide everything necessary including, but not limited to: long sleeve shirts, short sleeve shirts, polo shirts, pants, shorts, jacket, sweaters, hats, etc., in accordance with the schedules established hereunder.

CDTA employs 475 operators and 40 supervisors/dispatchers when fully staffed.

The specified uniform articles and accessories are listed in the Product Descriptions. The proposer shall propose a year 1 price on all the specified items or as many as the proposer can provide.

ADDITIONAL PRICING

Subsequent year pricing (years 2-5) will be adjusted based on the Producers Price Index for Apparel Manufacturing (PCU315315).

SCOPE OF SERVICE

General

The successful proposer shall be responsible for developing and overseeing a program to accomplish the ordering, fitting, alterations, distribution, and billing for each individual employee.

Brand Names

Whenever reference to a specific “Brand Name” is made in the specifications, it is to be considered solely illustrative, and is used merely to describe a component which has been selected by CDTA as best meeting the specific minimal operational, design, performance, capacity, maintenance, quality, and reliability criteria of the desired end product. Wherever a “Brand Name” appears, the term “or approved equal” shall be automatically inferred.

Brand names have been included to further illustrate the exact products CDTA is currently utilizing.

Locations, Packaging & Delivery

CDTA has four transportation facilities located at:

- 110 Watervliet Ave Albany, NY 12206
- 40 Hoosick St Troy, NY
- 2401 Maxon Road Ext Schenectady, NY
- 495 Queensbury Avenue, Queensbury, NY 12804

The Contractor shall ship/deliver the ordered items in individual packages with a label bearing the operator's name to their home or designated address provided. Each package shall be shipped with tracking via Contractor economical carrier of choice (USPS is preferred). There shall be no charge for shipping/tracking.

In the *rare case* that uniforms must be shipped to a CDTA location delivery may be made between the hours of 9:00a.m. and 3:00p.m. Monday through Friday-to the attention of the Administrative Assistant for Transportation of that division. CDTA must be notified in advance of shipping to any of the four transportation facilities. **CDTA will not be the defacto shipping address.**

Lead times for delivery shall be within ten (10) business days from date of order. Any deliveries made more than ten (10) business days after the due date will be assessed a late fee of **five percent (5%)** of the total invoice due to the Contractor except for custom sizes. (Custom sizes are any size of 4XL and/or 48" waist or larger.) Custom sized items must be received within twenty-one (21) business days from date of order.

QUANTITIES/UNIFORM ALLOWANCES

Due to normal fluctuations in staffing approximately 70-100 replacement operators are hired each year. Sometimes, these new hires are additions to our staff, in most cases though they are to replace operators no longer with CDTA. Upon hire each operator receives a \$600.00 Uniform Allowance. During each year of employment operators receives Uniform Allowance to allow for the purchase of replacement pieces and new uniform pieces to supplement their CDTA wardrobe.

The current Collective Bargaining Agreement anticipates the below uniform allowances:

Effective Date	New Allowance
June 13, 2026	\$480
June 13, 2027	\$490
June 13, 2028	\$500
June 13, 2029	\$510

At a minimum, a new hire needs to purchase:

Quantity	Item Description
2	Long Sleeve Tropical Style Shirt
2	Short Sleeve Tropical Style Shirt
1	Long Sleeve Sweater
2	Pants
2	Polo Short Sleeve Shirts
2	Polo Long Sleeve Shirts
1	Winter Jacket

Measurements

Employees to be measured on the property at the convenience of the CDTA no later than 10 days after agreement is executed by both parties. All measurements to be taken at each of CDTA's 4 divisions listed in "Locations, Packaging & Delivery".

After initial measurements are made of all employees at the commencement of the new contract, Contractor shall arrange with CDTA Contract Administrator to visit each CDTA location at least one time per year to offer employees the opportunity to have new measurements. Contractor shall upload those new measurements into their website within five (5) business days.

NOTE: CDTA is a 24/7 operation with most bus operators working from the Albany location. Therefore, all measurement days should include two days for the Albany location and hours that span past "normal" business hours at all three locations. (Example-offering some opportunities for measurements in the evening)

All new hires/trainees will be measured for uniforms on the first Wednesday after their start date at 85 Watervliet Ave, Albany, NY 12206 (Safety & Training Department). The CDTA Contract Administrator will notify Contractor of new hire start dates.

Ordering Process

1. The Contractor shall provide an account representative to manage all aspects of the account.
2. The Contractor shall provide an online order system.
 - a. CDTA will assign a Contract Administrator (Generally, this person will be the administrative assistant to the Albany Operations Department).
 - b. The CDTA Contract Administrator will update the Contractor ordering website with employees who are eligible to place orders as well as their available uniform allowance. The CDTA Contract Administrator will update the website with new hires and terminations as needed but no less than one time per month.

- c. The Contractor will automatically deduct the cost of the uniform pieces from the employee's available balance.
 - i. If an employee submits an order that is over the amount available in their uniform allowance a personal credit card will be required for that remaining balance.
- d. The Contractor will not allow employees to make any purchases with CDTA funds OR bearing the CDTA logo/patches/emblems (regardless of payment type) that has not received prior approval by CDTA.
- e. Ideally, the online order system will contain each employees' measurements and can be updated as required. This is not required but preferred.
- f. Orders will be shipped to employee home or designated address as outlined above in "Locations, Packaging & Delivery". CDTA locations will not accept employee deliveries.

Warranty, Returns, Credits & Defective Merchandise

Items will be deemed accepted once ten (10) calendar days have passed since receipt of order without report to the Contractor that the item is defective and/or item does not fit properly. The Administrative Assistant for the Albany Division shall be responsible for notifying the Contractor of any defective products/returns etc.

In the event that a defect exists, corrections shall be made within ten (10) business days of notice of non-acceptance. Return shipping shall be at the expense of the Contractor via pre-paid mailing label.

CDTA will not make payments for items that do not fit properly or are defective until a correction has been made to CDTA and the employees' satisfaction.

All products must be eligible for exchange or credit within ten (10) business days from receipt. Garments will be in unworn/washed condition to be eligible for exchange or credit.

Each product must carry a manufacturer's warranty for defects.

Alterations (tailoring, embroidery, and application of emblems) must have a six (6) month warranty for workmanship and must be redone/replaced by the Contractor if necessary.

Embroidery, Emblems & Patches

Samples of the patches will be provided to the Contractor who will be responsible for sourcing patches and emblems.

CDTA logo and U.S. Flag / Union logo needs to be embroidered on shirts only. The CDTA logo is on front left of shirt when worn and the Flag/Union logo right arm. Jackets just have the CDTA logo on them.

CDTA logo shall be embroidered on all other items including hats.

CDTA Logo is below.



Gender & Size Requirements

All items provide by the Contractor shall be offered in a complete fit line for both male and female unless the product is classified as unisex.

Shirt, jacket, and coat buttonholes for female employee uniforms shall be placed on the opposite side, as compared with the male employee uniforms.

