



DATE: June 18, 2025  
TO: Authority Members  
FROM: Nicholas F. Laino  
RE: June 20, 2025

Governance Committee – 9:00 AM  
Audit & Finance Committee – 9:30 AM  
Board Meeting – 10:00 AM

### **AGENDA**

- 1- Chairman's Report
  - a. Reading of Minutes, May 30, 2025 – Regular Meeting, CNYRTA & Subsidiaries
  - b. Future Committee Meetings
- 2- Chief Executive Officer's Report – Christopher Tuff
  - a. Legislative Matters
  - b. Service Matters
  - c. Senior Staff Reports
- 3- Audit and Finance Committee Report
  - Finance Report – Vice President of Finance – Melissa Brim
  - a. Resolution – Annual Subsidy Payments – Melissa Brim
  - b. Resolution – PDS Vista Software Renewal and Maintenance – Chris King
- 4- Old Business
- 5- New Business

This agenda may be amended by the addition or deletion of items for discussion.

### **BOARD OF MEMBERS**

**Nicholas F. Laino**  
*Chairman – Oneida County*

**Anthony Q. Davis Sr.**  
*Vice Chairman – City of Syracuse*

**Darlene DeRosa Lattimore**  
*Secretary – Cayuga County*

**Tina M. Fitzgerald**  
*Treasurer – Governor's Office*

**Neil Burke**  
*Member – City of Syracuse*

**Robert F. Cuculich**  
*Member – Onondaga County*

**Monty Flynn**  
*Member – Oswego County*

**Julius L. Lawrence Jr.**  
*Member – City of Syracuse*

**Louella Williams**  
*Member – Onondaga County*

**Francis S. Saya III**  
*ATU 580*

**Christopher Tuff**  
*Chief Executive Officer*

**THE CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY**  
**AUDIT AND FINANCE COMMITTEE**  
**200 CORTLAND AVENUE, SYRACUSE, NEW YORK**  
**MINUTES OF THE MAY 30, 2025, AUDIT AND FINANCE COMMITTEE MEETING**

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**MEMBERS PRESENT:**

NICHOLAS LAINO, Chair  
DARLENE LATTIMORE, Secretary  
TINA FITZGERALD, Treasurer  
NEIL BURKE  
ROBERT CUCULICH  
MONTY FLYNN  
JULIUS LAWRENCE

**MEMBERS ABSENT:**

ANTHONY DAVIS, Vice Chair  
LOUELLA WILLIAMS  
FRANK SAYA, Non-Voting Member

**STAFF PRESENT:**

CHRISTOPHER TUFF, Deputy Chief Executive Officer  
JACQUELYN MUSENGO, VP of Human Resources  
GEOFF HOFF, VP of Fleet and Facilities  
RAHMIN AZRIA, VP of Operations  
MELISSA BRIM, VP of Finance  
CAITLIN MACCOLLUM, Sr Director of Procurement  
TARA SPRAKER, Director of Capital Programs  
CHRIS MORRALE, Director of Human Resources  
CHRISTOPHER KING, Procurement Manager  
JASON SMITH, Sr Procurement Analyst  
EJ MOSES, Director of Facilities and Grants  
PAULA CUTRONE, Sr Manager of Transit Data and Equity  
JOE DEGRAY, Administrative Advisor  
SUZANN HENSLEY, Internal Control Manager  
JEANNINE JOHNSON, Executive Assistant

**PUBLIC PRESENT:**

BRAD HUNT, Legal Counsel  
MARIO COLONE  
JOE CALABRESE  
JON MALOFF

**CALL TO ORDER** At 10:45 A.M. Chairman Laino called the meeting to order.

- Chairman Laino noted a quorum was present
- The next Committee meeting will be on June 20, 2025

#### EXCESS LIABILITY POLICY RENEWAL

Mr. Jon Maloff presented a Motion to approve the Excess Liability Policy Renewal. A copy of the Motion is attached to these Minutes.

A Motion to approve the Excess Liability Policy Renewal, as recommended by the Audit and Finance Committee, was raised and forwarded to the Board for approval.

Motion – Tina Fitzgerald

Seconded – Darlene Lattimore

Carried Unanimously to the Board with a recommendation of approval.

#### PRELIMINARY FINANCIAL STATEMENTS AS OF MARCH 31, 2025

Ms. Brim presented a Motion to approve the Preliminary Financial Statements as of March 31, 2025. A copy of the Motion is attached to these Minutes.

A Motion to approve the Preliminary Financial Statements as of March 31, 2025, as recommended by the Audit and Finance Committee, was raised and forwarded to the Board for approval.

Motion – Tina Fitzgerald

Seconded – Julius Lawrence

Carried Unanimously to the Board with a recommendation of approval.

#### ARMORED MOTOR SERVICES 2026-2031

Mr. King presented a Resolution to authorize a contract award for Armored Motor Car Services. A copy of the Resolution is attached to these Minutes.

A Resolution to authorize a contract award for Armored Motor Car Services 2026-2031 to Loomis Armored US for a five-year term commencing March 1, 2026, as recommended by the Audit and Finance Committee, was raised and forwarded to the Board for approval.

Motion – Monty Flynn

Seconded – Neil Burke

Carried Unanimously to the Board with a recommendation of approval.

#### ON PREMISES BACKUP 2025-2028

Mr. Smith presented a Resolution to authorize a contract award for On Premises Backup. A copy of the Resolution is attached to these Minutes.

A Motion to authorize a contract award for On Premises Backup to Maureen Data Systems for a three-year term commencing November 7, 2025, as recommended by the Audit and Finance Committee, was raised and forwarded to the Board for approval.

Motion – Darlene Lattimore

Seconded – Robert Cuculich

Carried Unanimously to the Board with a recommendation of approval.

ADJOURNED

There being no further business to come before the Committee, the Audit and Finance Committee Meeting was adjourned.

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Chairman

ATTEST:

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Secretary



**THE CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY**  
**(and its Subsidiaries)**  
**200 CORTLAND AVENUE, SYRACUSE, NEW YORK**  
**MINUTES OF THE MAY 30, 2025, BOARD MEETING**

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MEMBERS PRESENT:                   NICHOLAS LAINO, Chair  
  DARLENE LATTIMORE, Secretary  
  TINA FITZGERALD, Treasurer  
  NEIL BURKE  
  ROBERT CUCULICH  
  MONTY FLYNN  
  JULIUS LAWRENCE

MEMBERS ABSENT:                   ANTHONY DAVIS, Vice Chair  
  LOUELLA WILLIAMS  
  FRANK SAYA, Non-Voting Member

STAFF PRESENT:                   CHRISTOPHER TUFF, Deputy Chief Executive Officer  
  STEVE KOEGEL, VP of Communication and Business Planning  
  JACQUELYN MUSENGO, VP of Human Resources  
  GEOFF HOFF, VP of Fleet and Facilities  
  RAHMIN AZRIA, VP of Operations  
  MELISSA BRIM, VP of Finance  
  CAITLIN MACCOLLUM, Senior Director of Procurement  
  JOE DEGRAY, Administrative Advisor  
  CHRIS MORRALE, Director of Human Resources  
  TARA SPRAKER, Director of Capital Programs  
  EJ MOSES, Director of Facilities and Grants  
  CHRISTOPHER KING, Procurement Manager  
  PAULA CUTRONE, Sr Manager of Transit Data and Equity  
  JASON SMITH, Sr Procurement Analyst  
  SUZANN HENSLEY, Internal Control Manager  
  JEANNINE JOHNSON, Executive Assistant

PUBLIC PRESENT:                   BRAD HUNT, Legal Counsel  
  MARIO COLONE  
  JOE CALABRESE

CALL TO ORDER   At 11:10 A.M. Chairman Laino called the meeting to order.

