



Tompkins Consolidated Area Transit, Inc.
Request for Proposals (RFP)
For Uniform Services – RFP 2026-04

Issued By:

Tompkins Consolidated Area Transit, Inc.
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May 13, 2026

RFP Released



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May 13, 2026

Subject: Request for Proposals – Uniform Management Services

Dear Prospective Proposer,

Tompkins Consolidated Area Transit, Inc. (TCAT) invites proposals from qualified firms to provide comprehensive Uniform Services for TCAT employees. The resulting contract will include the provision of uniforms and accessories whether purchased, leased, or rented as well as related services such as alterations, delivery, replacement, and an online ordering and account-management system, as further described in this RFP. TCAT will make an award on a best value basis, considering both technical merit and cost.

Key Information

- **Contract Term:** Three (3) years, with up to two (2) one-year renewal options at TCAT’s sole discretion
- **Submission Deadline:** June 15, 2026, by 4:00 PM EST
- **Submission Method:** Email to procurement@tcatmail.com with subject line: “Proposal Submission – Uniform Management Services”
- 1. **Pre-Proposal Meeting:** To be held virtually via Microsoft Teams (details will be posted on <https://tcatbus.com/home/doing-business-with-tcat/>)
- **Primary Contact:** Danielle Hudson-Thomas – dhudson@tcatmail.com

TCAT appreciates your interest and looks forward to reviewing your proposal.

We appreciate your interest in working with TCAT and look forward to reviewing your proposal.

Sincerely,

Danielle Hudson-Thomas

Danielle Hudson-Thomas
Procurement and Finance Coordinator
Tompkins Consolidated Area Transit, Inc. (TCAT)

Event	Date	Details
RFP Release Date	May 13, 2026	RFP published and made available to vendors
Pre-Proposal Meeting	May 19, 2026	Vendors can attend a briefing/Q&A session. Link will be posted on our website.
Deadline for Written Questions	May 22, 2026	Vendors must submit clarification questions by this date
Responses to Questions / Addendum Issued	May 26, 2026	TCAT posts answers and any amendments to the RFP
Proposal Submission Deadline	June 15, 2026	Proposals must be received by this date

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Glossary of Terms

Apparel / Garments: Clothing items provided to employees as part of the uniform program, including shirts, pants, jackets, vests, coveralls, T-shirts, polos, and sweaters.

Contractor / Vendor: The company awarded the contract to provide uniforms, uniform maintenance, and related services to TCAT.

Delivery Schedule: The designated timing and frequency of uniform deliveries to TCAT locations, including consistency and adjustments for holidays or special circumstances.

Enhanced Visibility / Hi-Vis: Clothing designed with reflective material and bright colors to ensure employees are visible in low-light or high-traffic environments.

Fitting Sessions / Trial Period: Opportunities for TCAT employees to try uniforms for sizing accuracy to ensure proper fit, comfort, and safety.

Inspection / Quality Standards: Criteria ensuring all uniforms meet TCAT's durability, comfort, appearance, and safety requirements.

Insurance for Uniforms: Optional coverage for uniform rentals to protect TCAT against loss or non-return of garments by employees.

Insulated / Quilted Lining: Interior layers in jackets or outerwear designed to retain warmth while providing protection from wind and water.

Laundry Turnaround Time: The time between the pickup of soiled uniforms and their return in clean, ready-to-use condition. TCAT requires this to not exceed one week.

Online Ordering Portal: A secure web-based platform allowing TCAT employees to order uniforms, manage returns, track deliveries, and access approved items.

Order Fulfillment: The process by which the contractor receives uniform orders, prepares the garments, and delivers them to TCAT or employees according to specifications and schedule.

Poly/Cotton or Cotton/Poly Blend: Fabric composition commonly used in uniforms for comfort, durability, and ease of maintenance.

Pre-Proposal Meeting: A session scheduled by TCAT to provide prospective proposers with additional information, clarify RFP requirements, and answer questions before submission.

Professional Appearance: Overall look expected of employees in uniforms, including neatness, cleanliness, proper fit, and visibility of TCAT branding.

Professional Standard: Expectations for employee appearance, requiring uniforms to be clean, neat, and in good condition at all times.

Proposal – A formal response submitted by a Proposer in reply to this RFP, consisting of both a Technical Proposal and a Cost Proposal.

Proposer – The individual, firm, partnership, corporation, or other legal entity submitting a Proposal in response to this Request for Proposals (RFP). The term “Proposer” includes any subcontractors, agents, or representatives acting on behalf of the entity for purposes of preparing or submitting the Proposal.

Reflective Striping: Safety feature sewn onto garments to increase visibility during day or night operations.

Replacement Process: The contractor’s system for quickly replacing uniforms that are damaged, worn out, or no longer fit employees.

Sizes / Customized Fittings: The range of uniform sizes available to accommodate all employees. May include options outside standard sizes to ensure proper fit.

Subcontractor: Any third-party company engaged by the primary contractor to provide a portion of the uniforms or services outlined in the RFP.

Turnaround Time: The period between an employee placing a uniform order or returning a damaged item and receiving a replacement or new garment.

Uniform Patches / Branding: Embroidered or sewn-on logos and insignias (e.g., TCAT patch, UAW patch) used to identify employee uniforms and maintain a professional appearance.

Uniform Rental: A system where TCAT employees receive uniforms that are owned, maintained, and replaced by the contractor as needed, based on wear, damage, or size changes.

Water-Resistant / Wind-Resistant: Features in outerwear that provide protection against rain, moisture, and wind while maintaining breathability.

PART I
INTRODUCTION

I-1

Tompkins Consolidated Area Transit, Inc. (TCAT) is seeking written proposals from experienced and qualified Proposers to provide comprehensive uniform supply and program management services. These services include providing employee uniforms and accessories, whether purchased, leased, or rented, and supporting TCAT with the delivery, replacement, sizing, and administrative management of the uniform program, as further detailed in Section V – Scope of Services.

TCAT intends to contract with a Uniform Services Proposer to support the procurement, distribution, and ongoing administration of TCAT’s employee uniform program. The initial contract term will be three (3) years, with up to two (2) one-year renewal options at TCAT’s sole discretion.

The successful Proposer will be responsible for performing all services described in Section V, which outlines the full requirements for uniform supply, ordering, delivery, replacement, fittings, and related program management functions.

I-2

TCAT currently employs approximately 130 full-time and part-time employees across operations, maintenance, and administrative roles.

I-3

TCAT operates a fleet of approximately 50 fixed-route buses and maintains one physical facility in Ithaca, NY, which includes administrative offices, maintenance and operations facilities, and a bus storage yard.

I-4

This Request for Proposals (RFP) is issued to ensure that TCAT secures durable, cost-effective, and professionally managed uniform services that support employee safety, appearance, and operational efficiency while minimizing administrative burden.

PART II GENERAL INFORMATION FOR PROPOSERS

II-1. Downloading the RFP and Submission of Proposals

The RFP documents will be posted on TCAT's website under the "Doing Business with TCAT" tab: <https://tcatbus.com/home/doing-business-with-tcat/>

It is the sole responsibility of each Proposer to check the website frequently for addenda, clarifications, or updated instructions.

All Proposals must be submitted electronically by email to:

procurement@tcatmail.com Subject line: "Proposal Submission –Uniform Services"

Proposals must be received no later than the deadline listed in the Schedule of Events. Late submissions will not be considered.

II-2. Exceptions, Omissions, and Interpretations

Proposers must promptly notify TCAT of any conflicts, errors, or omissions discovered in this RFP. Requests for interpretation must be submitted in writing.

If a Proposer takes exception to any requirement, the Proposal must clearly identify and justify the exception, supported with legal rationale or other evidence demonstrating that the deviation provides equal or better value and will provide all required uniform services without additional cost or delay.