Shirts, jackets, and coats for female employees shall be of the same design and materials as those for male employees. Items shall be made to fit, including the addition of a bodice, if necessary.

Standard sizing shall range from size small-3XL. Any size of 4XL/48" waist or larger, or smaller than size small shall be considered a custom size. As previously stated, custom sized items must be received within twenty-one (21) business days from date of order. **NOTE: Contractor shall expect to size up to at least a 7XL.**

Samples

CDTA will ask for sample garments or fabric swatches from proposers that they are strongly considering awarding a contract. Please have sample shirt and pant (or fabric swatches) available no later than December 17, 2025. The Director of Procurement will request these items from specific vendors at the discretion of CDTA.

Product Descriptions

Product descriptions are included below. This information describes the current products being used for bus operator and supervisor uniforms.

NOTE: Estimated annual quantities were determined by factoring number of new hires and the actual purchases from the previous calendar year.

CDTA TRANS 22-8000 UNIFORMS FOR BUS OPERATORS

Item	Mfg.	Style #	Color	Fabric	Design	Sizes	Emblem	Est. Annual Quantity
Winter Jacket w/Liner (Supervisors Only)	First Tactical Hi Vis Reversible Duty Jacket		Two tone reversible Jacket (supervisors title, first name and ID embroidery)	Taslan	CDTA logo embroidered, Supervisor embroidered on right breast of jacket, Black Scotchlite lettering, Scotchlite striping added to coat	XS-6XL	CDTA logo embroidered on left breast of jacket.	5
Spring Jacket (Supervisors Only)	Port Authority		Port Authority Soft Shell Jacket	Taslan	CDTA logo embroidered, Supervisor embroidered on right breast of pocket	XS-6XL	CDTA logo embroidered on left breast of jacket.	5
DeOperator Bag (Brief)	Toppers	5213	Navy	Nylon	CDTA logo embroidered	NA	CDTA emblem	70-100
Winter Beanie Hat	Blauer	160	Navy	Poly/Wool	CDTA logo embroidered	One Size	CDTA emblem	70-100
Winter Hat	Blauer	125	Navy	Poly/Wool	CDTA logo embroidered	One Size	CDTA emblem	70-100
Jacket w/Liner (Operator Only)	-Port Authority Ranger 3in1 Jacket		Winter Jacket w/Liner - Port Authority Ranger 3in1 Jacket	Outer shell is 2 ply textured nylon with polyurethane water-resistant coating on the backside. The permanent lining is black 100% nylon taffeta, weight 1.8 Oz per sq yd.	26" long waist length, water resistant, featuring 2 inverted pleated patch pockets with mitered flaps and side entry, front and back upper body yokes for concealed Velcro detachable panels, attached epaulets, inside storm fly, zippered side vents, elasticized cuffs with added Velcro tabs for adjustability. Telescopic sleeves, inner pockets, removable low denier soft touch liner, optional lined hood with toggled drawstring and adjustable snaps closure	XS-6XL	CDTA embroidered on left breast of jacket.	70
Feather Weight Raincoat W/Waterproof Breathable Fabric	Elbeco	9690	Black reversing to fluorescent yellow	Waterproof breathable membrane laminated between a 2.18oz per square yard, 100% textured polyester, 70 denier plain weave face fabric and knit polyester tricot	Reversible featherweight water/windproof breathable full-length raincoat. ANSI/ISEA 107 Class II certified (Hi-Vis Yellow only). Adjustable neck and cuff closures. Double snap-over storm fly front. Go-through side openings. High-contrast Scotchlite reflective trim around chest, back, sleeves and cuffs. Reversible to high visibility fluorescent with	Reg : XS-3XL Tall: M-3XL	CDTA patch to be supplied	70

				backing fabric resulting in washable waterproof material with high moisture vapor transmission, blood borne pathogen and common chemical resistance. Both sides of the fabric shall be treated with a durable water repellent finish.	reflective trim. Waterproof front zipper with sport collar zips to top. Front pockets with waterproof zippers on both hi-vis and dark sides.			
Male Cargo Pocket Walking Shorts	Elbeco	Tektwii E714	Midnight Navy	(Galey & Lord Style #1906) 65% Fortrel Polyester/35% vat dyed Combed Cotton two ply twill weave, weighing 7 oz per square yard with 6-8% engineered filling stretch. Minimum construction: 92 warp x 56 filling yarns per square inch. Must be treated for permanent fluid resistance, fabric appearance, durability all while maintaining fabric breathability.	Shall be made on a uniform short pattern, having a plain front with quarter top front pockets, two back pockets and two double entry cargo pockets positioned on each leg outseam. The inseam shall be 8 ¼” in length. The finished leg shall feature a minimum of 2” hem sewn with a blind stitch.	XS-5XL	No emblem	100
Woman’s Cargo Walking Short	Elbeco	E9714	Midnight Navy	(Galey & Lord Style #1906) 65% Fortrel Polyester/35% vat dyed Combed Cotton two ply twill weave, weighing 7	Shall be made on a uniform short pattern, having a plain front with quarter top front pockets, two back pockets and two double entry cargo pockets positioned on each leg outseam.	XS-5XL	No emblem	100

				oz per square yard with 6-8% engineered filling stretch. Minimum construction: 92 warp x 56 filling yarns per square inch. Must be treated for permanent fluid resistance, fabric appearance, durability all while maintaining fabric breathability.	The inseam shall be 8 ¼” in length. The finished leg shall feature a minimum of 2” hem sewn with a blind stitch.			
Men’s Trousers	Elbeco	Tex-Trop E314	Dark Navy Blue	Fabric must have permanent moisture control, superior breathability, soil and wrinkle resistance, color matching and color retention and easy to care for. Fabric is to be 11.5 to 12 oz per linear yard, gabardine weave with mechanical stretch. 100% texturized polyester. Must have proof of water resistance	Shall be made on a uniform pattern, having a plain front with quarter top front pockets, 7/8” belt loops and two back pockets.	XS-5XL	No emblem	1000
Woman’s Trouser	Elbeco	E9314	Dark Navy Blue	Fabric must have permanent moisture control, superior breathability, soil and wrinkle resistance, color matching and color retention and easy to	Shall be made on a uniform pattern, having a plain front with quarter top front pockets, 7/8” belt loops and two back pockets.	XS-3XL	No emblem	1000