- Chairman Laino and the Board Members recited the Pledge of Allegiance
- Chairman Laino noted a quorum was present

## UPCOMING MEETINGS

- Chairman Laino announced the following meetings for June 20, 2025:
  - Governance Committee Meeting – 9:00 AM
  - Audit and Finance Meeting – 9:30 AM
  - Board Meeting – 10:00 AM

## APPROVAL OF THE APRIL 25, 2025, BOARD MEETING MINUTES - MOTION NO. 2770

Motion – Julius Lawrence

Seconded – Neil Burke

Carried Unanimously

## DEPUTY CHIEF EXECUTIVE OFFICER’S REPORT – Mr. Tuff

In addition to Mr. Tuff’s written report, attached to these Minutes, he discussed the following:

### EARTH DAY CLEAN-UP

Centro participated in the National Earth Day clean-up on April 26<sup>th</sup>. We had a great turnout with about 60 Centro employees and their families taking part. We collected trash and debris in the neighborhood surrounding the Centro facility. Many thanks to Caitlin MacCollum and the team for organizing this event each year.

### HONOR FLIGHT SYRACUSE

On May 3rd, we provided transportation at the airport for Honor Flight Syracuse mission #22. The purpose of the flights is to honor American veterans by transporting them to Washington, DC, to visit the national memorials dedicated to their service and sacrifice. The buses serve as parking lot shuttles to transport the veterans from the parking lot to the terminal and back to their vehicles when they return from the mission. We are proud to support this service for our American veterans.

### MEMORIAL DAY PARADE

On Monday, May 26th, Centro was invited to participate in Eastwood Memorial Day. Staff and their families walked alongside our bus. We plan to continue engaging in community events to keep Centro at the forefront of their minds. We are already preparing to take part in the Juneteenth Event on June 14th and the Pride Parade on June 21st. Thank you to the marketing team for organizing these community events.

### NEW YORK PUBLIC TRANSIT ASSOCIATION (NYPTA) BOARD MEETING

On May 29th, I attended the NYPTA board meeting in Albany. Members from across the state gathered to discuss the budget status and conference planning for the fall and upcoming years. We also explored ideas to maintain engagement with Public Transit Leadership Institute (PTLI) alumni after they complete the program.

### INTERNAL CONTROL MANAGER

Suzann Hensley has been hired as the Internal Control Manager. Before joining Centro, she spent 22 years in the Air Force as a battle manager. Most recently, she was a Contract Management Specialist with the NYS Department of Agriculture. She brings a wealth of experience and leadership skills. We welcome Suzann to the Centro team and thank her for her service.

### SENIOR STAFF REPORTS

#### FLEET AND FACILITIES REPORT – Mr. Hoff

Mr. Hoff discussed Gillig being on site the week of June 2<sup>nd</sup> to perform roof repairs. They intend repairing ten (10) buses with leaking roofs. Gillig will also train staff and a couple outside vendors on how to perform repairs. Any future repairs will be covered for the life of these buses.

Maintenance Restrooms and Women's Admin Downstairs are completed. Admin Downstairs Men's restroom - finishing touches, anticipate one more week before completion.

Mr. Hoff then discussed staff (admin and mechanics) attended training in Texas on CNG Electric fueling skids. Training consisted of hands on and safety.

- They spent a lot of time on safety
- How to check for leaks
- Preventative maintenance

Staff will be performing repairs on these skids, which training was well received. Installation of the first skid to arrive towards the end of June.

#### BUSINESS DEVELOPMENT AND CORPORATE COMMUNICATIONS REPORT – Mr. Koegel

Mr. Koegel reported that ridership on Centro Bus services continues to gradually increase across all properties. Cortland ridership was reported for the first time in April, with just over 4,700 rides for the month. Mr. Koegel also reported that progress continues to be made on the redesign of the CNY Centro route system and the City of Oswego route system. Both are scheduled to be put into place in 2026.

### AUDIT AND FINANCE COMMITTEE REPORT

#### EXCESS LIABILITY POLICY RENEWAL - MOTION NO. 2771

Mr. Jon Maloff presented a Motion to approve the Excess Liability Policy Renewal. A copy of the Motion is attached to these Minutes.

A Motion to approve the Excess Liability Policy Renewal, was raised.

Motion – Monty Flynn  
Seconded – Tina Fitzgerald  
Carried Unanimously

PRELIMINARY FINANCIAL STATEMENT AS OF MARCH 31, 2025 - MOTION NO. 2772

Ms. Brim presented a Motion to approve the Preliminary Financial Statements as of March 31, 2025. A copy of the Motion is attached to these Minutes.

A Motion to approve the Preliminary Financial Statements as of March 31, 2025, was raised.

Motion – Julius Lawrence  
Seconded – Monty Flynn  
Carried Unanimously

ARMORED MOTOR CAR SERVICES 2026-2031 - RESOLUTION NO. 2658

Mr. King presented a Motion to authorize a contract award for Armored Motor Car Services. A copy of the Resolution is attached to these Minutes.

A Motion to authorize a contract award for Armored Motor Car Services 2026-2031 to Loomis Armored US for a five-year term commencing March 1, 2026, was raised.

Motion – Darlene Lattimore  
Seconded – Tina Fitzgerald  
Carried Unanimously

ON PREMISES BACKUP 2025-2028 - RESOLUTION NO. 2659

Mr. Smith presented a Resolution to authorize a contract award for On Premises Backup. A copy of the Resolution is attached to these Minutes.

A Motion to authorize a contract award for On Premises Backup to Maureen Data Systems for a three-year term commencing November 7, 2025, was raised.

Motion – Robert Cuculich  
Seconded – Julius Lawrence  
Carried Unanimously

OLD BUSINESS

Mr. Julius Lawrence discussed the required preparation for the upcoming Centro presentation at the June 2025 TNT meeting.

LEGAL COMMITTEE REPORT/EXECUTIVE SESSION – MOTION NO. 2773

The Legal Committee met in Executive Session on Motion made earlier this morning.

Motion – Darlene Lattimore

Seconded – Monty Flynn

Carried Unanimously

MOTION 2773, pursuant to public officer's law section 105 (1) (d) (discussion regarding litigation).  
Upon exiting the Legal Committee Meeting, the Chairman announced no action was taken.

FUTURE BUSINESS

Chairman Laino announced that the Board has made their decision on the appointment of the new Chief Executive Officer. After a nationwide search, the Board has decided to appoint Christopher Tuff as the new CEO.