Failure to note exceptions may be interpreted as full acceptance of all requirements. TCAT reserves the right to reject any Proposal that takes material exception to the terms, conditions, or specifications of this RFP.

II-3. Rejection of Proposals

TCAT reserves the right to reject any or all Proposals, to waive minor informalities, and to accept the Proposal(s) deemed most advantageous to TCAT, consistent with applicable law.

Incomplete, conditional, or non-responsive Proposals shall be rejected.

II-4. Proposal Withdrawal or Revision

A Proposer may withdraw or revise its Proposal at any time before the submission deadline by providing written notice to TCAT's Procurement and Finance Coordinator.

After the deadline, Proposals may not be withdrawn for a period of ninety (90) calendar days without TCAT's written consent, which may be withheld at TCAT's sole discretion.

II-5. Type of Contract

TCAT anticipates awarding a contract under one of the following compensation models:

- **Option 1: Unit or Item-Based Pricing**

The selected supplier would be compensated based on agreed-upon unit prices for each uniform item or service provided. Full disclosure of pricing structures is required and subject to TCAT review and approval.

- **Option 2: Fixed Annual Fee**

An all-inclusive annual fee covering all uniforms, accessories, delivery, labor, alterations, and administrative costs. TCAT will not reimburse incidental or travel expenses separately.

II-6. Proposal Requirements

Proposals must include all required forms, certifications, and supporting documentation as outlined in this RFP.

Cost information must be submitted separately from the technical proposal in a clearly labeled file or email attachment.

II-7. Deadline

All Proposals must be received by the date and time specified in this RFP. Late submissions will be deemed non-responsive.

II-8. Questions and Requests for Clarification

TCAT will not respond to oral requests. Only written requests for clarification, emailed to the Procurement and Finance Coordinator, will be considered.

Designated Procurement Officer (per NYS Finance Law §§139-j and 139-k):

Danielle Hudson-Thomas
Procurement and Finance Coordinator
Tompkins Consolidated Area Transit, Inc.
737 Willow Avenue
Ithaca, NY 14850
dhudson@tcatmail.com

Only written responses issued as addenda shall be official.

Contact with any other TCAT personnel, Board members, or evaluation committee members is prohibited until TCAT announces the selected contractor. Violations may result in rejection of the Proposal.

II-9. Addenda

Any addenda will be posted on TCAT's website. It is the Proposer's responsibility to obtain all addenda prior to submission. Failure to do so may render the Proposal non-responsive.

II-10. Confidential or Proprietary Information

If a Proposal contains confidential or proprietary information, each page containing such material must be clearly marked "Confidential."

The basis for the claim of confidentiality must be stated adjacent to the marked information.

Blanket statements regarding confidentiality may not be sufficient to protect the information submitted.

TCAT shall determine whether the Proposal contains confidential or proprietary materials that should be withheld. TCAT, its directors, employees, consultants, or agents shall not be liable for disclosure of materials submitted.

II-11. Contract Award

The Contract will be awarded to the Proposer whose submission is determined to be the most advantageous to TCAT, based on evaluation criteria outlined in this RFP.

If only one Proposal is received, TCAT will conduct a price or cost analysis to determine reasonableness before making an award.

Award is expected within ninety (90) days of the Proposal due date unless extended by TCAT.

II-12. Non-Collusion Affidavit

Each Proposal must include a signed Non-Collusion Affidavit in compliance with New York State General Municipal Law §103-d, affirming that the Proposer has not colluded with any other party in preparing its Proposal.

II-13. Economy of Preparation

Proposals should be concise, well-organized, and written in plain language.

Proposers should clearly describe their ability to fulfill TCAT's requirements for comprehensive uniform services as described in this RFP.

II-14. Clarifications

TCAT may request oral or written clarifications from Proposers to ensure a full understanding of submitted Proposals. Proposers must comply promptly with such requests.

II-15. Best and Final Offers (BAFOs)

TCAT reserves the right to conduct discussions and request Best and Final Offers (BAFOs) from Proposers determined to be responsive and qualified.

II-16. New York State Certifications and Compliance

By submitting a Proposal, the Proposer certifies compliance with applicable New York State laws, including but not limited to:

- State Finance Law §§139-j and 139-k – Restricted contact period and disclosure of contacts
- Executive Law Article 15-A – Encouragement of MWBE participation
- General Municipal Law §103-d – Non-collusion in bidding

II-17. Protest Procedures

Parties have the right to appeal a proposed solicitation or award of contract issued by TCAT pursuant to the following procedural steps:

Who May Protest or Appeal

Any parties showing a substantial economic interest in the award of a contract under a procurement who claim to be aggrieved in connection with the solicitation or proposed award of a contract under this procurement may protest to TCAT in accordance with the procedures set forth herein.

Timing of Protest

Protests based on the contents of a procurement shall be submitted no later than seven (7) business days prior to the date and time designated for submittal of bids or proposals. A protest of a proposed award or of an award shall be filed within five (5) business days after the award of a contract or notice of apparent successful Bidder/Proposer, whichever is sooner.

Contents of Protest

A protest shall be in writing and shall include: (1) the procurement title and/or number under which the protest is made; (2) the name, address, and e-mail of the allegedly aggrieved party; (3) a detailed description of the specific grounds for the protest and all supporting documentation; and (4) the specific ruling or relief requested. The written protest shall be addressed to: TCAT, Attn: Procurement and Finance Coordinator, 737 Willow Ave, Ithaca, NY 14850.

Determination of Non-Responsibility

If TCAT determines a Proposer to be not responsible, TCAT shall provide, in writing, the reasons for the determination. The Proposer may appeal the determination within three (3) business days by presenting additional information to TCAT. TCAT shall consider the additional information before issuing its final determination. If the final determination affirms that the Proposer is not responsible, TCAT may not execute a contract with any other Proposer until two (2) business days after the Proposer determined to be not responsible has received the final determination.

Protest Procedure

Upon receipt of a timely written protest, the Procurement and Finance Coordinator, or their designee, will consider the protest and promptly issue a written decision stating the reasons for the

action taken and (if the protest is denied) informing the allegedly aggrieved person of their right to appeal the decision to the General Manager. If the protest is substantiated, the Procurement and Finance Coordinator shall issue instructions in their decision to remedy issues relating to the protest. A copy of the decision shall be mailed by U.S. mail and/or emailed to the allegedly aggrieved.

Appeal Procedure

The decision made by the Procurement and Finance Coordinator, or their designee, shall be final and conclusive unless the protester appeals it in writing to the General Manager within five (5) business days of the protester's receipt of the decision by the Procurement and Finance Coordinator or their designee. The General Manager, or their designee, will consider the appeal and promptly issue a written decision, which shall be final and conclusive. If the protest is substantiated, the General Manager shall issue instructions in their decision to remedy issues relating to the protest. A copy of the decision shall be mailed by U.S. mail and/or emailed to the allegedly aggrieved Bidder/Proposer and (for protests of awards) to all other Bidders/Proposers.

Failure to Comply with Requirements

Failure to comply with these protests and appeal requirements will render a protest or an appeal untimely or inadequate and may result in rejection thereof by TCAT.

Exhaustion of Administrative Remedies

A protester may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the protester's right, if any, to commence litigation.

II-18. Submittal Requirements

The following attachments are part of this RFP:

- Appendix A – Sample Service Agreement
- Appendix B – Certification Checklist
- Appendix C – New York State Clauses
- Appendix D – Insurance Requirements

Cover Letter Must Include:

- Firm name and mailing address
- Contact information for the primary contact
- Years in business

- Three (3) client references (preferably transit systems, public sector or nonprofit corporations)

Required Attachments

- Completed forms from Appendix B
- Technical Proposal
- Cost Proposal using the provided Proposal Form

TCAT may request additional financial information to determine proposer responsibility.

II-19. Modification of Proposals

Any modifications or revisions received after the specified closing time may not be considered.