				care for. Fabric is to be 11.5 to 12 oz per linear yard, gabardine weave with mechanical stretch. 100% texturized polyester. Must have proof of water resistance				
Male & Female Long Sleeve Tropical Weave Shirt	Elbeco	Elbeco Tex Trop	Operators: Royal Blue (Reg) Red (905 BRT) Purple (910 BRT) Blue (922/923BRT) Supervisors: Gray	Fabric must have permanent moisture control, superior breathability, soil and wrinkle resistance, color matching and color retention and easy to care for. Fabric is to be 9.5 to 10 oz per linear yard, tropical weave with mechanical stretch. 100% texturized polyester. Fabric is enhanced with NANO-DRY technology by Burlington (Style 618)	Shirts will be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts to have permanent sewn-in military stitches. It is imperative that this garment be constructed according to the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs are to be single stitched ¼” from edge. The pockets and flaps shall be single stitched on the edge.	XS-6XL	CDTA embroidery over left breast, ATU logo on right shoulder sleeve.	1,600
Male & Female Short Sleeve Knit Polo Shirt	Elbeco	5130	Operators: Royal Blue (Reg) Red (905 BRT) Purple (910 BRT) Blue (922/923BRT) Supervisors: Gray	100% polyester circular knit Swiss pique, 7.25 oz/sq. yd. Must provide UV protection and wick moisture away from body. Fabric is to be colorfast, abrasion resistant, and pill-proof. The	Shall be a loose fit polo style knit short sleeve shirt with gusseted side panels, three button front placket, rib knit collar, mic loop and sleeve welts. All measurements will be taken without stretching the material.	XS-6XL	CDTA embroidery over left breast, ATU logo on right shoulder sleeve.	1,300

				permanent anti-microbial technology is odor, mildew and 99.9% bacteria resistant					
Male & Female Long Sleeve Knit Polo Shirt	Elbeco	5130	Operator: Royal Blue (Reg) Red (905 BRT) Purple (910 BRT) Blue (922/923 BRT) Supervisors: Gray	100% polyester circular knit Swiss pique, 7.25 oz/sq yd. Must provide USV protection and moisture wicking from body. Fabric colorfast to bleach, resistant to oil and proof. The anti-microbial technology is odor, mildew and 99.9% bacteria resistant	Shall be a loose fit style short sleeve shirt with gussets, side buttons, front three button placket and sleeve welts. All measurements will be taken without stretching the material.	XS-XL	CDTA embroidery on left breast, over AFU logo on right breast, AFU logo on right shoulder sleeve.	290	1,300
				bacteria resistant					
Baseball Cap	Elbeco OR Swift Galey	Cap10 1906	Operators: Dark Navy (Reg) Red (905 BRT) Purple (910 BRT) Royal Blue (922/923 BRT) Supervisors: Gray	65% Fortrel Polyester/35% Cotton vat-dyed two ply twill weave, weighing 7 oz per square yard with 8% engineered filling stretch. Minimum construction: 92 warp x 56 filing yarns per square inch. Must be treated with spill resistant technology.	Cap to have six panels, small embroidered eyelets on each panel for ventilation, sweatband and covered button. The visor is pre-curved wit 2 rows of top stitching. The front two crown panels will be lined with grey mesh fusing. An adjustable backstrap will be made with self-fabric and Velcro	NA	Direct embroidery on cap	70	
Driving Gloves	Hatch	SG22T	Black	Cowhide	Inverted seams, sewn with nylon thread, adjustable Velcro closure wit open knuckle holes.	XS-2XL	NA	70	
Winter Gloves	Finger Fashion	7314	Black	Full Grain Cowhide	Thinsulate type insulation, inverted seams, sewn with nylon thread, sheared wrist with 3 rows of silking on back.	XS-2XL	NA	70	

CDTA TRANS 22-8000 UNIFORMS FOR BUS OPERATORS

Socks	Pro Feet	22OU	Navy	98/2 Cotton Lycra	Crew length sock	10-13	NA	100
Leather Insulated Boot	Rocky	8032/4044	Black	Cordura nylon and leather	High boot with thinsulate lining, 8" lug soles, removable polyurethane foam foot bed for comfort.	Male M&W-7-12, 13, 14 XW 8-12 Female M&W 5-10	NA	70
Plain Toe Flat Sole Oxford	Rocky	911-100/911-201	Black	Full Grain Leather	Plain toe flat sole oxford with slip resistant sole	Male M&W-7-12, 13, 14 XW 8-12 Female M&W 5-10		70
Two Tone Reversible Jacket (Supervisors)	TSA Ansi 3	JA961	Navy		CDTA emblem left breast, "Supervisor" in white embroidered on left breast above emblem.	XS-6X		5

The below list of items to be accepted as Approved Equals:

- Winter Jacket w/Liner (supervisor) - Port Authority Ranger 3in1 Jacket
- Spring Jacket - Port Authority Soft Shell Jacket
- Operator Bag - Port Authority Messenger Brief Case
- Winter Beanie Hat - Flexfit Coolmax Beanie
- Winter Hat - Flexfit Classic Thinsulate Cuff
- Jacket w/Liner (operator) - Elbeco - No Change
- Feather weight rain coat - First Tactical Hi Vis Reversible Jacket
- Male Cargo Pocket Walking Shorts - First Tactical V2 Tactical Shorts
- Woman's Cargo Walking Short - First Tactical V2 Tactical Shorts
- Men's Trousers - First Tactical V2 Tactical Pant (Cargo) or V2 Pro Duty Uniform Pant (Non-Cargo)
- Women's Trousers - First Tactical V2 Tactical Pant (Cargo) or V2 Pro Duty Uniform Pant (Non-Cargo)
- Male & Female Long Sleeve Tropical Weave Shirt - Elbeco - No Change
- Male & Female Knit Polo Shirt - First Tactical Performance Polo
- Baseball Cap - First Tactical Adjustable Uniform Hat
- Driving Gloves - Damascus Full Finger Leather Driving Gloves
- Winter Gloves - Damascus Thinsulate Dress Gloves
- Socks - Bates Cotton Crew Sock
- Leather Insulated Boots - Bates GX-8 insulated Side Zip with Gortex
- Plain Toe Oxford - Bates Men's high Shine Duty Oxford
- Two tone reversible Jacket (supervisors) - First Tactical Hi Vis Reversible Duty Jacket

*Requests for approval of items not on this list will be considered if submitted by November 4, 2025 at 11:00AM. Please be prepared to provide a sample upon request-samples shall be labeled with vendor name and return shipping details.

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM &
MINORITY AND WOMAN BUSINESS ENTERPRISE PROGRAM**

SERVICE-DISABLED VETERAN OWNED BUSINESS ENTERPRISE PROGRAM

All prime contractors are encouraged to utilize Disadvantaged Business Enterprise (DBE) certified vendors and/or vendors certified as Minority and/or Women Owned Businesses (MWBE) and/or Service-Disabled Veteran Owned Business (SDVOB) with the State of New York. (See below for links to registries to search for DBE, MWBE and SDVOB businesses.)

Vendors may be certified as DBE's through the DOT/FTA Unified Certification Program and/or through the New York State Empire State Development program as M/WBE's. The SDVOB program is also thru New York State.

CDTA has strong commitment to utilizing D/M/WBE and SDVOB vendors on all of our projects. Vendors may be used as prime contractors, specialty trade contractors, trucking/hauling, inspection, commodity purchase and other areas that have D/M/WBE's & SDVOB's available.

The prime contractor awarded a contract for this work will be required to indicate what level of participation they intend to utilize on this project and will be required to provide a monthly cost summary of money paid to all D/M/WBE's and SDVOB's in association with this project.