HIRING CHRISTOPHER TUFF AS CHIEF EXECUTIVE OFFICER – MOTION NO. 2774

Mr. Laino requested a Motion to approve the hiring of Christopher Tuff as CEO and to approve the appointment contract, and the base salary as discussed in the Legal Committee meeting.

A Motion to approve the hiring of Christopher Tuff as CEO was raised.

Motion – Tina Fitzgerald

Seconded – The Board in its Entirety for the Record

Carried Unanimously

Mr. Tuff thanked everyone for their support. Chairman Laino then read a brief synopsis of Mr. Tuff's accomplishments at CNYRTA.

ADJOURNED

There being no further business to come before the Board, the CNYRTA and its Subsidiaries Board meeting was adjourned.

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Chairman

ATTEST:

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Secretary

# Governance Committee Agenda

Presented by Christopher Tuff, CEO June 20, 2025

## Board Actions Motions and Resolutions

### REVIEW:

Annual Management's Report on Internal Control

Annual Performance Measures Report

### SUPPLEMENTAL INFORMATION:

Strategic Plan Update



## Governance Report

TO: CNYRTA Board of Members  
FROM: Christopher Tuff, Chief Executive Officer  
RE: June Governance Report (June 20, 2025)  
DATE: June 11, 2025

### MANAGEMENT REPORT ON INTERNAL CONTROL

Public Authorities Law §2931(1)-(2) requires the CNYRTA to annually certify that it followed a method of review over its system of internal control in line with accepted internal control standards. CNYRTA Internal Control Program activities support this certification. For FYE 2025, no material deficiencies were noted. Several opportunities for increased operational efficiencies and reduction of risk were discovered during the year, and action plans are in progress.

### ANNUAL PERFORMANCE MEASURES REPORT

The attached Performance Measures report includes the FYE 2025 measurements of **ridership**, **service efficiency** and **operating performance**. This report is required under PAL §2824-a. This report is posted to the CNYRTA public facing website and submitted to the Public Authorities Reporting & Information System (PARIS) annually. All measurements were in line with expectations, with no unexplained variances over prior year.

### STRATEGIC PLANNING UPDATE

The Strategic Planning Team has completed the Mission, Vision & Values project, which the Board of Members approved in August 2024. Following the adoption of the Mission, Vision and Values, the Strategic Planning Team began the task of putting those Core Components into action and updating the Strategic Plan. This process involves several activities, including assessing organizational strategies, prioritizing goals and initiatives, and defining milestones, targets, and performance measures.



# The Central New York Regional Transportation Authority

## Management Report on Internal Control Fiscal Year Ending March 31, 2025





June 20, 2025

Consistent with New York State Public Authorities Law §2931, the Central New York Regional Transportation Authority (CNYRTA) has an established a system of internal control and ongoing management that is in line with the *Standards for Internal Control in New York State Government (2016)* issued by the New York State Office of the Comptroller, and the *COSO Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

The CNYRTA Internal Control Program of review consists of activities designed to evaluate internal control for effectiveness and efficiencies in line with the applicable standards. The design of the program is continuously monitored by the Internal Control Officer to ensure activities are appropriate and effective. Internal Control Program activities may include but are not limited to:

- *Strategic planning*
- *Control testing*
- *Risk assessments*
- *Control design and development*
- *Management advisory and special projects*
- *Policy development and document control*

The Director of Internal Control continuously considers levels of inherent and residual risk across business objectives to determine the type and frequency of any assessments, control testing and other program activities to be performed. Internal Control Review plan activities are subject to modification at any time based on available resources and risks identified during the regular course of business or program activities.

### **FY 2024-25 Internal Control Certification**

This report serves as management’s assessment of the effectiveness of the CNYRTA system of internal control across as required by New York State Public Authorities Law §2800(1)(a)(9) for FYE 2025.

#### *Control Environment*

Based on observations, questionnaires, and management interviews performed during FYE 2024-25, the CNYRTA control environment appears in line with internal control standards on integrity, ethics, accountability, transparency, performance, and qualified Board oversight. Management continues to consider various avenues for training and skill building to provide to staff, further developing workforce competencies and planning for future growth. In addition, the organization continues to evaluate its accountability measures and enhance its incentive and performance programs.

#### *Risk Assessment*

In addition to risk assessments performed by management during the normal course of business, risk is evaluated by the Internal Control Department as part activities within the Internal Control Program. These risk assessments consider various types of risks - including fraud risk - across all identified organizational objectives. Risk levels established by the Internal Control department, and risks identified by management directly are considered in the development of review activities and business process design.

#### *Control Activities*

Control activities are reviewed by management during the regular course of business and by the Internal Control Department through control testing. Control testing includes but is not limited to activities such as inspection of records, document review, tests of details, management interviews, and unannounced and planned observations. Tests performed vary by function and risk level. No material exceptions were noted in any control testing performed in FYE 2025. Policy and

procedure documentation and management continues to improve through the ongoing application of Internal Control Program activities. Management continues to participate in any ongoing action plans addressing non-material exceptions and opportunities for increased efficiency.

#### *Information & Communication*

Management continues to focus on improving the usefulness of available data and information including accessibility and communication methods. Enhancements to internal communications continue with expanded email and Intranet access. Research into additional enhanced technology solutions in data analytics and information access for employees continues. Information typically flows freely and transparently to external parties, including the public, regulators, and vendors, and all community stakeholders.

#### *Monitoring*

In addition to conducting internal ongoing separate evaluations across all functions, the Internal Control Department serves as a resource to assist management in properly monitoring internal control as part of everyday business. Management routinely discusses potential opportunities for improvements in internal control outside of scheduled separate evaluations, indicating an understanding of internal control responsibility across management staff.

In addition to in-house internal control monitoring, various members of the CNYRTA management team actively participated in five additional audits performed by external agencies including the NYS Public Transportation Safety Board, the Federal Transit Administration, and New York State – with no material findings. Any non-material findings or recommendations discovered were promptly addressed.

#### *Supporting Activities – Strategic Plan*

Due to the supporting relationship between strategic planning and internal control; active management of the Strategic Plan occurs as an activity within the Internal Control Program. The Strategic Planning Team is responsible for developing and selecting strategy, reliable performance metrics and specific measurable initiatives. During FYE 2025, the Team made significant progress on updating the organization's Mission, Vision, and Values and continued to review plan strategies, goals, and performance measures – effectively supporting the system of Internal Control.

#### *Supporting Activities - Internal Audit*

The CNYRTA is not required to and does not have an independent Internal Audit function; however, certain Internal Control Program review and testing activities are performed using Internal Audit techniques. In the event a change in legislation or an internal identification of need occurs requiring the establishment of Internal Audit, the Internal Control Program will be reevaluated to ensure functions are not duplicated and all applicable Institute of Internal Auditors (IIA) Standards for Internal Audit are met.

#### *Certification*

This statement certifies that the CNYRTA followed a process that assessed and documented the adequacy of its internal control structure and policies for the year ending March 31, 2025.

To the extent that exceptions were identified, the Authority has developed corrective action plans to reduce any corresponding risk. No material exceptions were noted during the year under any program activity. All internal control framework components, principles and focus points reviewed were determined to be present, functioning and operating together indicating an adequate and effective system of internal control.