II-20. Unbalanced Proposals

TCAT may reject Proposals if prices are materially unbalanced. A Proposal is considered unbalanced if certain uniform services are priced below cost while others are significantly overstated, creating a risk to TCAT.

PART III

INFORMATION REQUIRED FROM PROPOSERS

To be considered, proposals must follow the format and headings outlined below. Each submission should directly address all listed requirements. Additional supporting information may be included in an appendix.

Each proposal must include two distinct and separately sealed components:

1. **Technical Proposal** – responding to Parts III-1 through III-7
2. **Cost Proposal** – responding to Part III-8

TCAT reserves the right to request additional documentation to verify a firm’s capacity and qualifications, including staffing levels, financial health, relevant experience, and operational capability. TCAT may conduct independent background checks or reference calls to assess a firm’s ability to successfully perform the proposed services.

Cover Letter

Must include:

- Company name and full mailing address
- Name and contact information of the project lead

III-1. Project Understanding

Provide a concise overview of your understanding of the uniform services required under this RFP. Explain the importance of the work, how you interpret TCAT’s needs, and how your approach will meet those needs effectively.

III-2. Management Summary

Offer a narrative summary of your proposed services. Outline the scope of your involvement, key deliverables, and how you plan to support TCAT in maintaining a high-quality, consistent, and cost-effective uniform program.

III-3. Work Plan

Provide a detailed response addressing the following items:

- **Review and Assessment:** Describe how you will evaluate TCAT’s current uniform program, identifying strengths, weaknesses, gaps, and opportunities for improvement.
- **Uniform Supply and Replacement:** Outline your approach to providing uniforms, including inventory management, replacement schedules, and quality control.
- **Service Delivery:** Describe logistics for uniform distribution, collection (if applicable), cleaning, repair, and emergency orders.

- **Vendor Relationships:** Detail any key relationships or partnerships with uniform suppliers or textile manufacturers that would benefit TCAT.
- **Cost Efficiency:** Explain steps to manage costs while ensuring durable, functional, and compliant uniforms.
- **Task Breakdown and Scope Alignment:** Provide a breakdown of tasks aligned with the Scope of Work (Part V), including recommended improvements.
- **Resource Allocation:** Estimate personnel hours and staffing resources for each task. Identify key personnel assigned to TCAT’s account and their roles.
- **Uniform Lines and Expertise:** Include types of uniforms and related apparel your firm proposes to manage (e.g., safety gear, outerwear, branded clothing). For each line, describe relevant experience and quality control approach.

III-4. Relevant Experience

Detail your firm’s and team members’ experience providing uniform services, emphasizing public sector, transit, or large organizational clients:

- Prior experience with public agencies, municipalities, or transit systems
- Results achieved, such as improved uniform quality, employee satisfaction, or cost reductions
- Client name, contact person, title, phone, and email
- Duration and summary of services
- Special consideration will be given to firms currently providing or having recently provided uniform services to transit agencies, municipalities, or similar organizations.

III-5. Key Personnel

List individuals assigned to this project, including:

- Names and job titles
- Locations from which they will work
- Roles and responsibilities specific to the uniform program
- Resumes with relevant education, certifications, and applicable experience
- If subcontractors will be used, identify them and specify the work they will perform.

III-6. Employee (Uniform) Training and Engagement (Optional)

Describe any training or educational services offered to TCAT staff regarding proper uniform use, care, or compliance:

- Number and type of personnel to be trained
- Training topics and formats (e.g., in-person, virtual)
- Curriculum outlines, materials, and instructor credentials
- Frequency and location of training sessions

III-7. Uniform Products and Service Strategy

Indicate the types of uniforms and apparel your firm is proposing to manage. For each line:

- **Estimated Costs:** Fees or cost ranges associated with supply, maintenance, and replacement
- **Product Quality and Durability:** Expected lifecycle
- **Service Delivery:** Distribution, cleaning, repair, and emergency handling procedures
- **Vendor Relationships:** Key supplier or manufacturer partnerships that enhance service or pricing
- **Program Management:** Renewal processes, cost management strategies, and performance monitoring

III-8. Cost Proposal

Submit in a separately sealed envelope or file from the technical response. Include:

- Breakdown of fees under proposed compensation model
- Any additional charges for optional services, if applicable (hourly billing is not permitted).
- Clear, itemized format with no assumptions, contingencies, or bundled pricing

Proposals that include vague assumptions, fail to disclose all potential costs, or lack clarity may be disqualified. All work is contingent on a fully executed contract and formal Notice to Proceed. No services performed prior to this notice will be compensated.

PART IV
EVALUATION AND SELECTION

Proposals will be evaluated based on the following criteria, ranked in order of importance:

Evaluation Criteria

1. Technical Specifications

- ✚ Compliance with uniform requirements (materials, colors, styles, logos/branding, durability, safety features).
- ✚ Quality of workmanship and adherence to RFP specifications.
- ✚ Ease of program management: Proposer must provide ordering, distribution, and tracking systems that reduce TCAT's administrative burden.
- ✚ Any value-added features or options beyond minimum requirements.

2. Availability / Delivery Time

- ✚ Ability to meet specified delivery schedules.
- ✚ Lead times for standard orders and rush orders.
- ✚ Flexibility to accommodate special requests or changes in order quantities.

3. References / Past Performance

- ✚ Experience supplying uniforms to municipalities, transit agencies, or similar organizations.
- ✚ Quality and reliability of past performance.
- ✚ Testimonials or contactable references demonstrating successful fulfillment of similar contracts.

4. Cost

- ✚ Reasonableness and competitiveness of pricing.
- ✚ Clarity and completeness of cost proposal.
- ✚ Any cost savings or incentives offered for volume or multi-year contract.

Evaluation Process

- ✚ **Initial Review:** Proposals will be reviewed for responsiveness and compliance with minimum requirements.

- ✦ **Technical Scoring:** Each proposal will be scored against the first three criteria (Technical Specifications, Availability/Delivery Time, and References/Past Performance).
- ✦ **Cost Review:** Cost proposals will be opened and scored separately after technical evaluation.
- ✦ **Optional Interviews / Clarifications:** TCAT may request additional information, interviews, or Best and Final Offers (BAFOs) from top-ranked proposers.
- ✦ **Final Selection:** Selection will be based on combined scoring, with emphasis on quality, timeliness, and overall best value to TCAT.

PART V

SCOPE

Uniform Services

TCAT is seeking a contractor to manage the uniform requirements for our employee groups as outlined below. The contractor will be responsible for providing an efficient system that minimizes administrative time while ensuring uniform requirements are met promptly. The uniforms should be comparable to the brands currently in use in terms of weight, color, material, and fit.

The uniforms must be available in a wide range of sizes, from Small (S) to 6XL for shirts and up to 58 inches in waist size for pants. If there are any significant deviations from the specifications provided by TCAT, the contractor should clearly explain these variations in their proposal.

While color variations are expected (e.g., "dark blue" may differ between vendors), the contractor is encouraged to propose shades within the same spectrum, offering subtle differences if necessary. Fabric composition variations are acceptable, as long as they align with the intended function and quality of the uniforms.

If the contractor cannot meet all specifications, they should submit a proposal based on the items they can fulfill. The solution that best meets TCAT's overall needs will be selected.

Department	Number of Employees
Bus Operators	60 – 84
Mechanics	12 - 15
Supervisors/Admin	39
Bus Handlers	8
Custodians	2 - 3

This will also include our employees associated with our micro transit initiative – eRIDE Ithaca Program. These are our small vehicle operators. This will be its own separate account. This will be billed differently from TCAT but will still fall under our scope of services.

eRIDE Ithaca	Number of Employees
Supervisors	2
Drivers	8-15

Group A – Purchase or Lease of Uniform

This group includes Bus Operators and Supervisors. Purchase is on an as-needed basis for replacements. Lease is on a weekly cost with no additional charge for replacements.