Please utilize the below listed directories to locate certified D/M/WBE's and SDVOB's Firms that are not found in one directories will not count toward participation for this project.

New York State Program: <http://www.esd.ny.gov/MWBE/directorySearch.html>

DOT/FTA Program: <http://www.nysucp.net/>

SDVOB Program: <https://online.ogs.ny.gov/SDVOB/search>

SCHEDULE B-PROPOSAL

Proposals are due no later than December 17, 2025, at 1:00PM EST

Proposal delivery details are outlined in the General Information of the RFP.

Procurement Schedule:

RFP Issued	October 7, 2025
Pre-Proposal Meeting	None Scheduled
All Questions, Requests for Clarification and Approved Equal Due	November 4, 2025 11:00AM EST
Proposals Due	December 17, 2025 1:00PM EST
Tentative Short List Interviews	January 2026
CDTA Contract Award	January/February 2026
Notice to Proceed	February/March 2026

Selection Criteria:

The Proponent's Experience & Performance in Managing a Uniform Program 30%

- Proponent must provide details of experience managing a uniform program and how they would manage one for CDTA. Please include details on how the CDTA program will run, paying specific attention to providing information on store hours/locations, how measurements will be obtained and your online ordering process. The online program is essential to a successful uniform program-be prepared (upon request) to provide CDTA access to your online order platform to test features.
- Additionally, discuss how proponent will manage defective merchandise, and any clothing deemed to be ill-fitting and requiring replacement.
- Suggestions of ways to improve the efficiency and cost effectiveness of the CDTA uniform program.

Cost 30%

- Provide pricing for each item requested for year 1 of the contract. Any future price adjustments shall be tied to the Producers Price Index for Apparel Manufacturing (PCU315315).
- A price sheet has been provided in Excel format so you may type prices, to include with your submittals.

Lead Time from Order to Receipt 30%

- Delivery requirements are outlined in Schedule A. Inability to meet delivery requirements will make proposal subject to rejection. Proponent with best lead times within CDTA requirements will receive most points.

Percentage of U.S. made goods* 5%

- Provide this information on price sheets.

**Participation by a MWBE Certified Vendor and/or
Service-Disabled Veteran Owned Business**

5%

- Only firms that are certified as M/WBE through New York State Economic Development will receive this credit. Additionally, only firms certified as a Service-Disabled Veteran Owned Business through the New York State program will be eligible for this credit. Proof of certification is required for either program.

PROPOSAL SUBMITTAL CHECKLIST

Include a completed copy of this checklist with your proposal.

Check off when completed/ included	Description
	Cover Letter that includes the name, title, phone and email address of the person designated to answer questions related to your proposal and negotiate a contract.
	References from three (3) similar engagements that include complete contact information and an overview of number of employees outfitted and volume of uniforms purchased annually.
	Executive Summary detailing company capabilities and credentials of staff assigned to this project.
	Overview of the processes for measurements, ordering, lead times, shipping and returns . The ability to see a test version of your web-based order system is desirable.
	Itemized Price Proposal to include: <ul style="list-style-type: none"> Year 1 pricing for all items. Subsequent year pricing will be adjusted based on the Producers Price Index for Apparel Manufacturing (PCU315315). A fillable price list is available at www.cdta.org as a separate download.
	Completion of all Required Forms
	Completion of D/MWBE SDVOB participation form <i>If there is no participation please write "NA". "TBD" IS NOT AN ACCEPTABLE ANSWER.</i>
	Confirmed that company is registered with the System for Award Management (SAM.gov). All vendors doing business with CDTA MUST register at www.sam.gov) For more information visit : https://www.fsd.gov/gsafsd_sp?id=kb_category&kb_category=2ad0cfc81b4f64108aa3a8eae54bcbf5
	Upload proposal to CDTA website at: https://cdtagov.sharepoint.com/:f:/s/ProcurementBids/Emp6RtsUpypJqjtWuUg76R8BsUvYgbSyLw102hg5gNBoPg

***Note: The included agreement is included for review only.
You are not required to sign and return this agreement with your proposal.**

PAYMENTS TO SUBCONTRACTORS FORM -CDTA

Project Name: _____

Prime Contractor: _____

Federal ID No: _____

Address: _____

City/State Zip: _____

Telephone: _____

Fax: _____

Project Cost: _____

Project Completion Date _____

Reporting Period: _____ Month _____ Year Date Prime Contractor Paid for Reporting Period: _____

M/W/DBE Firm Participating on Project	Federal ID No.	D/M/W/Dual Or SDVOB	Payments Made this Month	Payment Date	Payments Made to Date

Information provided by: (Print Name & Sign) _____ Date: _____

Form must be completed on a monthly basis for the entire project-even if no payments are made that month.Send completed forms to Stacy Sansky, CDTA DBE Officer: email: sdsansky@cdta.org

THIS AGREEMENT, is made this ____ day of _____, 20__ by and between the **Capital District Transportation Authority or its subsidiary corporation (hereinafter referred to as “CDTA” or “Authority”)**, whose principal office and place of business is at 110 Watervliet Avenue, Albany, New York 12206 and _____, whose principal office and place of business is at _____

(hereinafter “Vendor”):

WHEREAS, the vendor is willing to contract for the construction/sale and delivery of certain commodities to CDTA upon the terms and conditions hereinafter set forth;

NOW, WITNESSETH: That CDTA and Vendor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SPECIFIC DESCRIPTION OF COMMODITIES TO BE PROVIDED:

CDTA agrees to and hereby does retain and employ the Vendor and the Vendor agrees to provide such commodities as set forth in the Specifications attached hereto and made a part of this Agreement as Schedule A, identified as **Contract No. CDTA TRANS 22-8000** and in accordance with the terms of this agreement and the schedules and appendices annexed hereto and made a part hereof, to assist CDTA in carrying out its purposes as set forth in Chapters 460 and 461 of the Laws of 1970, as amended, and Vendor agrees to be duly licensed (if necessary) at all times during the performance of this agreement.

ARTICLE 2. PROVISIONS FOR PAYMENT:

- A. CDTA shall pay to the Vendor and Vendor agrees to accept as full compensation for the commodities under this agreement, the fee as set forth in the accepted Proposal and/or Pricing Schedule contained in the Proposal, a copy of which is annexed as Schedule B with the qualification that CDTA is tax exempt as provided by NY Public Authorities Law section

1316, and the prices need to be adjusted accordingly.

- B. Unless the proposal should indicate otherwise, the method of paying for the labor, materials, or commodities set forth in Schedule A of this agreement shall be governed by CDTA’s “Prompt Payment Policy” that may require, among other things, the execution of a Purchase Order and submission of invoices by the Vendor whereupon payment shall be due within thirty days of invoice, purchase order and acceptance of delivery to CDTA.