# The Central New York Regional Transportation Authority

## Measurement Report Fiscal Year Ending March 31, 2025



June 20, 2025

### Performance Measurement Requirements

Public Authorities Law §2824-a, and corresponding Authorities Budget Office (ABO) policy guidance 10-02, define the responsibilities of Public Authorities regarding mission statements and performance measurements.

Authorities are required to adopt a mission statement in line with their legislated purpose and develop performance measures to assist the Authority in achieving said mission statement. The Board of Members must review these performance measures and results annually.

### CNYRTA Mission Statement

The legislated purpose of the CNYRTA is - “the continuance, further development and improvement of transportation and other services related thereto within the transportation district.” The current CNYRTA mission and vision statements - originally developed in 2024, and affirmed by unanimous Board Motion on August 23, 2024 – states:

#### Mission

*“To be a driving force moving communities forward.”*

### CNYRTA Performance Measurements FYE 2025

To assess performance in line with its current mission statement, the CNYRTA evaluates measurements within three primary categories: **ridership**, **service efficiency**, and **operating performance**.

When applicable, measurements are calculated individually per company; CNY Centro, Centro Oswego, Centro Cayuga, Centro Oneida and for CNYRTA’s paratransit service Call-A-Bus. Results are also calculated on a fixed route consolidated basis and consolidated with paratransit services. Measurements are calculated using data provided from required departments at the CNYRTA. Financial data is prepared using current cost data from unaudited financial statements.

	Consolidated	CNY Centro	Oneida	Oswego	Cayuga	Fixed Consolidated	Call-A-Bus
<b>Total Ridership</b>	7,724,994	5,996,557	786,933	308,176	181,868	7,273,818	225,588
1. Passengers Per Revenue Hour	16.16	28.21	10.84	10.99	7.42	21.54	1.78
2. Operating Costs Per Revenue Vehicle Hour	\$182.18	\$242.59	\$171.22	\$154.07	\$144.22	\$213.27	\$99.10
3. Operating Costs Per Passenger	\$11.28	\$8.60	\$15.79	\$14.02	\$19.43	\$9.90	\$55.52
4. Average Fare Per Passenger	\$1.63	\$1.62	\$0.98	\$1.92	\$0.95	\$1.54	\$2.14
5. Subsidy Per Passenger	\$9.65	\$6.98	\$14.81	\$12.09	\$18.48	\$8.36	\$53.38
6. Farebox Recovery Ratio	14.4%	18.8%	6.2%	13.7%	4.9%	15.6%	3.9%
7. Complaints Per 1,000 Rides	0.05						
8. Pull Outs Met	99.8%						
9. Scheduled to Unscheduled Maintenance	91.2%						
10. Distance Between Service Interruptions	26,174.99						
11. Preventable Accidents Per 100K miles	3.38						
12. Non-Preventable Accidents Per 100K miles	3.18						
13. Paratransit Ride Denials	2						
14. Paratransit Call Waiting Time	71.42%						

*Measurement Definitions*

<b>Service Efficiency</b>	
1. Passengers Per Revenue Hour	Average number of passengers per revenue hour.
2. Operating Cost per Revenue Hour	Cost per passenger/revenue hour - includes all costs less depreciation and GASB 68 pension entries.
3. Operating Cost per Passenger	
4. Average Fare Per Passenger	Average revenue collected per passenger – includes contracts, fares, and directly generated revenues.
5. Subsidy per Passenger	Average subsidy needed per passenger.
6. Farebox Recovery Ratio	Percentage of total operating cost that is recovered through directly generated revenues (contracts, fares, advertising).
<b>Operating Performance</b>	
7. Complaints per 1,000 Rides	Number of valid customer complaints received every 1,000 rides.
8. Pull-Outs Met Percentage	Operating performance - percent of pull-outs made vs. scheduled.
9. Scheduled v. Unscheduled Maint.	Percentage of preventative to unscheduled maintenance costs.
10. Service Interruptions	Average distance in miles between major service interruptions due to a mechanical or component failure.
11. Accidents per 100,000 Miles (prev.)	Average preventable and non-preventable accidents (per PTSB and NTD definitions) occurring every 100,000 miles in revenue service.
12. Accidents Per 100,000 Miles (non)	
13. Ride Denials	Number of denied paratransit rides.
14. Call Waiting Time < 2 minutes	Percent of paratransit calls answered within 2 minutes.

*Oneida County:*

Ridership in Oneida County is up 12% over last year. Additionally, their passengers per revenue hour have increased by 14% (from 9.44 to 10.84). Both of these increases can be attributed to the redesign of the system in Rome.

*Cortland County:*

Operations during this period for Cortland County was only one day (March 31, 2025). The measurements for Cortland are included in the consolidated calculations.

All other FYE 2025 performance measurements and variations from prior year appear reasonable and in line with expectations.

# Audit and Finance Committee Agenda

Presented by Melissa Brim, Associate Vice President of Finance, June 20, 2024

## Board Actions Motions and Resolutions

### MOTIONS

Draft Financial Statements and Supplemental Reports as of March 31, 2025 – G. Evans, Bonadio  
Summary Financial Information – Public Authorities Law (PAL) §2800 Annual Report – M. Brim  
Annual Investment Report – PAL §2925 and Investment Guidelines – M. Brim  
Guidelines for the Disposition of Property– M. Brim  
Annual Procurement Report – Public Authorities Law §2879 and §2824(e) – C. MacCollum  
CNYRTA Procurement Manual Updates – C. MacCollum  
Substance Abuse Policy – J. Musengo

### RESOLUTIONS

Annual Subsidy Payments – M. Brim  
PDS Vista Software Renewal and Maintenance – C. King

### SUPPLEMENTAL INFORMATION

Procurement Summary  
Grant Summary

### ITEMS REQUIRING FUTURE BOARD ACTION:

2025-26 First Quarter Financial Statements & Supplemental Information (July)  
July 31, 2025, Statement of Revenues & Expenditures (August)



## AUDIT & FINANCE SUMMARY

### Draft Financial Statements and Supplemental Reports as of March 31, 2025

Gregg Evans, Partner at The Bonadio Group, will present the audited Financial Statements for the fiscal year ended March 31, 2025, along with the related supplemental reports. These audited statements require formal approval by the Board of Members prior to submission to the Public Authorities Reporting Information System (PARIS) and inclusion in the New York State Comprehensive Annual Financial Report (CAFR).

### Summary Financial Information – Public Authorities Law (PAL) §2800 Annual Report

Following Board approval of the audited financial statements, the financial data will be translated into the required format for the Public Authorities Law §2800 report and submitted via PARIS. As part of this process, the Authority must certify that the information was reviewed and approved by the Board. By including this item as part of the current agenda and motion, the required Board approval is deemed to be granted.

### Annual Investment Report – Public Authorities Law (PAL) §2925 Investment Guidelines

In accordance with Public Authorities Law §2925, the Annual Investment Report summarizes the Authority's interest-bearing accounts and other investment vehicles utilized during the fiscal year. Attached are the Annual Investment Summary Statement and the current CNYRTA Investment Guidelines for review.