Professional Standard

Uniforms must be kept clean and present a neat, professional image. Any uniform that shows signs of wear or damage should be replaced with a new item.

Bus Operators (60-84 employees)

- **Shirts:**

- 6 light blue oxford shirts (any combination of long or short sleeve).
- UAW patch on the left arm, TCAT patch on the left chest.
- Current Brand: ParkStreet (Men's Long Sleeve 0111/Short Sleeve 0211; Women's Long Sleeve 0112/Short Sleeve 0422).

Criteria:

- Mostly Cotton/Poly, Light Blue, 4–6-ounce weight, wrinkle-resistant, adjustable button cuffs, back box pleat, double yoke, button-down collar, left chest pocket.
- Sizes: Men's neck size 14-24, Women's XS-4XL, available in short and long sleeve.

- **Polo Shirts:**

- 2 Royal Blue polo shirts, TCAT embroidered on the left chest.
- Current Brand : Unisport Micro Pique Polos.

Criteria:

- Mostly Poly Pique, Royal Blue, lightweight, 1 chest pocket, fade-resistant, wrinkle-resistant, 3-button placket.
- Sizes: Small-5 Tall XL, available in short and long sleeve.

- **Pants:**

- 6 Navy Blue slacks (pants or shorts designated by the operator).
- Current Brand: Softwill Flexwaist (Men's pant 1138/Cargo Shorts 1271;
- Women's pant 1167/Cargo Shorts 10A9).

Criteria:

- Men's: Mostly poly/cotton, Navy, 10.5-ounce weight, flex fabric, flat front, deep front pockets, 2 back pockets, tapered waistband.
- Women's: Mostly poly/cotton, Navy, 7.5-ounce weight, two styles (roomier or sleek fit), tapered waistband.
- Sizes: Men's 28"-56" waist, Women's 0-28.

• **Additional Apparel:**

- **Sweater** (Black): TCAT embroidered on left chest, poly/cotton, 10.5-ounce weight, 2 pockets, front zipper.
 - Sizes: Small-6 Tall XL.
- **Vest** (Navy Blue): TCAT embroidered on left chest, poly/cotton, front zipper, 2 pockets.
 - Sizes: Small-6 Tall XL.
- **3-Season Jacket** (Navy Blue): TCAT patch on left chest, water-resistant, wind-resistant, insulated.
 - Sizes: Small-6 Tall XL. Women's jacket: contoured silhouette, sizes Small-4XL.
- **Winter Jacket** (Navy Blue): TCAT patch on left chest, water-resistant, insulated.
 - Sizes: Small-6 Tall XL.

Supervisors / Administration (39 Employees – Optional )

• **Shirts:**

- 2 maroon oxford shirts (long or short sleeve).
- TCAT patch on left chest.
- Current Brand: ParkStreet (Men's Long Sleeve 0111/Short Sleeve 0211; Women's Long Sleeve 0112/Short Sleeve 0422).

Criteria:

- Mostly Cotton/Poly, Maroon, 6-ounce weight, wrinkle-resistant, adjustable button cuffs, back box pleat, double yoke, button-down collar, left chest pocket.
- Sizes: Men's neck size 14-24, Ladies XS-4XL, available in short and long sleeve.

- **Polo Shirts:**

- 2 maroon polo shirts (long or short sleeve), TCAT embroidered on left chest.
- Current Brand: UniSport Micro Pique Polos.

Criteria:

- Mostly Poly Pique, Maroon, lightweight, 1 chest pocket, fade-resistant, wrinkle-resistant, 3-button placket.
- Sizes: Small-6 Tall XL, available in short and long sleeve.

Group B – Uniform Rentals

This group includes Maintenance, Bus Handlers, and Custodians. TCAT does not own these uniforms; replacements are based on the condition of the garments.

Professional Standard

Uniforms must be kept clean and present a neat, professional image. Any uniform showing signs of wear or damage should be replaced with a new item.

Maintenance Department (12-15 Employees)

- **Work Shirts:**

- 12 shirts (any combination of long or short sleeve).
- UAW patch on left arm, TCAT patch on left chest.
- Current Brand: Ripstop crew shirts 08CS (Long Sleeve) / 07CS (Short Sleeve).

Criteria:

- 100% Cotton or mostly Cotton/Poly, Charcoal, lightweight, tear-resistant, button-through front pockets.
- Sizes: Small-6 Tall XL, available in short and long sleeve.

- **Pants / Jeans:**

- 12 pants or jeans (as designated by the mechanic).
- Current Brand: Wrangler Relaxed-Fit (Jeans); SofTwill Flexwaist (Pant 1138).

Criteria:

- **Jeans:** 5-pocket Relaxed Fit, 100% Cotton Denim, lightweight, reinforced back pockets.

- **Pants:** Mostly poly/cotton, Navy, 7.75-ounce weight, flex fabric, flat front, two deep front pockets, 2 back pockets.
- Sizes: 28"-50" waist (Jeans), 28"-56" waist (Pants).
- **Coveralls (Substitute):**
 - 12 coveralls, one replaces both a shirt and pant/jean.

Criteria:

- 100% Durable Cotton, Navy, lightweight, side vent openings, 2 chest and 2 hip pockets, gripper front closure.
- **With Reflective Striping:** 100% Cotton, 12% Nylon, ATPV rating 8.6, Navy, lightweight.
- Sizes: M-5XL.

Maintenance Department – Additional Apparel

- **Work Jackets:**
 - 2 Navy Blue work jackets, TCAT patch on left chest.

Criteria:

- Enhanced Visibility: Poly/cotton twill, 2" reflective material on arms, shoulders, and back, quilt liner, water-resistant, wind-resistant.
- Sizes: Small-6 Tall XL.

- **T-Shirts:**
 - 5 Royal Blue T-shirts with TCAT logo imprinted.

Criteria:

- 100% Cotton, Royal Blue, lightweight, 1 chest pocket.
- Sizes: Small-6 Tall XL.

- **Winter Jacket:**
 - 1 Navy Blue/Black jacket, TCAT patch on left chest.

Criteria:

- 100% Cotton Duck Shell, Quilted Lining, heavy-duty, water-resistant, wind-resistant, breathable, insulated, hood.
- Sizes: Small-6 Tall XL.

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Bus Handlers (8 Employees)

- **T-Shirts:**

- 5 Navy Blue T-shirts with pockets, TCAT logo imprinted on the left chest.

Criteria:

- 100% Cotton, Navy Blue, lightweight, 1 chest pocket, fade-resistant, wrinkle-resistant.
- Sizes: Small-6 XL Tall.

- **Hi-Vis Work Shirts:**

- 8 Hi-Vis work shirts, any combination of long or short sleeve, designated by the Fueler.
- UAW patch on left arm, TCAT patch on left chest.

Criteria:

- Enhanced Visibility Work Shirt: Mostly cotton, Hi-Vis Yellow, lightweight, 2" reflective material, chest pocket.
- Sizes: Small-6 XL Tall (available in short and long sleeve).

- **Jeans:**

- 8 pairs of jeans, currently utilizing Wrangler Relaxed-Fit Jeans.

Criteria:

- 5-pocket Relaxed Fit Jeans, 100% Cotton Denim, lightweight, two reinforced back pockets.
- Sizes: 28"-50" waist.

- **Hi-Vis Work Jackets:**

- 2 Navy Blue/Hi-Vis work jackets, TCAT patch on left chest.

Criteria:

- Enhanced Visibility Jacket: Navy, mostly poly/cotton twill, lightweight, 2" reflective material sewn on 2 ½" polyester yellow fabric at upper arm area, front shoulder, and back of jacket. Hip length with quilt liner, water-resistant, wind-resistant, breathable, insulated.

- Sizes: Small-6 XL Tall.