ARTICLE 3. VENDOR’S LIABILITY:

The Vendor assumes all responsibility for and agrees to release, indemnify, defend, and save harmless CDTA from and against all loss of life or property or damage to person or property of any person, firm or corporation including CDTA, its subsidiaries, and all their members, officers, directors, agents and employees arising or resulting directly from or by reason of any defect in the commodities under this agreement and for any claim or claims, cause or causes of action for loss, injury or damage caused by the negligence of the Vendor or any of its agents, servants, employees or distributors, or without negligence or otherwise, and from and against any and all claims, demands, actions, judgments, compensation awards, costs, expenses and liability of any name and nature arising or resulting from any such loss, injury or damage relating to said product.

ARTICLE 4. NOTICES:

All notices required or permitted under this agreement shall be in writing and shall be deemed sufficiently served if sent by Registered or Certified Mail to the addresses set forth in the initial paragraph of this agreement. Either party may at any time designate a different address by giving notice as provided above, to the other party.

ARTICLE 5. COMPLIANCE WITH APPENDIX A (NEW YORK STATE) AND APPENDIX B (FEDERAL) REQUIREMENTS:

The terms and conditions of this contract are governed by certain provisions required by the State of New York

and the Federal Transit Administration, both of which provide funding to CDTA. These terms, conditions and requirements as set forth in appendices A and B are hereby incorporated by reference and shall be deemed a part of this agreement and binding upon the parties hereto and enforceable by CDTA, the State of New York and the Federal Government.

As required by the annexed appendices, Vendor agrees to provide all of the necessary certifications, affidavits and disclosures as contained in the Invitation for Bids, Request for Proposals or attached appendices. In the event that a required form is not submitted before the execution of this agreement, Vendor agrees to furnish such documents upon written demand by CDTA until the contract expires.

ARTICLE 6. TERM OF AGREEMENT AND PUNCTUALITY:

It is intended that the parties will exert their best efforts so that the Vendor will complete this agreement in a punctual manner. Any specific term for this agreement shall be set forth in the Specifications and Proposal (Schedule A and B), but under no circumstances shall this term extend more than five years beyond the date first stated in this agreement, subject to any extensions upon which there may be agreement to the parties.

ARTICLE 7. MANNER OF PERFORMANCE:

The Vendor is engaged in an independent business and agrees to provide goods and/or perform services in the manner of and as an independent Vendor, and not as a sub-Vendor, agent or employee of CDTA. The Vendor shall perform directly, without sub-contracting, at least 50% of the services required to be performed under this contract (amount of services to be measured by the reasonable value thereof). In coordination with CDTA, the Vendor shall exercise full control and supervision over the employment, direction, compensation and discharge of its officers and employees and of all persons assisting in the performance of the contract services.

ARTICLE 8. RISK OF LOSS:

The risk of loss from any casualty to the material regardless of cost thereof shall be on the Vendor until

the material contracted for herein has been delivered and accepted by CDTA.

ARTICLE 9. COPYRIGHT/PATENTS:

Vendor shall avoid infringements of any copyright or patent rights in the performance of the contract. Vendor hereby agrees to hold harmless and indemnify CDTA and its subsidiaries and employees from any claims of patent or copyright infringement related in any way to the use of the goods or services to be provided under this contract.

ARTICLE 10. INTERCHANGE OF DATA:

All technical data in regard to this agreement and/or the goods and services to be provided, whether (a) existing in the office of CDTA, or (b) existing in the office of the Vendor, shall be made available to the other party to this agreement without expense to such other party.

ARTICLE 11. WARRANTY OF TITLE:

No material, supplies or equipment to be installed or furnished under this agreement shall be purchased by Vendor subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Vendor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and shall deliver the same together with all improvements and appurtenances constructed or placed thereon by Vendor to CDTA free from any claims, liens or charges. The provisions of this paragraph shall be inserted in all sub-contracts and material contracts and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

ARTICLE 12. WARRANTIES:

Neither the final payment nor any provision in this agreement nor partial or entire use of the goods or work embraced in this agreement by CDTA or the public shall constitute an acceptance of work not done in accordance with the agreement or relieve the Vendor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship.

Delivery of the goods and/or services by the Vendor shall be construed as a warranty by said Vendor that said material is both in good operating and usable condition and fit for the purpose intended in accordance with the General and Detailed Specifications herein. Such warranty is supplemental to and will not be a substitution for warranties implied or deemed to be made under the law. In addition, the Vendor shall assign, convey or transfer to CDTA **all** rights and benefits under the material manufacturer's warranties available to or previously given to the Vendor.

For a period of one year from the date of completion, as evidenced by the date of final acceptance of the work, the Vendor warrants that work performed under this agreement conforms to the agreement requirements and is free of any defect of equipment, material or workmanship performed by the Vendor or any of his sub-Vendors or suppliers. Under this warranty, the Vendor shall remedy, at its own expense any such failure to conform or any such defect.

ARTICLE 13. CODE OF ETHICS:

CDTA specifically agrees that this agreement may be canceled or terminated if any work under this agreement is not performed in accordance with the provisions of Section 74 of the New York State Public Officer's Law, as amended, as set forth more fully in Appendix A.

ARTICLE 14. TAXES, ROYALTIES AND EXPENSES:

The vendor shall pay all taxes, royalties and expenses incurred in connection with the production or delivery of the goods and/or services furnished to CDTA pursuant to this agreement.

ARTICLE 15. COLLUSION:

The Vendor represents there was no collusion whatsoever with the making of any bid connected with this Agreement.

ARTICLE 16. VALIDITY OF PROVISIONS:

The Vendor agrees that if any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, if such

remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 17. INSURANCE REQUIREMENTS:

Insurance requirements set forth below do not in any way limit the amount or scope of liability of Vendor under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage the CDTA is willing to accept to help insure full performance of all terms and conditions of this Agreement. All insurance required by Vendor under this Agreement shall list CDTA and its subsidiaries as additional insured and **shall meet the following minimum requirements:**

17.1 Certificates; Notice of Cancellation

On or before the effective date and thereafter during the Agreement term, Vendor shall provide the CDTA with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised, or non-renewed without at least thirty (30) days prior written notice being given to CDTA. Insurance must be maintained without any lapse in coverage during the Agreement term. Insurance allowed to lapse without CDTA consent shall be deemed an immediate event of default under this Agreement. The CDTA shall also be given certified copies of Vendor's policies of insurance, upon request. Failure of the CDTA to demand such certificates or other evidence of full compliance with these insurance requirements, or failure of the CDTA to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Vendor's obligation to maintain the insurance required by this Agreement.

17.1.1 Not Applicable

17.2.2. Not Applicable

17.1.3 Company Rating

All policies of insurance must be written by companies having an A.M. Best rating of "A-" or better, or equal. The CDTA may, upon thirty (30) days written notice to Vendor, require Vendor to change any carrier whose rating drops below an "A-" rating.

17.2 Required Insurance

At all times during this Agreement, Vendor shall provide and maintain the following types of coverage:

17.2.1 General Liability Insurance

Vendor shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Vendors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Vendor. Such coverage shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) in an amount of not less than **two million dollars** (\$2,000,000) per occurrence and not less than **two million dollars** (\$2,000,000) aggregate.