### Guidelines for the Disposition of Property – Public Authorities Law (PAL) §2896(1) and §2896(2)

In accordance with New York State Public Authorities Law §2896(1), the Central New York Regional Transportation Authority (CNYRTA) is required, was previously adopted, by Board resolution, comprehensive guidelines detailing the Authority's policies and procedures for the disposition of property. Pursuant to §2896(2), these guidelines must be reviewed and approved by the Board on an annual basis. A copy of the approved guidelines must be filed with the Office of the State Comptroller, the Director of the Budget, the Commissioner of General Services, and the Legislature. The guidelines also include a provision requiring that the disposal of property be conducted through public advertisement for bids, except under certain limited circumstances as permitted by law.

### Annual Procurement Report – Public Authorities Law (PAL) §2879 and §2824(e)

In accordance with Public Authorities Law §2879(6), the Annual Procurement Report provides a detailed listing of all procurement contracts entered into, modified, or paid by the Central New York Regional Transportation Authority (CNYRTA) during the fiscal year where the contract amount exceeds \$5,000. The report includes required information such as the contract purpose, dollar amount, procurement method, and contractor details.

To fulfill this reporting requirement, the contract data is compiled, entered into a standardized spreadsheet, and submitted through the Public Authorities Reporting Information System (PARIS). Due to the volume and level of detail involved, much of the data preparation and review is completed manually. Pursuant to the Board's oversight responsibilities under Public Authorities Law §2824(e), formal Board approval is required prior to the submission of this report.



### CNYRTA Procurement Manual Updates – Public Authorities Law §2879

In accordance with Public Authorities Law §2879, the CNYRTA Procurement Manual must be reviewed, approved by the Board, and submitted through the Public Authorities Reporting Information System (PARIS) annually. The following updates have been made to the Procurement Manual:

1. Procurement Thresholds of Authorization - Addition:
  - a. Senior Manager of Cortland at \$2,500

### Subsidy Payments

The subsidy payments are based strictly on the approved budget operating deficit excluding operating assistance and Mortgage Recording Tax (MRT). The purpose is to reinforce the legal separation between the Authority and its subsidiaries.





## PROCUREMENT

### ACTIVE PROCUREMENTS

The following open contracts actively moving through the process:

- Real Time Signage
- Bus Shelter and Parking Lot Janitorial Services
- Specialized Transportation- Minivan Services A
- Network Segmentation
- TPA for Prescription Services
- Public Relations
- Exhaust Extraction System Installation
- Term Design and Engineering
- Gasoline- Bulk Delivery

### FUTURE PROCUREMENTS

Items requiring future board action:

Within 2 months:

- Specialized Transportation- Minivan Services A
- Exhaust Extraction System Installation
- TPA for Prescription Services

Within 6 months:

- Real Time Signage
- Bus Shelter and Parking Lot Janitorial Services
- Network Segmentation
- Public Relations
- Term Design and Engineering

### REVENUE SERVICE CONTRACTS

- SUNY Oswego Student Association
- Cayuga Community College- Auburn and Fulton Campuses

### LEASE REVENUE CONTRACTS

RTC Unoccupied Space Agreement (Previously Dunkin Donuts)

### LEASE AGREEMENTS



## CAPITAL PROGRAMS

### FEDERAL GRANT FUNDING

#### PENDING APPLICATIONS

**Section 5307 and 5339 Grant Programs Applications:** The federal fiscal year 2025 draft applications are being developed. They include capital assistance for various projects totaling approximately \$16 million in federal funds.

### STATE GRANT FUNDING

#### NEW OPPORTUNITIES

**Transit Infrastructure Grant Funding Request,** Senator Gillibrand is accepting Congressionally Directed Spending Requests. An application has been submitted in the amount of \$30 million for the Centro of Oneida Consolidated Garage and Office Facility. Applications are under review.

**Zero-Emission Transit Transition Program (ZETT) Application,** \$17.5 million of funding to be administered by New York State DOT. Applications are under review.

#### PENDING APPLICATIONS

**Section 5311 Grant Program Applications:** New York State's 2024-2025 solicitation for projects to be funded via FTA Section 5311 Formula Grants for Rural Areas are underway. Applications are under review.

**Supplemental Funds for the Innovative Mobility Initiative:** \$9.1 million of state-dedicated funds from the federal Carbon Reduction Program (CRP) for *capital expenditures* to support innovative On-Demand transit services. Plans are under review.

#### AWARDED APPLICATIONS

No new awards at this time.

## CAPITAL PLANNING

The Central New York Regional Transportation Authority's (CNYRTA) Capital Planning Committee continues to meet regularly to evaluate the Authority's capital needs and to plan for both short and long-term improvements in alignment with the Capital Improvement Plan (CIP).

Below are highlights of key projects currently in the execution phase:

- Bus Rapid Transit (BRT) Planning
- Compressed Natural Gas (CNG) Electrical Service Upgrade
- CNG Facility Upgrades
- Oneida Facility Consolidation Planning
- Various Building Improvements and Technology Upgrades



## CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY 2024-25 ANNUAL INVESTMENT SUMMARY STATEMENT

### Money Market and Interest Bearing Checking

<u>Account Classification</u>	<u>Institution</u>	<u>Account Balance Range</u>	<u>Fees</u>	<u>Earned</u>	<u>Balance 3/31/2025</u>
Unrestricted - Operating Funds					
Municipal Checking - General Fund	M&T Bank	\$599,597 - \$7,953,372	\$ 15,597	\$ 22,014	\$ 2,480,398
Municipal Money Market - General Fund	M&T Bank	\$2,710,492 - \$21,905,438	\$ -	\$ 428,820	\$14,348,647
Board Designated - Funded Reserves					
Municipal Money Market - Insurance Reserve	M&T Bank	\$,2756 - \$2,834	\$ -	\$ 86	\$ 2,834
Municipal Money Market - Health Ins. Reserve	M&T Bank	\$3,108,114 - \$3,195,689	\$ -	\$ 96,503	\$ 3,195,689
Commercial Checking - Capital Reserve	JP Morgan	\$796,751 - \$11,165,349	\$ -	\$ 28,410	\$ 1,008,305
Commercial Checking - Paratransit Reserve	JP Morgan	\$88,992 - \$90,541	\$ -	\$ 4,436	\$ 90,541

### US Treasury Bill Investments

<u>Account Classification</u>	<u>Institution</u>	<u>Investment Range</u>	<u>Account Yield Range</u>	<u>Earned</u>
Operating Funds				
US Treasury Bill - Operating Funds	JP Morgan	\$4,999,075 - \$7,499,874	5.18% - 4.15%	\$ 152,905
Board Designated - Funded Reserves				
US Treasury Bill - Capital Reserve	JP Morgan	\$4,999,666 - \$5,172,249	5.16% - 4.15%	\$ 245,725
US Treasury Bill - Paratransit Reserve	JP Morgan	\$3,299,015 - \$5,140,518	5.18% - 4.16%	\$ 237,339
US Treasury Bill - Insurance Reserve	JP Morgan	\$4,027,273 - \$4,219,505	5.19% - 4.16%	\$ 185,900