Custodian (2 Employees)

- **Polo Shirts:**

- 6 Charcoal Polo Shirts, currently utilizing UniSport Micro Pique Polos.

Criteria:

- Mostly Poly Pique, Charcoal, lightweight, 1 chest pocket, fade-resistant, wrinkle-resistant, 3-button placket, Charcoal collar.
- Sizes: Small-6 Tall XL (short sleeve).

- **Pants:**

- 6 Navy Blue slacks (any combination of pants or jeans designated by the Custodian).
- Current Brand: Wrangler Relaxed Fit/Softwill Flexwaist Pants.

Criteria:

- **Jeans:** 5-pocket Relaxed Fit Jeans, 100% Cotton Denim, lightweight, reinforced back pockets.
- Sizes: 28"-50" waist (Jeans), Ladies' sizes 0-28.
- **Flat Front Work Pants:** Mostly poly/cotton, Navy, lightweight, flex fabric, flat front, two deep front pockets, 2 back pockets.
- Sizes: 28"-56" waist (Men's), Ladies' sizes 0-28.

- **Hi-Vis Work Jackets:**

- 2 Grey/Hi-Vis work jackets, TCAT patch on left chest.

Criteria:

- Enhanced Visibility Jacket: Grey, mostly poly/cotton twill, lightweight, 2" reflective material sewn on 2 ½" polyester yellow fabric at upper arm area, front shoulder, and back of jacket. Hip length with quilt liner, water-resistant, wind-resistant, breathable, insulated.
- Sizes: Small-6 XL Tall.

Group C – Uniform Rentals for Eride aca

This group includes the Eride Ithaca Staff. TCAT does not own these uniforms; replacements are based on the condition of the garments.

Professional Standard

Uniforms must be kept clean and present a neat, professional image. Any uniform showing signs of wear or damage should be replaced with a new item.

Supervisors (2 Employees)

- **Polo Shirts:**

- 6 black polo shirts (long or short sleeve), IETA embroidered on left chest.
- Current Brand: UniSport Micro Pique Polos.

Criteria:

- Mostly Poly Pique, Black, lightweight, 1 chest pocket, fade-resistant, wrinkle-resistant, 3-button placket.
- Sizes: Small-6 Tall XL, available in short and long sleeve.

- **Soft Shell Bomber Jacket:**

- 1 Black jacket, IETA patch on left chest.

Criteria:

- 100% Polyester woven shell bonded to water resistant film insert and 100% polyester microfleece interior. Full zip.
- Sizes: Small-6 Tall XL.

Drivers (8-15) Employees)

- **Polo Shirts:**

- 6 purple or green polo shirts (long or short sleeve), IETA embroidered on left chest.
- Current Brand: UniSport Micro Pique Polos.

Criteria:

- Mostly Poly Pique, purple or yellow, lightweight, fade-resistant, wrinkle-resistant, 3-button placket.
- Sizes: Small-6 Tall XL, available in short and long sleeve.

- **Soft Shell Bomber Jacket:**

- 1 Black jacket, IETA patch on left chest and UAW patch on the right shoulder.

Criteria:

- 100% Polyester woven shell bonded to water resistant film insert and 100% polyester microfleece interior. Full zip.
- Sizes: Small-6 Tall XL.

- **Pants:**

- 6 Navy Blue slacks (pants or shorts designated by the operator).
- Current Brand: SofTwill Flexwaist (Men's pant 1138/Cargo Shorts 1271;
- Women's pant 1167/Cargo Shorts 10A9).

Criteria:

- Men's: Mostly poly/cotton, Navy, 10.5-ounce weight, flex fabric, flat front, deep front pockets, 2 back pockets, tapered waistband.
- Women's: Mostly poly/cotton, Navy, 7.5-ounce weight, two styles (roomier or sleek fit), tapered waistband.
- Sizes: Men's 28"-56" waist, Women's 0-28.

Additional Notes for All Employee Groups

- **Uniform Quality Standards:** All uniforms should be durable, comfortable, and meet the specific performance standards outlined in the criteria. The contractor should be able to replace damaged or worn uniforms promptly to maintain a professional appearance for TCAT employees.
- **Delivery & Replacement Process:** The contractor must establish a process for the timely delivery of uniforms, as well as a straightforward system for requesting replacements when uniforms become damaged, worn out, or no longer fit. TCAT expects efficient turnaround times for replacements.
- **Size Availability:** The contractor should provide clear guidance on size availability for each type of uniform, and options for customized fittings, especially for employees who may fall outside standard size ranges.

Online Ordering Portal & Uniform Management

The successful Proposer will be required to establish an online portal or store specifically for TCAT employees to order their uniforms and manage returns. The portal should feature only TCAT-approved items, including the designated colors, styles, and sizes.

- **Order System Requirements:**

- The electronic ordering system should be capable of shipping items directly to TCAT, with consolidated shipping to reduce costs.
- Backend order reconciliation should be clear and straightforward, ensuring that invoices are easily aligned with purchases made.
- Proposers should describe any one-time setup fees, and any recurring annual fees associated with maintaining the portal or system in their proposal.
- The Proposer must also include the management of uniform rentals within the system to allow for easy adjustments as needed.

Order Fulfillment & Delivery

- **Order Processing Time:**

- Orders will be delivered to the designated contact person on the day of delivery. The expected turnaround time for orders is two weeks from the date the order is placed. If the processing time extends beyond this period, the Vendor must notify TCAT promptly.

- **Delivery Schedule:**

- Uniform deliveries must be made once per week, Monday through Thursday, between the hours of 8:00 AM and 3:00 PM. The delivery day should remain consistent each week.
- In the event of holidays or other schedule changes, the Vendor must notify TCAT in advance and adjust delivery times accordingly.

- **Garment Delivery:**

- All garments must be delivered on hangers to ensure that they maintain their condition and are ready for immediate use.

- **Onsite Storage:**

- The Vendor shall provide and maintain a designated storage area for clean and soiled garments. These garments must be stored separately to ensure hygiene and ease of processing.

Laundry & Maintenance Services

- **Laundry Turnaround Time:**

- The laundry turnaround time should not exceed one week. The Vendor should pick up soiled garments weekly and ensure that all laundry services are performed in a timely manner.

- **Insurance for Uniforms:**

- TCAT prefers the option to add insurance to uniform rentals to cover potential non-returns by employees. The Proposer should outline any insurance options available in their Proposal.

Uniform Fitting & Trial Period

- **Fitting Sessions:**

- TCAT reserves the right to request a uniform fitting session for employees, or to provide sample uniforms for sizing. This is to ensure proper fit, which is essential for the comfort, functionality, and safety of employees.

Conclusion

TCAT is seeking a contractor who can meet the uniform needs of all employee groups while maintaining high standards of professionalism and efficiency. The uniform systems should be easy to manage, reduce the administrative burden, and ensure that employees present a clean and professional image at all times.

The contractor is encouraged to provide any alternative solutions if they cannot meet specific criteria outlined in this RFP. The proposal that offers the best value, including meeting the uniform quality requirements and delivery timelines, will be selected.

Attachment – Uniform Patches





eRIDE ITHACA

PART VI
SPECIAL PROVISIONS

6.1 Contract Award

The resulting agreement will be awarded under one of the compensation models described in Section II-5. TCAT will determine the model that provides the best overall value and administrative efficiency. The initial contract term will be three (3) years, with TCAT retaining the option to renew the contract for up to two (2) additional one-year periods at TCAT's sole discretion.

All prices, whether unit prices or the fixed annual fee, shall remain firm for the initial contract year. Fixed annual fees listed on the Cost Proposal Form for Years 2 and 3 shall remain firm for their respective years. The Contractor may submit a written request for a price adjustment for fees for Years 2-5 under a unit price contract, and for Years 4-5 under a fixed annual fee contract. Any requested adjustment must include clear justification and supporting documentation and is subject to TCAT's review and written approval. Any approved price increase shall not exceed three percent (3%) per renewal year. No price increase shall take effect without TCAT's prior written authorization.