17.2.3 Excess Liability Insurance

Contractor shall maintain an occurrence form excess liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage). The minimum required limits for the excess policy depend upon the amount of the underlying policy. In combination with applicable underlying policies, the minimum limits for underlying and excess coverage shall be an amount of not less than **seven million dollars** (\$7,000,000) per occurrence/aggregate.

17.2.4 Vendor's Risk

Vendor shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as gross earnings, extra expense, or similar coverage, (b) personal property, and/or (c) automobile physical damage and/or theft. In no event shall the CDTA be

liable for any (a) business interruption or other consequential loss sustained by Vendor, (b) damage to, or loss of, personal property, or (c) damage to, or loss of, an automobile, whether or not such loss is insured.

Vendor waives right of action it and/or its insurance carrier might have against the CDTA (including its employees, officers, commissioners, or agents) for any Loss expressed in Section 8.3.5, whether or not such Loss is insured.

ARTICLE 18. NON-ASSIGNMENT:

This agreement is intended to be specific to the parties named above. The Vendor specifically agrees that no portion of its rights under this contract shall be assigned, sold, sublet or otherwise transferred without the prior written consent of CDTA. If this provision is violated, CDTA shall revoke and annul the agreement and CDTA shall be relieved from any and all liability and obligation to whom the Vendor shall assign, transfer, convey, sublet or otherwise dispose of this agreement, and such transferee shall forfeit and lose all moneys, therefore assigned under said agreement except so much as may be required to pay such transferee's employees. It is understood between the parties that the agreement is intended to secure the personal services of the Vendor, because of Vendor's ability and reputation.

ARTICLE 19. DISADVANTAGED AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE:

CDTA intends to implement affirmative action on behalf of disadvantaged business and women-owned businesses with respect to its procurement program. Vendor is required to comply with the requirements in the D/M/WBE program by completing those portions of the contract in accord with any DBE certification included in the bid or proposal as required by federal or state rules and regulations of the Federal Transit Administration, NYS DOT (or 49CFR Part 23).

ARTICLE 20. DOCUMENTS FORMING THE CONTRACT:

The contract documents shall be deemed to include this agreement (with its accompanying schedules and appendices), Detailed Specifications and the completed

Non-Collusion Affidavit, Buy America Certificate, D/MWBE Program (as required), Lobbying Certification/Disclosure (as applicable) and Addenda (as required); the terms and provisions of which shall be binding upon the parties hereto.

ARTICLE 21. TERMINATION:

Unless otherwise stated in the body of this agreement, termination of this contract shall be governed by the termination provisions set forth in the annexed appendices, and in particular in Appendix B.

ARTICLE 22. LITIGATION:

By executing this agreement, Vendor agrees to submit to the jurisdiction of New York State courts and further agrees that any lawsuit shall be venued in Albany County. Vendor agrees that service of process upon the Vendor shall be made by certified mail, return receipt requested, to the executing officer at the Vendor's principal place of business.

ARTICLE 23. TITLE VI:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project,

or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one

through six in every subcontract, including procurements of materials and leases of equipment,

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the Recipient retains ownership or possession of the property.

7. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
8. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination-statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 5 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 31 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 24. VENUE/CHOICE OF LAW:

This Agreement shall be governed by and interpreted according to New York Law. Any disputes arising hereunder shall be heard in a court of competent jurisdiction located in Albany County, New York.

ARTICLE 25. COMPLETE AGREEMENT:

This contract contains all agreements of the parties hereto; there are no promises, agreements, terms, conditions, warranties, representations or statement other than contained herein. There may be no modification or amendment of this agreement except in writing, executed by the parties hereto. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) priority shall be given to the provisions contained in this agreement as follows: (1) this Agreement, (2) Appendix A (Standard Clauses as Required by New York State), (3) Appendix B (Required Federal Clauses), (4) Schedule A (Scope of Services, including Detailed Specifications (in that order), (5) Schedule B.

IN WITNESS WHEREOF, this agreement has been duly executed by CDTA, acting by and through its Chairman, who has caused its seal to be affixed hereto and the Vendor, acting by and through its President, or a Partner, if a partnership; or the Owner, if an individual proprietorship (provide d/b/a certificate where applicable who has caused its seal to be affixed hereto;) **Vendor further hereby Certifies and Acknowledges, under penalty of perjury, that signer has reviewed, and Vendor is in compliance with all of the disclosures and requirements, set forth in this contract and the Appendices, thereto.**

Vendor:

NAME

By _____
(Signature)

(Print name and title)
{SEAL}

Vendor Taxpayer Identification Number:
(Important for expediting payments)

**CAPITAL DISTRICT TRANSPORTATION
AUTHORITY:**

By: _____

(Chief Executive Officer)

{SEAL}

APPROVED AS TO FORM THIS ____ DAY OF
_____, 20____.

Amanda A. Avery, General Counsel

____ of the
____, the
corporation described in and which executed the within
instrument; that he knows the seal of said corporation;
that the seal affixed to this instrument is such corporate
seal; that it was so affixed by order of the members of
the corporation, and that he signed his name thereto by
like order.

Notary Public-State of

ACKNOWLEDGEMENTS

STATE OF NEW YORK }
COUNTY OF ALBANY } SS.:

On this ____ day of _____, 20____,
before me personally came **Frank Annicaro**, to me
personally known, who being by me duly sworn, did
depone and say he resides at East Greenbush, New York,
and is the **Chief Executive Officer** of the CAPITAL
DISTRICT TRANSPORTATION AUTHORITY, the
Authority described in and which executed the within
instrument; that he knows the seal of said Authority; that
the seal affixed to this instrument is such Authority seal;
that it was so affixed by order of the members of the
Authority, and that he signed his name thereto by like
order.

Notary Public-State of New York

CORPORATIONS

STATE OF NEW YORK }
COUNTY OF _____ } SS.:

On this ____ day of _____, 20____,
before me personally came _____, to me personally
known, who being by me duly sworn, did depose and
say he resides at _____, and is the

REQUIRED FORMS

CERTIFICATION REGARDING LOBBYING

Instructions: To be submitted with each bid or offer exceeding \$100,000 as required by 49 CFR PART 20.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance 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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CAPITAL DISTRICT TRANSPORTATION AUTHORITY
Contractor Disclosure of Contacts Form

Disclosure required for all procurements where basis of award is NOT solely on the basis of price AND contract value exceeds \$15,000.

This form shall be completed and submitted with your bid/proposal or offer in accordance with State Finance Law section 139-j. Failure to complete and submit this form may result in a determination of non-responsiveness and disqualification of the bid, proposal or offer. If at the time of submission of this form, the specific name of a person authorized to attempt to influence a decision on your behalf is unknown, you agree to provide the specific person's information when it is available. You also agree to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to your company pursuant to this bid/proposal or offer.