### US Treasury Bill Current Investments

<u>Account Classification</u>	<u>Institution</u>	<u>Term</u>	<u>Yield</u>	<u>Cost Basis</u>	<u>Value</u>	<u>Gain/Loss 3/31/2025</u>
Operating Funds						
US Treasury Bill - Operating Funds	JP Morgan	1 mo.	4.15%	\$ 7,499,574	\$7,505,435	\$ 5,861
Board Designated - Funded Reserves						
US Treasury Bill - Capital Reserve	JP Morgan	1 mo.	4.15%	\$ 5,172,249	\$5,187,713	\$ 15,464
US Treasury Bill - Paratransit Reserve	JP Morgan	2 mo.	4.16%	\$ 5,140,518	\$5,156,959	\$ 16,441
US Treasury Bill - Insurance Reserve	JP Morgan	2 mo.	4.16%	\$ 4,219,505	\$4,228,510	\$ 9,005





# CNYRTA INVESTMENT GUIDELINES

## Board Approved Policy

Version: 4.2  
Effective: 6/21/2024

Approved By:  
Audit & Finance Committee  
& Full Board June 2025

Owner: Finance

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current versions go to the intranet → Policies or visit  
[www.centro.org](http://www.centro.org)

### 1. Policy Statement

These guidelines shall be known as “Guidelines for Investment by the Central New York Regional Transportation Authority”, or as the “Investment Guidelines.”

### 2. Reason for Policy

The purpose of the Investment Guidelines is to detail the operative policy and instructions to officers and staff of the Central New York Regional Transportation Authority (“Authority”) regarding the investing, monitoring, and reporting of funds of the Authority and its subsidiary corporations. Its purposes are to comply with Title VII of the Public Authorities Law as enacted by Section 25 of Chapter 838 of the 1983 Laws of the State of New York, and to create a reasonable rate of return to the Authority in accordance with sound investment practices.

### 3. Applicability

The Investment Guidelines applies to all authority funds available for investment and all CNYRTA employees with the ability to invest funds on behalf of the Authority.

### 4. Resources & Related Procedures

CNYRTA Annual Investment Report

CNYRTA Cash Management Procedures

### 5. Definitions

Authority: The Central New York Regional Transportation Authority (CNYRTA) as enacted by Sections 1325, et seq. of the Public Authorities Law, and each subsidiary corporation thereof.

Funds: All moneys and other financial resources available for investment by the Authority on its own behalf or on the behalf of any other entity or individual. Funds shall not be defined to include Pension Funds which are separately administered pursuant to New York State and Federal Law.

Vice President of Finance: The highest-level financial person in the organization reporting directly to the Chief Executive Officer, regardless of actual position title. If the Vice President of Finance is not available to perform the duties and responsibilities elicited in this policy, those duties and responsibilities shall be performed by the Chief Executive Officer’s designee, recommended to be the second highest level financial person in the organization, regardless of actual position title.

### 6. Policy Detail

#### I. ANNUAL REVIEW & APPROVAL

- A. These Investment Guidelines shall be annually reviewed and approved by the Board of Members (the “Board”) of the Authority.



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## II. PERMITTED INVESTMENTS

- A. The following are permitted investments of the Authority, all of which are consistent with the appropriate provisions of law relating to the Authority and any additional requirements pursuant to any contract with bonds and note holders:
1. Permitted Bonds and Notes;
  2. Bank Certificates;
  3. Obligations of the State of New York or the United States government;
  4. Obligations the principal and interest of which are guaranteed by the State of New York or the United States government;
  5. Certificates of deposit or other interest-bearing depository accounts in banks or trust companies in the State of New York if the certificate or account is secured by obligations of the United States or of the State of New York of a market value at all times equal to or greater than the amount of the deposit;
  6. Any repurchase agreement with any bank or trust company organized under the laws of any state or the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York (included in the then current "List of the Government Securities Dealers Reporting to the Market Reports Division of the Federal Reserve Bank of New York"), which agreement is secured by any one or more of the securities described in clauses (3) or (4) above.

## III. SECURITY OF INVESTMENTS

- A. Investments must be in obligations of the State of New York or the United States government or must be guaranteed or insured by the State of New York or the United States government, or in the case of a certificate of deposit or other interest-bearing account or repurchase agreement, be collateralized by securities of the same, or be a security otherwise permitted for direct investment. The amount of collateral required may be adjusted by the amount of FDIC or similar federal insurance applicable to the deposits of the Authority at the institution, provided that the total of collateral and insurance equals or exceeds the total deposit.
- B. Investments of the Authority may be less than fully secured in the event of:
1. Emergencies
  2. Unforeseen circumstances
  3. Investments of less than \$25,000.00
  4. Investments for less than 1 week duration, or
  5. Investments which are considered reasonable or necessary by the Authority.

## IV. WRITTEN CONTRACTS

- A. The Authority shall enter into written contracts pursuant to which investments are made except if the Authority Board, by majority vote, shall by resolution determine:
1. That a written contract is not practical; or



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2. There is not a regular business practice of written contract with respect to a specific investment or transaction.
3. In the case of Section IV(A)(1) or (2) of these Investment Guidelines, the Authority's financial interest in an investment or transaction must be adequately secured and the security shall be evident.

## V. COLLATERAL, INSURANCE & VALUATION OF COLLATERAL

- A. The use, type and amount of collateral or insurance for each investment shall equal or exceed the amount of such investment except upon resolution by the Authority Board.
- B. Collateral held on the Authority's behalf shall be such that it can be valued daily by an independent source. The evaluation of such collateral shall be monitored on a regular basis, as determined by the Vice President of Finance of the Authority.
- C. All investments and collateral shall be controlled and managed by the Vice President of Finance of the Authority and shall, if practicable, be deposited and secured in fireproof or other safe locations.
- D. In the event of a repurchase agreement, all obligations purchased shall be physically delivered for retention to the Authority or its agent (which shall not be an agent of the party with whom the corporation enters into such repurchasing agreement), unless such obligations are issued in book entry form, in which case the Authority shall take such other action as may be necessary to obtain title to or a perfected security interest in such obligations.

## VI. STANDARDS FOR DIVERSIFICATION OF INVESTMENTS

- A. Investments of the Authority shall be reasonably diversified, as shall firms with which the Authority transacts business. This section shall not be construed to mandate absolute diversification if the Authority Board on advice of the Vice President of Finance, considers, in a certain instance, that diversification is not in the best interest of the Authority.
- B. Competition in the placing of investments must be fostered. If a telephone quote is the standard method of placing a form of investment, a complete and continuous record of all such quotes, solicited and received, must be maintained. Timeliness of response is critical. A minimum of three separate solicitations will be made on each direct purchase or sale of a security or repurchase agreement and shall be awarded to the dealers offering the highest yields.