6.2 Expenses & Invoicing

The Contractor shall submit monthly invoices via email to TCAT at tcatap@tcatmail.com. Each invoice shall clearly identify:

- the billing period covered,
- the uniforms supplied, leased, or rented during the period,
- any approved additional services,
- the applicable unit prices, rental rates, or prorated annual fee amounts, and
- any approved portal or program management charges.

Invoices shall reflect only those charges permitted under the compensation model awarded under this Contract. No hourly billing, timekeeping, or matter-based billing is permitted. Supporting documentation shall be provided for any additional services expressly authorized in advance by TCAT. Invoice payments will be made either by check or via Electronic Funds Transfer (EFT) to the Contractor's designated banking institution. Bank checks are TCAT's preferred method of payment.

6.3 Selection Procedure

Proposals received after the date and time specified in the Schedule of Events are not eligible and shall not be considered for award of the Contract.

Award of the Contract shall be made to the responsive and responsible Proposer whose Proposal is determined to be the most advantageous to TCAT, taking into consideration the evaluation factors outlined in this RFP. This procurement is a competitive negotiation, and award will not be based solely on price.

Notwithstanding any other provision of this RFP, TCAT expressly reserves the right to:

- Waive any immaterial defect or informality, or
- Reject any or all Proposals, or
- Reissue the Request for Proposals, or
- Modify the scope of work or deliverables to meet budgetary limitations, or
- Cancel the Request for Proposals in whole or in part

TCAT's determination of the Proposal most advantageous to the agency shall be final.

6.4 [Reserved]

6.5 Proposer's Acknowledgement

By submitting a Proposal, the Proposer unequivocally acknowledges that the Proposer has read and fully understands this Proposal, and that the Proposer has asked questions and received satisfactory answers from TCAT regarding any provisions of this Proposal with regard to which the Proposer desires clarification.

6.6 Incorporation of Proposer's Proposal

- TCAT reserves the right to incorporate all or portions of the successful Proposer's Proposal including any revisions and supplements, into the Contract by reference or in full.
- Notwithstanding the foregoing, any portions of the proposal that conflict with, limit, impair, or otherwise diminish the benefits afforded to TCAT under this RFP shall be deemed incorporated into the Contract only if such provisions are expressly called out and approved by TCAT in writing.

6.7 Insurance Requirements

Insurance requirements are in Appendix D.

6.8 Interest of Members of TCAT

No member of the governing body of TCAT, other officer, employee, or agent of TCAT who exercises any functions or responsibilities in connection with the carrying out of the activities to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

6.9 Interest of Other Local Public Officials and State Officials

No person who exercises any functions or responsibilities in the review or approval of the carrying out of activities to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract. No part of the proceeds shall be paid directly or indirectly to any officer or employee of the State of New York as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or Proposer to TCAT in connection with any work contemplated or performed relative to this Contract.

6.10 Interest of Members, Or Delegates to Congress

In accordance with 18 U.S.C. § 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract, or to any benefit arising therefrom.

6.11 Interest of the Proposer

The Proposer represents, warrants, and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Proposer further covenants that no person having such interest shall be employed in the performance of this Contract.

6.12 Authority to Enter Contract

The Proposer has all requisite power and authority to conduct its business and to execute, deliver, and perform services specified in the RFP and any Contract that may be issued. The Proposer warrants that the individuals who have signed the Proposal have the legal right and authority to bind the Proposer.

6.13 Authorization of Proposal

The Proposal must be signed by an individual authorized to bind the Firm to the terms of the Proposal. If the Proposer is a corporation, professional corporation, limited liability partnership, or other business entity, the Proposal shall be signed in the legal name of the entity by an authorized officer, partner, or member. If the Proposer is an individual doing business under an assumed name, the Proposal shall so state.

6.14 Subcontract Approval

Proposer shall include in all subcontracts and supply contracts for services or materials under the Contract a provision making the subcontractor(s) subject to all provisions stipulated in the Contract. The Proposer shall be fully responsible for all services performed and materials supplied by any subcontractor or supplier.

6.15 Cost/Price Analysis

TCAT reserves the right to conduct a cost or price analysis for any purchase or service. TCAT may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single Proposal received will be subject to a cost/price analysis, which will include the appropriate verification of cost data, the evaluation of specific elements of costs, and the projection of the data to determine the effect on Proposal prices. TCAT may require a pre-award audit, and potential Proposers shall be prepared to submit data relevant to the proposed work which will allow TCAT to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal and State laws and local regulations. Procurements resulting in a single Proposal will be treated as a negotiated procurement, and TCAT reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, TCAT reserves the right to reject the single Proposal. All Contract change orders or modifications will be subject to a cost analysis.

6.16 Pricing

The price quoted in any Proposal submitted shall include all charges to complete the services. Proposer shall note discounts.

6.17 Prompt Payment

The selected Proposer agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from receipt of each payment the Proposer receives from TCAT. Any delay or postponement of payment may occur only for good cause following written approval of TCAT. This clause applies to both DBE and non-DBE subcontractors. If the Proposer determines the work to be unsatisfactory, it shall notify TCAT immediately, in writing, and state the reasons. Failure to comply with this requirement would be construed to be a breach of contract and subject to contract termination.

6.18 Additional Services Request

TCAT reserves the right to request services under this RFP that may not be specifically identified within the Scope (“Additional Services”). Proposers are encouraged to identify and provide supporting statements and price information for any other area(s) of services not listed in the Scope that may be related to Additional Services and the work of TCAT.

6.19 RFP/Proposed Contract Alterations

No alterations or variables in the terms of the RFP shall be valid or binding upon TCAT unless authorized in writing by TCAT.

6.20 [Reserved]

6.21 Publication and Media Restrictions

The Contractor shall not publish, reproduce, or release any project data in whole or in part without the prior written consent of TCAT, unless TCAT has expressly authorized the release of such data to the public.

6.22 Gratuities and Kickbacks

It shall be a violation of ethical standards for any person to offer, give, solicit, demand, or accept any gratuity or offer of employment in connection with TCAT’s contract decisions, recommendations, or procurement actions. Contractors shall ensure that no subcontractor provides any inducement for contract awards.

6.23 No Contingency Fees

The Contractor represents that no person has been retained to secure this Contract under any agreement for contingent commission, percentage, or brokerage fees, except bona fide employees or commercial agencies. TCAT may void the Contract or deduct any such fee if this representation is violated.

6.24 Non-Discrimination

The Contractor shall comply with all applicable federal, state, and local non-discrimination laws, including New York Executive Law Article 15 (Human Rights Law). Contractors must provide proof of non-discrimination policies upon request.

6.25 Licensing and Permits

The Contractor and all subcontractors must hold all licenses and permits required by the State of New York for performance of the work. All costs for licensing are the responsibility of the Contractor.

6.26 Right to Employ Other Contractors

TCAT reserves the right to obtain services from other contractors as needed to support its operations, regulatory obligations, or specialized requirements. Nothing in this Contract shall be construed to limit TCAT's ability to engage additional contractors or service providers at its sole discretion.

6.27 Contract Amendments/Modifications/Change Orders

No changes to the Contract, including scope or pricing, shall be valid unless authorized in writing by TCAT. Unauthorized changes are at the Contractor's expense.

6.28 Tax Exemption

TCAT is exempt from all applicable federal, state, and local taxes. Proof of tax exemption will be provided upon request.

6.29 Attorney Fees

If TCAT takes legal action to enforce the Contract and prevails, the Contractor shall reimburse TCAT for all attorney's fees and legal costs.

6.30 Ineligible Contractors and Subcontractors

Contractors or subcontractors on the Comptroller General's list of ineligible contractors for federally-assisted projects are prohibited from participation. TCAT shall terminate contracts if a Contractor becomes ineligible.