Name of Contractor: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Is this an initial filing in relation to contracting with CDTA? (Please circle):

Initial filing

Updated filing

The following person or organization was retained, employed or designated by or on behalf of the Contractor to attempt to influence the procurement process:

Name: _____

Address: _____

Telephone Number: _____

Place of Principal Employment: _____

Occupation: _____

Does the above named person or organization have a financial interest in the procurement? (Please circle) yes
no

**CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT IN
NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with section 165 of the State Finance Law, the bidder, submission of this bid, the bidder certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes ____ or No ____

if yes:

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ____ or No ____

Signature

Dated

NON-COLLUSION AFFIDAVIT OF BIDDER

(Public Authorities Law section 2604, State Finance Law section 139-d)

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

Before me personally appeared the undersigned, _____ who, on oath, says that (s)he is the _____ of _____ who submitted to the **Capital District Transportation Authority** (or any of its subsidiaries) a bid offer to do the work as set up in the Detailed Specifications herein, under agreement proposal number and description cited above.

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

(1) Prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose 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 knowingly been disclosed by the bidder, and were not knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any bidder or to any competitor; and

(3) No attempt was made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition; and

(4) That no official of the Capital District Transportation Authority (or any of its subsidiaries) or any person in the employ of the Authority is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) and (4) above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing 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.]

(Name of Bidder Corporation, Firm, etc.)

By: _____
(Signature)

(Print Name)

Sworn to before me this ____ day of _____, 20 ____

Notary Public, State of _____

**IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:
NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE**

Names of Partners or Principals

Legal Residence

**IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:
NAME LEGAL RESIDENCE**

Name

Legal Residence

President

Secretary

Treasurer

Identifying Data

Potential Contractor _____

Address _____

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

Legal name of person, firm or corporation

By _____
Name

By _____
Name

Title

Title

Address _____

Address _____

CAPITAL DISTRICT TRANSPORTATION AUTHORITY

Procurement Contract Award Required Certification of Compliance

Offeror Certification:

I certify that all information provided to the CDTA with respect to State Finance Law §139-k is complete, true and accurate. This information includes the information provided as to Contractor responsibility and the agreement to refrain from improper contacts that could reasonably be interpreted as an attempt to improperly influence the procurement process (lobbying).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

CAPITAL DISTRICT TRANSPORTATION AUTHORITY

Offeror Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Name of Procurement: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offeror certifies that all information provided to the Authority is complete, true and accurate.

By: _____ Date: _____
Signature

Name: _____ Title: _____

STATEMENT ON SEXUAL HARRASMENT

New York State implemented S-7848A effective July 11, 2018.

By submission of this bid or offer, each bidder or offeror and each person signing on behalf of any bidder or offeror certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder or offeror has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Printed Name: _____

Signature: _____

Company Name: _____

Date: _____

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- ☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- ☐ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- ☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- ☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name:
(legal entity) _____

By:
(signature) _____

Name: _____ Title: _____

Date: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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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 \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor

understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State 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 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

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

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of

tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. 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 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

Appendix B – Federal Transit Administration Contract Clauses (Goods and Services)

For the purposes of this Appendix, the term “Contractor” is used to identify Bidders, including the Successful Bidder, and Proposers, including the Successful Proposer, for this procurement.

DISCLAIMER: The contractor is hereby placed on notice that CDTA receives funding from the Federal Government by way of the Federal Transit Administration (FTA). As a condition of receiving this funding, the CDTA is obligated to comply with various Federal laws and regulations, as well as with all applicable provisions of a Master Agreement between the FTA and its grant recipients. All applicable provisions of the Master Agreement are, where not otherwise provided for, hereby incorporated by reference herein.

Contractors may obtain a copy of the Master Agreement, as amended from time to time, from the FTA’s website: <https://www.transit.dot.gov/funding/grants/grantee-resources/sample-fta-agreements/fta-master-agreement-version-30-november-2>

1. **No Government Obligation to Third Parties.** (a) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
2. **Program Fraud and False or Fraudulent Statements and Related Acts** (49 U.S.C. 5323(l) (1), 31 U.S.C. 3801-3812, 18 U.S.C. 1001, 49 C.F.R. part 31) (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et. seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (b) The Contractor also acknowledges that if it makes, or causes to be made, a false fictitious, or fraudulent claim, statement, submission, or certification to the Federal

Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. **Access to Records and Reports** (49 U.S.C. 5325 (g), 2 C.F.R. 200.333, 49 C.F.R. part 633) *Applies to all contracts valued at \$3,500 or more when federal funds will be used to pay for at least a portion of the purchase.* The following access to records requirements apply to this contract: (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-agreements, leases, subcontracts, arrangements, other third-party agreements 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 no 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.

4. **Changes to Federal Requirements.**

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

5. **Civil Rights Requirements** (29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

Applies to all contracts valued at \$2,500 or more that employ federal funds. The

contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C. 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of the Title VI of the Civil Rights Act, "49 C.F.R. Part 21 and any implementing requirements FTA may issue. 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), 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 U.S.C. §2000e, Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and 49 U.S.C. §5332, prohibits discrimination in employment on the basis

of race, color, religion, sex, or national origin. (c)In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) **Race, Color, Creed, National Origin, Sex-**In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age-** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§

621-634, U.S. 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.

(c) 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, and Federal Transit Law at 49 C.F.R. 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.

6. **Disadvantaged Business Enterprise (DBE)** (49 CFR Part 26) *Applies to all DOT-assisted contracting activities where the contract value is \$2,500 or more and where federal funds are employed.* (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, *Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The agency’s overall goal for DBE participation is set on a triennial basis and is available upon request. No specific DBE participation is required for this procurement, but the CDTA will accord a DBE with appropriate consideration.

It is the policy of CDTA 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. It is also the policy of CDTA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. p art 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can complete successfully in the marketplace outside the DBE program.

This contract is subject to 40 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. CDTA shall make all determinations with regard to whether or not a Bidder/Officer is in compliance with the requirements stated herein. In assessing compliance, CDTA may consider during its review of the Bidder/Officer’s submission package, the Bidder/Officer’s documented history of non-compliance with DBE requirements on previous contracts with CDTA.

(b) The Contractor, subrecipient 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 recipient 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).

DBE Participation: For the purposes of this Contract, CDTA will only accept DEB's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the New York State Unified Certification Program; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by CDTA.

(c) Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **sealed bid or initial proposal, prior to award:**

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

(d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the CDTA. In addition, the contractor may not hold retainage from its subcontractors.

(e) The Contractor must promptly notify CDTA, 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 CDTA.

7. Incorporation of Federal Transit

Administration (FTA) Terms. (FTA Circular 4220.1E) *Applies to all contracts valued at \$2,500 or more where federal funds are employed.*

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions 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 FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name or grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

8. Energy Conservation Requirements (42 U.S.C. 6321 et seq., 49 CFR Part 18) *Applies all contracts valued at \$3,500 or more for construction and/or the purchase of goods, services, or rolling stock, where federal funds will be used to pay for at least a portion of the purchase.* 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.