## VII. STANDARDS FOR THE QUALIFICATION OF INVESTMENT BANKERS, BROKERS, AGENTS, DEALERS AND OTHER INVESTMENT ADVISORS AND AGENTS TRANSACTING BUSINESS WITH THE AUTHORITY, & CONFLICTS OF INTEREST



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- A. The Authority shall transact business only with qualified, certified or licensed investment bankers, brokers, agents, dealers and other investment advisors and agents. The Authority staff, on the advice and consent of the Authority Board, shall consider the quality, reliability, experience, capitalization, size and any other factors which in the judgment of the Authority make an individual or firm qualified to transact business with the Authority. Specifically, but without limitation, the following are considered qualified:
1. Brokers, agents, dealers and bank or trust company organized under the laws of any state of the United States or America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York (included in the then current "List of Government Securities Dealers Reporting to the Market Reports Division of the Federal Reserve Bank of New York").
  2. Investment advisors – Any bank or trust company organized under the laws of any State of the United States of America or any national banking association, and any firm or person which is:
    - i. Registered with the Securities & Exchange Commission under the Investment Advisor Act of 1940, and
    - ii. Registered with the New York State Secretary of State as an Investment Advisor, and is a
    - iii. Member in good standing with the Investment Counsel Association of America
    - iv. Investments for less than 1 week duration, or
    - v. Investments which are considered reasonable or necessary by the Authority.
  3. Custodian – any bank or trust company organized under the laws of any state of the United States of Americas or any national banking association.

## VIII. INDEPENDENT AUDIT REPORT

- A. The Authority shall annually report on its investments which shall be the subject of an annual independent audit. The results of such audit shall be available to the Board at the time that the annual review and approval of the Investment Guidelines is conducted by the Authority. The Authority's financial statements should contain note disclosures on deposits with financial institutions and investments, as required by Government Accounting Standards Board Statements No. 3, effective for financial statements for periods ending after December 15, 1986.

## IX. MANAGEMENT REPORTING

- A. The quarterly reports or reports covering such other period as may be approved by the Board shall be filed by the Vice President of Finance regarding any new investments, the inventory of existing investments and the selection of investment bankers, brokers, agents, dealers, or auditors since the last quarterly report.



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1. If during the specified period, the Authority has made no new investments, the Quarterly Report will not be required, but a statement to such effect shall be given to the Board.
- B. The Authority shall annually prepare and approve an Annual Investment Report which shall include the Investment Guidelines as then currently amended, amendments to the Investment Guidelines since the last investment report, an explanation of the Investment Guidelines as amended, the results of the annual independent audit, the investment income records of the Authority and a list of the total fees, commissions or other charges paid to each investment banker, broker, agent, dealer and advisor rendering investment associated services to the corporation since the last investment report. Such Annual Investment Report may be a part of any other annual report that the Authority is required to make.
- C. The Annual Report shall be submitted to the Division of the Budget and copies thereof shall be filed in the Office of the State Comptroller, the New York State Senate Finance Committee, and the Ways and Means Committee of the New York State Assembly. In addition, by June 30 of each year, the Report shall be submitted through the Public Authorities Reporting Information System (PARIS) as required by Section 2925 of Public Authorities Law. In addition, a copy of the Report shall be placed in an easily accessed area on the CNYRTA's website in an appropriate "Document & Forms" section. Each Report shall be made available to the public upon reasonable request therefor.

## X. OPERATING PROCEDURES

- A. The Vice President of Finance of the Authority shall develop and maintain operating procedures to implement these guidelines.

## XI. CHANGES, MODIFICATIONS & EFFECTIVE DATES

- A. The Authority shall have the power from time to time to amend the Investment Guidelines in accordance with the provisions of Title VII of the Public Authorities Law.
- B. The Investment Guidelines shall be effective as of the 1<sup>st</sup> day of January 1984.
- C. Major Revisions – including items affecting policy intent - were made by Board Action as follows:
  1. Version 2 – February 21, 1992
  2. Version 3 – June 22, 2001
  3. Version 4 – June 25, 2010
- D. Minor Revisions – including items that do **not** affect policy intent (such as minor language formatting and title changes), were approved by Board Action as follows:
  1. Version 4.1 – June 9, 2021
  2. Version 4.2 – June 21, 2024





# CNYRTA Disposition of Property Guidelines

## Board Approved Policy

Version: 2.1  
Effective: 6/20/2025

Approved By: Audit & Finance  
Committee; Full Board June 2025

Owner: Finance

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### 1. Policy Statement

These guidelines shall be known as “Guidelines Regarding the Disposition of Property by the Central New York Regional Transportation Authority”, or as the “Property Disposal Guidelines.”

### 2. Reason for Policy

The purpose of these Guidelines is to detail the operative policy and instructions to officers and staff of the Central New York Regional Transportation Authority (“CNYRTA”) regarding the disposal of property in accordance with the PAAA of 2005, the Authorities Budget Office and the FTA.

### 3. Applicability

These guidelines apply to all CNYRTA property and all CNYRTA employees with the ability to dispose of property on behalf of the Authority.

### 4. Resources & Related Procedures

Public Authorities Law – Article 9, Title 1 – Title 5-A (Sections § 2800-2897)

FTA Circular 5010.1F

CNYRTA Property Disposal Procedures

### 5. Definitions

Board: Board of Members of the CNYRTA.

“CNYRTA” or “Authority”: The Central New York Regional Transportation Authority and any subsidiary corporation thereof.

Contracting Officer: CNYRTA employee designated by the Board to ensure internal compliance with these guidelines and to ensure all necessary reporting is completed.

FMV: Fair market value of a piece of property.

FTA Circular 5010.1F: Federal Transit Administration of the United States Department of Transportation circular policy regarding disposition of any federally funded personal or real property.

Legislature: Chairman and Ranking Minority Member of the New York State Assembly Ways and Means Committee and Chairman and Ranking Minority Member of the New York State Senate Finance Committee.

PAAA: Public Authorities Accountability Act of 2005, as amended from time to time.

Personal Property: Property other than real property. It may be tangible if it has a physical existence or intangible if it does not have a physical existence.

Real Property: Land, including affixed land improvements, structures, and appurtenances and property leases. This does not include movable machinery and equipment.

### 6. Policy Detail



# CNYRTA Disposition of Property Guidelines

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## I. DUTIES OF THE CNYRTA AND/OR BOARD

- A. **Adoption of Guidelines:** The Board has adopted by Resolution, these comprehensive Guidelines detailing an operative policy for the CNYRTA regarding the use, awarding, monitoring, and reporting of contracts for the disposal of CNYRTA property.
- B. **Contracting Officer:** The Board shall designate one or more individuals to serve as the Contracting Officer(s) for purposes of disposing of CNYRTA property. The Contracting Officer(s) may but need not be the same individual(s) for each instance where the CNYRTA purports to dispose of certain of its property.
- C. **Review & Updating of Guidelines:** The Board shall meet at intervals of not less than one (1) year from the date of adoption of the most recent set of Guidelines for purposed of reviewing and, if necessary, revising the Guidelines.
- D. **Filing of Guidelines:** The CNYRTA shall submit annually within PARIS a copy of its most recently adopted Guidelines to the Comptroller of the State of New York.
- E. **Posting of Guidelines:** A full and complete copy of the most recently adopted Guidelines shall be posted on the CNYRTA website. Said website shall be updated no less than annually for purposes of ensuring that the Guidelines posted thereon reflect the most recently adopted Guidelines of the CNYRTA.
- F. **Inventory Controls & Accountability:** The CNYRTA shall maintain adequate inventory controls and accountability for all CNYRTA property. For purposes of these Guidelines, the phrase "adequate inventory controls and accountability" shall mean steps and procedures to secure, monitor and protect such property including a periodic physical inventory not less than every two years with reconciliation to the previous inventory listing.
- G. **Periodic Review:** The CNYRTA shall periodically inventory property to determine what property, both real and personal, may be disposed of in accordance with the terms of these Guidelines.
- H. **Report of Periodic Review:** Upon completion of each periodic review as outlined above, the CNYRTA shall cause a report to be completed, outlining if any of the CNYRTA properties may be disposed of in accordance with these Guidelines.
- I. **Transfer of Properties:** Upon entering into an agreement for the transfer or disposal of any of its properties, CNYRTA shall take all necessary actions to arrange for the prompt transfer or disposal of the subject property.