6.31 Indemnification

This indemnity provision applies and is incorporated by reference into the Contract. To the fullest extent permitted by law, the Contractor agrees to fully defend, indemnify and hold harmless TCAT, City of Ithaca, Tompkins County and Cornell University and their respective directors, officers, elected officials, Boards, employees, agents and volunteers (hereafter collectively referred to as "Indemnified Parties") from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) (collectively, the Losses), whether or not involving a third party claim, which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, or contamination of or adverse effects on the environment, caused by, resulting from, or arising out of the negligent or intentional wrongful acts or omissions of Contractor or Contractor's employees, agents or subcontractors, in connection with the Contract. To the extent

the Indemnified Parties are negligent, Contractor's duty to indemnify them shall not extend to the proportion of loss attributable to the Indemnified Parties' negligence. Contractor shall provide counsel approved by TCAT and may not settle claims affecting TCAT without TCAT's prior written consent.

ATTACHMENT A
SAMPLE SERVICE AGREEMENT

**Tompkins Consolidated Area Transit, Inc. and [Contractor]
Agreement for Services**

THIS AGREEMENT is made ____ day of _____, 2026 between **TOMPKINS CONSOLIDATED AREA TRANSIT, INC.**, with offices at 737 Willow Avenue, Ithaca, New York 14850 (hereinafter referred to as "TCAT") and *[list name and address]* (hereinafter referred to as the "Contractor").

WHEREAS, through a Request for Proposals process, TCAT has selected Contractor to provide uniform services to TCAT,

Now, therefore, TCAT and Contractor agree as follows:

1. Services to be Performed.

A. Contractor agrees to provide uniform services to TCAT as set forth in TCAT's Request for Proposals # _____ *[list number and title]*, dated _____, *[add Addenda, if applicable, such as "and its Addendum 1 (issued _____)"]* (collectively, the "RFP") and in Contractor's response to the RFP dated _____ (the "Proposal"). Contractor shall comply with the schedules for completion of work as described in the RFP *[add: "and in the Proposal" if the Proposal contains shorter or additional schedules]*.

B. The following are attached to this Agreement and are incorporated herein by reference:

- Exhibit A (the RFP, including but not limited to exhibits, attachments, certifications, and New York State clauses)
- Exhibit B (Contractor's Proposal)

C. Without limiting the foregoing, the parties acknowledge that all provisions of the RFP's Special Provisions section, including but not limited to insurance and indemnification provisions, are incorporated herein by reference.

D. In the event of any inconsistency in or conflict among the provisions in this Agreement and Exhibits A-B listed above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth below:

- this Agreement
- Exhibit A
- Exhibit B

2. Fees. The Contractor shall be paid the amounts shown in the Proposal's Cost Proposal Form for services provided, including all goods, labor, deliveries, transportation, costs, and other expenses associated with providing these services to TCAT. For any renewal periods, these amounts will be increased as set forth in RFP Section 6.1. Payments will be made in accordance with RFP Section 6.2.

3. Term of Agreement. The term of this Agreement shall be from _____, 2026 through _____, 2029, unless earlier terminated by either party. This Agreement may be renewed as set forth in RFP Section 6.1.

4. Quality of Work. The Contractor shall perform its services using that degree of skill and care ordinarily exercised under similar conditions by experienced, qualified, competent and reputable professionals practicing in the same field in the same or similar locality at the time of performance. The Contractor shall comply with all laws, regulations and standards required by federal, state, and/or local rules and regulations and/or funding requirements applicable to its services.

5. Relationship. The Contractor and personnel provided under this Agreement are, for all purposes (including, without limitation, withholding of income tax, payment of workman's compensation, and payment of FICA taxes) independent contractors and no employer-employee relationship is intended, implied or created by this Agreement. Contractor shall determine the times and manner of performance of any services for TCAT hereunder consistent with the overall obligations to complete in a timely manner the work contemplated by this Agreement. Contractor shall be free to devote such portions of its time not required for the performance of services to TCAT in such manner as Contractor sees fit and for such other persons, firms, or entities as Contractor deems advisable, provided that such other services do not constitute a conflict of interest with the interests of TCAT.

6. Ownership of Products of Service. All work products of any services to be performed hereunder shall be the property of TCAT, and TCAT is vested with all rights therein, including the right to use, duplicate, distribute, share or sell such materials, without any further compensation of any nature to Contractor. If patents or copyrights may be obtained with respect to such work, TCAT shall own same and have all rights to same without further compensation to the Contractor. The Contractor also retains the right to use the work products.

7. Disputes and Claims for Damages.

A. Disputes. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by TCAT's _____ [*list authorized representative*]. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of the decision, the Contractor notifies TCAT of its appeal to TCAT's _____ [*list position to hear appeal*] and furnishes TCAT with all reasons and documentation supporting its appeal. The written decision of the _____ shall be binding upon the Contractor.

B. Performance during Dispute. Unless otherwise directed in writing by TCAT, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

C. Claims for Damages. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of the other party's

employees, agents or others for whose acts the other party 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 or damage.

8. Termination.

Notwithstanding the term set forth in Section 3:

A. This Agreement may be terminated by TCAT at any time without cause upon thirty (30) days prior written notice to Contractor, in which case the Contractor shall be paid pro-rata for the satisfactory work performed to the date of termination.

B. This Agreement may be terminated immediately by TCAT upon the Contractor's breach of any of its terms if the Contractor remains in breach for ten (10) days after TCAT provides written notice to cure the specified default. The Contractor will be paid only for services performed in accordance with this Agreement. If TCAT later determines that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault of or are beyond the control of Contractor, TCAT may allow the Contractor to continue work, or treat the termination as a termination without cause.

C. Reserved

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

9. Contractor May Not Assign. This Agreement may not be assigned by the Contractor without the previous written consent to such assignment from TCAT, which consent may be withheld entirely at the discretion of TCAT, it being understood that TCAT is making this Agreement personally with the Contractor and is not intending that it be performed by any other person or entity except through subcontractors expressly permitted by TCAT.

10. Binding Nature of Agreement. This Agreement is binding upon the parties, their respective representatives and successors and, when assignment is permitted, assigns.

11. Governing Law, Jurisdiction, and Enforcement. This Agreement is made in New York, and shall be construed under the laws of the State of New York without regard to, or the application of, New York State's choice of law provisions. Both parties consent that if any action is brought to enforce this Agreement, it shall be brought only in an appropriate Court in Tompkins County, New York, and both parties consent to the jurisdiction of such court.

12. Notices. Any notices or other communications given under or in relation to this Agreement shall be deemed duly given if served personally or by commercial courier service upon the other party at the address set forth above, or by certified mail to the other party at the address set forth above, return receipt requested. All notices shall be effective upon the date of

receipt. Either party may change the address to which notices are sent by giving notice of such change in the manner set forth above to the other party.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements, negotiations or understandings, existing between the parties. This Agreement may be amended only by written instrument signed by each party.

14. Claims and Disputes Arbitration. TCAT may elect to subject disputes arising out of this Agreement to resolution by mediation or arbitration or litigation. This election can be made at any time up until sixty (60) days after the claim or dispute arises in writing. If TCAT does not make an election, the dispute shall be subject only to litigation. Unless otherwise agreed by the parties at the time of such election, the rules governing mediation or arbitration invoked by TCAT shall be the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. Contractor hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration.

15. Rights and Remedies. Duties and obligations imposed by this Agreement and the rights and remedies available hereunder 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 TCAT shall constitute a waiver of any right or duty afforded TCAT under the Agreement, 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.

16. Survival. The rights and obligations of the respective parties under RFP Special Provisions Section 6.31 (Indemnification), and under this Agreement's Section 10 (Binding Nature of Agreement), Section 11 (Governing Law, Jurisdiction, and Enforcement), and Section 14 (Claims and Disputes Arbitration) shall survive the expiration or termination (for any reason) of this Agreement and remain in full force and effect.