9. Termination (2 C.F.R. 200.339, 2 C.F.R. Part 200, Appendix II (B)) Applies to all contracts valued at \$10,000 or more where federal funds are employed. The termination clause in the base contract or specifications in that order, takes precedence over the following provision, provided, however, that all contracts must meet the following minimum requirements.

(a) **Termination for Convenience** (General Provision) The CDTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Governments' 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 CDTA to be

paid the Contractor. If the Contractor has any property in its possession belonging to the CDTA, the Contractor will account for the same, and dispose of it in the manner the CDTA directs.

(b) 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 CDTA 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 only be paid 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 CDTA 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 CDTA, 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.

(c) Opportunity to Cure (General Provision) The CDTA 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 CDTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from CDTA setting forth the nature of said breach or default, CDTA 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 CDTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

(e) 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 CDTA may terminate this contract for default. The CDTA 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, 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 CDTA.

(f) Termination for Convenience of Default (Cost-Type Contracts) The CDTA may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the CDTA 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 CDTA, or property supplied to the Contractor by the CDTA. If the termination is for default, the CDTA 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 CDTA and the parties shall negotiate the termination settlement to be paid the Contractor.

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

10. Notification to Federal Transit Administration (FTA Master Agreement FTA MA (28) February 9, 2021, section 39 (b)). If a current or prospective

legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel, phone: 202.366.4011, and FTA Regional Counsel for Region:

FTA Region 2 Office One Bowling Green, Room 4289 New York, New York 10004-1415, phone: 212.668.2170.

The Contractor must include the notification requirement in all sub agreements at every tier, for any agreement that is a “covered transaction” according to 2. C.F.R. §§ 180.220 and 1200.220.

- (a) 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.
- (b) 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.
- (c) Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel and Regional Counsel for Region II, if the Contractor 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the CDTA and FTA, or any agreement involving a principal, officer, employee, agent or Third Party Participant of the CDTA. 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 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. In this paragraph, “promptly” means to refer information without delay and without change.

This notification provision applies to all divisions of the CDTA.

11. Clean Air Act and Federal Water Pollution Control Act (42 U.S.C. 7401-7671q, 33 U.S.C. 1251-1387, 2 C.F.R. part 200 Appendix II (G)).

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.

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.

12. **Recycled Products.** (42 U.S.C. 6962, 40 C.F.R. Part 247, 2 C.F.R. part 200.322) *Applies to the purchase of items designated by the EPA when the purchaser or Contractor procures \$10,000 or more of the items during the fiscal year using federal funds.* The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials”, 40 C.F.R. part 247.

13. **Cargo Preference Requirements** (46 U.S.C. 1241, 49 CFR Part 381) *Applies only to contracts valued at \$3,500 or more that involve transportation of equipment, materials, or commodities which may be transported by ocean vessels, where federal funds will be used to pay for at least a portion of the purchase.* Use of United States-Flag Vessels-The Contractor agrees: (a) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor’s bill-of-lading). (c) To include these requirements in all subcontracts issued pursuant to this contract when the subcontractor may involve the transport of equipment, material, or commodities by ocean vessel.

14. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708)

- (a) Applicability-This requirement applies to all FTA grant and cooperative agreement programs.
- (b) Where applicable (see 40 U.S.C. §3701), all contract 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 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.

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic 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 to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the 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 this clause 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 this clause.

The FTA 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, 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 the any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Works Hours and Safety Standards for Awards Not Involving Construction: The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years

from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

15. Buy America Requirements/Build America Buy America Act. (49 U.S.C. 5323 (j) 49 C.F.R. Part 661) Applies only to contracts for Construction and Acquisition of Goods or Rolling Stock valued at more than \$150,000. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, manufactured products and construction products (such as lumber, drywall, and glass as included in the Build America Buy America Act) products used in FTA funder projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. The Contractor must submit to CDTA the appropriate Buy America certification with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

16. Lobbying. (31 U.S.C. 1352, 49 CFR Part 19, 49 C.F.R. Part 20) ***Applies to all contracts and subcontracts of \$150,000 or more at any tier under a Federal Grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with this agreement, the payor must complete and submit the Standard Form -LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.*** The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31

U.S.C. § 1352 (b) (5) and 49 C.F.R. Part 20, Appendix A & B. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (b)(5), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. §1601, et seq.] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. part 20, “New Restrictions on Lobbying.”

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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.
- b. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c. Each person who requests or receives from an agency a Federal contract, grant, loan or cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress in connection with that loan insurance or guarantee.
- e. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and Disclosure.

- a. Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 1. Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 2. An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
 - b. Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 1. A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 2. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- c. Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 3. A change in the officer(s), employee(s), or Member(s), contacted to influence or attempt to influence a covered Federal action.
 - d. Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 1. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 2. A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

3. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 4. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.
- e. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- f. Any certification or disclosure form filed under paragraph e of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- g. For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- h. No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.
- 17. Government-Wide Debarment and Suspension (Nonprocurement)** (2 C.F.R. part 180, 2 C.F.R. part 1200, 2 C.F.R. part 1200, 2 C.F.R. 200.213, 2 C.F.R. part 200 Appendix II (I) Executive Order 12549, Executive Order 12689) Applies to all contracts and subcontracts valued at or expected to exceed \$25,000 where federal funds are employed.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment”, 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”, “ 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each

contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award, or

Disqualified from participation in any federally assisted Award.

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

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

18. Breaches and Dispute Resolution (49 C.F.R. Part 18, FTA Circular 4220.1F) Applies to contracts valued in excess of \$100,000. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CDTA’s Chief Executive Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief

Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by CDTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CDTA and the Contractor arising out of or relating to this agreement, or its breach will be decided in a court of competent jurisdiction within the State of New York.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CDTA, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. **Prompt Payment** - The Contractor is required to pay its Subcontractor performing work related to this Contract for the 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 CDTA, 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 any affiliate without prior written consent of the Agency.

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

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

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

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 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.

21. Safe Operation of Motor Vehicles.

- a. **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 CDTA.
- b. **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 the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

22. Americans with Disabilities Act (ADA). The Contractor 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 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.

23. Cargo Preference Requirements (46 U.S.C. 1241, 49 CFR Part 381) *Applies only to contracts valued at \$3,500 or more that involve transportation of equipment, materials, or commodities which may be transported by ocean vessels, where federal funds will be used to pay for at least a portion of the purchase.* Use of United States-Flag Vessels-The

Contractor agrees: (a) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor’s bill-of-lading). (c) To include these requirements in all subcontracts issued pursuant to this contract when the subcontractor may involve the transport of equipment, material, or commodities by ocean vessel.

24. 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 other 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.

25. 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.

26. Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. §1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2

C.F.R. §§ 200.317-200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. §5323(j)(13).

27. Solid Wastes (Recovered Materials). A Recipient that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. Federal Tax Liability and Recent Felony Convictions.

1. The Contractor certifies that it:

- a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the Contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval

2. Flow-Down. The Recipient agrees to require the Contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

29. Severability. The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

30. Trafficking in Persons. The Contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- b. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c. Use forced labor in the performance of the Recipient's Award or subagreements thereunder