17. Severability. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the parties to the extent necessary to make it valid and operative, or if it cannot be so modified, then it shall be deemed severed, and the remainder of this Agreement shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day(s) and year written below.

**TOMPKINS CONSOLIDATED
AREA TRANSIT, INC.**

[CONTRACTOR]

By: _____
Shawna Black
Board Chairperson

By: _____
[Name]
[Title]

Date: _____

Date: _____

By: _____
Matthew Rosenbloom-Jones
General Manager

Date: _____

APPENDIX B
CERTIFICATION
CHECKLIST

PROPOSER/CONSULTANT INFORMATION

The following information must be provided.

Name of Individual, Partnership or Corporation.

Mailing Address

City

State

Zip Code

Business Address (if different from Mailing Address)

City

State

Zip Code

Contact Person

Area Code & Telephone

Area Code & Fax Number

Authorized Person and Title

Signature of Authorized Person and Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID WILL
RENDER THE BID NON-RESPONSIVE)

NON-COLLUSION BIDDING CERTIFICATION

Required by Section 139 D of the State Finance Law

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

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

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

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

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

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

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

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____

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

NAMES	LEGAL RESIDENCE	
_____	_____	President
_____	_____	Vice President
_____	_____	Secretary

CERTIFICATE OF ELIGIBILITY

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

Contractor _____

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

Employer's Identification Number: _____

EQUAL EMPLOYMENT OPPORTUNITY

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

Contractor _____

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (c) 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.
- (d) 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. 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.,

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____

Date _____ / _____ / _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

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

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

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

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

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

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

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

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

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

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

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

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

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

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

Certification

Contractor: _____

Signature of Authorized Official: _____

Date ____ / ____ / ____

Name and Title of Contractor's Authorized Official: _____

PROPOSER ACKNOWLEDGMENT

STATE OF _____)

) SS:

COUNTY OF _____)

On this _____ day of _____, in the year before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____; that he is the _____ of the _____

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

Notary Public

COST PROPOSAL FORM

(Submit as a separate file from the Technical Proposal)

Proposer Information

- Company Name: _____
- Contact Name & Title: _____
- Email & Phone: _____

1. Select Compensation Model

Check one:

- Option 1 – Unit / Item-Based Pricing**
- Option 2 – Fixed Annual Fee (All-Inclusive)**

2. Option 1 – Unit / Item-Based Pricing

(Complete only if Option 1 is selected)

A. Purchased-Only Items (Supervisors/min)

(No lease or rental pricing)

Item	Unit Price
Maroon Oxford Shirt	\$ _____
Maroon Polo Shirt	\$ _____
E-ride Polo shirts	
E-ride Jackets	

B. Purchase OR Lease Items (Bus Operators)

(Provide both if available; if not, leave blank)

Item	Purchase Price	Lease Price (Weekly)
Light Blue Oxford Shirt	\$ _____	\$ _____
Royal Blue Polo	\$ _____	\$ _____
Navy Pants	\$ _____	\$ _____
Navy Shorts	\$ _____	\$ _____
Sweater (Black)	\$ _____	\$ _____
Vest (Navy)	\$ _____	\$ _____
3-Season Jacket	\$ _____	\$ _____
Winter Jacket	\$ _____	\$ _____

C. Rental Items (Maintenance, Handlers, Custodians)

(Weekly rental rate only)

Item	Weekly Rental Rate
Work Shirts	\$ _____
Pants / Jeans	\$ _____
Coveralls	\$ _____
Work Jackets	\$ _____
T-Shirts	\$ _____
Hi-Vis Shirts	\$ _____
Hi-Vis Jackets	\$ _____
Winter Jackets	\$ _____

D. Additional Costs (If Applicable)

(Leave blank if included in pricing)

Service	Cost
Embroidery (per item)	\$_____
Patch Application (per patch)	\$_____
Alterations (per item)	\$_____
Online Portal – Setup Fee	\$_____
Online Portal – Annual Fee	\$_____
Delivery (Weekly)	Included / \$_____

3. Option 2 – Fixed Annual Fee

(Complete only if Option 2 is selected)

Annual Fee (All-Inclusive):

- Year 1: \$_____
- Year 2 (if renewed): \$_____
- Year 3 (if renewed): \$_____

4. Price Adjustment

Proposer acknowledges the 3% maximum annual **increase** applicable to fees for Years 2-5 under a unit price contract, and for Years 4-5 under a fixed annual fee contract.

Yes, acknowledged

5. Certification

I certify that all prices are complete and include all costs required to perform the services described in the RFP.

Signature: _____

Name & Title: _____

Date: _____

APPENDIX C
NEW YORK STATE CLAUSES

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 applicable 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, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall

provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor

affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said

records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

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

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix C, the terms of this Appendix C 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 and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law

§ 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

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

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default. The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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

APPENDIX D: INSURANCE

REQUIREMENTS

Insurance Requirements (Uniform Services Version)

A. The Contractor and any subcontractors (“Subcontractors”) shall, at their sole cost and expense, procure and maintain insurance of the types and with the limits set forth below. All insurance shall be placed with insurance carriers licensed to do business in the State of New York and rated no lower than A- VII by the most recent A.M. Best’s Key Rating Guide, unless otherwise approved in writing by TCAT. All policies shall be maintained for the duration of the Contract and any required extension periods.

1) Commercial General Liability (CGL)

a) Coverage shall be written on an occurrence form with limits of not less than:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

b) Coverage shall include, at a minimum:

- Bodily injury and property damage
- Personal and advertising injury
- Products and completed operations
- Contractual liability covering the indemnity obligations assumed under this Contract

c) The policy shall not contain exclusions that would eliminate or materially impair coverage for uniform supply, delivery, fitting, or administrative services performed for TCAT.

2) Automobile Liability

a) Coverage shall apply to any owned, non-owned, and hired vehicles used in connection with the performance of this Contract, including uniform delivery vehicles.

b) Limits shall be not less than \$1,000,000 combined single limit (CSL) per accident.

3) Workers’ Compensation and Employer’s Liability

Statutory coverage complying with the New York Workers’ Compensation Law. Contractor and Subcontractors must submit one of the following:

- a) CE-200 – Certificate of Attestation of Exemption from NYS Workers’ Compensation, OR
- b) C-105.2 – Certification of NYS Workers’ Compensation Insurance, OR
- c) U-26.3 – State Insurance Fund version, OR
- d) SI-12 – Certificate of NYS Workers’ Compensation Self-Insurance, OR
- e) GSI-105.2 – Certificate of NYS Workers’ Compensation Group Self-Insurance

4) Disability Benefits Coverage

Statutory coverage complying with NYS Workers' Compensation Law. Contractor and Subcontractors must submit one of the following:

- a) CE-200 – Certificate of Attestation of Exemption from NYS Disability Benefits Coverage, OR
- b) DB-120.1 – Certification of Disability Benefits Insurance, OR
- c) DB-155 – Certificate of Disability Self-Insurance

5) Umbrella or Excess Liability

- a) Limits shall be not less than \$2,000,000 per occurrence and in the aggregate.
- b) Coverage may be used to supplement underlying policies to meet the minimum limits required herein.
- c) Umbrella/Excess coverage shall follow form over the CGL, Auto Liability, and Employer's Liability policies.

6) Certificates of Insurance

- a) Certificates evidencing all required coverage shall be provided to TCAT prior to Contract execution and upon each policy renewal.
- b) Certificates shall state that TCAT, the City of Ithaca, Tompkins County, and Cornell University are included as Additional Insureds on the CGL, Auto Liability, and Umbrella/Excess policies, as applicable.
- c) All policies shall provide 30 days' prior written notice to TCAT of cancellation, non-renewal, or material modification.