## II. METHODS OF DISPOSITION

- A. **General:** Any disposal of property by the CNYRTA, whether real or personal, shall be in accordance with the procedures contained in this Article II and in accordance with all other applicable provisions of these Guidelines.
- B. **Methods of Disposition:** The CNYRTA may dispose of assets determined to be at the end of their useful life by public auction, sale, exchange, lease, transfer, donation or other terms and conditions deemed appropriate by the responsible executive of the asset(s) in question.



# CNYRTA Disposition of Property Guidelines

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1. In the event the CNYRTA must dispose of an asset prior to the end of its useful life, whether by transfer, damage, or other loss, the CNYRTA will follow the policy and procedures as defined in the FTA Circular 5010.1F regarding such instances.
- C. **Appraisal of Assets:** CNYRTA will not dispose of any assets without an Appraisal of the asset FMV. The method of determining FMV will vary depending on the asset and type of disposal method including, but not limited to scrap value, public auction, third party appraisal, etc.
- D. **Limitations on Disposals:** The CNYRTA does not dispose of personal or real property for less than the fair market value of the subject properties (the "FMV"), except in the following circumstances:
  1. Government & Public Entities: The transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the asset will remain with the government or any other public entity.
  2. Mission & Purpose: The purpose of the transfer is within the purpose, mission, or governing statute of the CNYRTA.
  3. Other: If the disposal is not to a governmental other public entity, or not within the purpose, mission or governing statute of CNYRTA, the CNYRTA provides written notification thereof to the governor, the speaker of the assembly, and the temporary president of the senate, and such proposed transfer is either approved, or no action is taken for sixty days after delivering notification of the proposed transfer during the months of January through June, provided that if such notification is received during the months of July through December, within sixty days of January first of the following year.

Note: In the event there is a transfer of assets as described in items 1-3 above, the CNYRTA will follow all FTA guidelines for transferring assets with a FMV greater than \$5,000 for less than fair market value as noted in the FTA Circular 5010.1F. If the property is worth less than \$5,000 and at the end of its useful life, it may be treated as a donation.
  4. Donations: In certain circumstances, the CNYRTA may consider requests to donate property. Property will only be eligible to be considered for donation, if the fair market value is less than \$5,000 and it has reached the end of its useful life; If property is eligible to be donated, the following must be documented and presented to the Chief Executive Officer for final donation approval. The documentation must include:
    - i. A full description of the asset, or assets being donated.
    - ii. Documented value/appraisal of the asset; with the appraisal method determined on a case-by-case basis.
    - iii. Description of the purpose of the transfer and a reasonable statement of the kind and amount of benefit to the public of such a donation
    - iv. Names of any private parties participating in the transfer
    - v. List of any other offers and their value made for the property (if any)
  5. Real Property: In certain negotiated disposals of real property, CNYRTA may dispose of real property for less than its determined FMV. The explanations of such shall be reported in detail on an Explanatory Statement for Negotiated Disposals as noted in Article III.C.



# CNYRTA Disposition of Property Guidelines

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- E. Disposal by Commission of General Services:** The CNYRTA may, in connection with the disposal of any of its properties, and in its sole discretion (unless otherwise required by any applicable laws), enter into an agreement with the Commissioner of General Services to dispose of certain of the Authority's properties.
- F. Bids & Advertising for Disposal:**
1. Advertising – Except as set forth in Article II(g) below, any disposal made or authorized by the CNYRTA Contracting Officer may only be made after first publicly advertising for bids in accordance with applicable New York State laws and internal Authority procedures.
  2. Timing and Method of Advertisements - Any advertisements for bids made by the Authority in connection with the disposition of any of its properties shall be made at such time, through such methods, and with terms and conditions as shall permit full and free competition consistent with the value and nature of the property.
  3. Opening of Bids - All bids received by the CNYRTA on or prior to the deadline for submitting such bids, as set forth in the advertisements made in connection therewith, will be opened publicly as stated in such advertisements.
  4. Awarding of Contract - The CNYRTA shall award the contract subject to a particular advertisement for bids with reasonable promptness. Such award shall be made by providing notice to the responsible bidder whose bid: (A) conformed to the invitation to bid; and (B) will be most advantageous to the CNYRTA based on price and other factors. The CNYRTA reserves the right to reject any and/or all bids when the CNYRTA determines, in its sole discretion that it is in the public interest to do so.
- G. Negotiated Disposals or Disposal by Public Auction:** The CNYRTA may dispose of its properties by means of negotiation or public auction, without having advertised for bids in connection therewith and subject to obtaining such competition as is feasible under the circumstance, if:
1. any personal property involved is such that if same were disposed of by public bid, such disposition would adversely affect the state or local market for such property, and the estimated FMV of such property, along with other terms satisfactory to the Authority, can be obtained by negotiation;
  2. the FMV of the subject property does not exceed \$15,000;
  3. the bid prices for all or some of the subject property, if any, received by the Authority after advertising are not reasonable or have not been independently arrived at in open competition;
  4. the purchasing or acquiring party is the state or any political subdivision thereof, and the estimated FMV of the subject property, as well as all other terms, are obtained by negotiation;
  5. the property may be disposed of for less than FMV if the terms of such disposal are obtained by public auction or negotiation, the disposal is intended to further the public health, safety or welfare or an economic development interest of the state or political



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subdivision thereof (i.e., preventing or remediating a substantial threat to public health or safety, creating or retaining a substantial number of job opportunities, or creating or retaining a substantial source or revenues) and if the purpose and terms of such disposal are documented in writing and approved by the Board, or where such action is otherwise authorized in law; or

6. the transaction is for health, safety, or economic development purposes.

### III. DISPOSAL REPORTING

- A. **FTA Reporting:** Transactions and/or information relating to personal and/or real property disposals for which the FTA retains an interest, and net proceeds exceeding \$10,000, must be reported to the FTA. The CNYRTA will calculate the cost of the sale and residual net proceeds which are typically used to offset future grants.
- B. **Annual Reporting Requirements:** Annually by June 30, the CNYRTA will publish a report of all real property owned at the time thereof, as well as a listing and full description of all real property exceeding \$15,000 and/or personal property exceeding \$5,000 disposed of by the CNYRTA during the reporting period – including the amount received and the name of the purchaser of each piece of property. This report must be posted to the CNYRTA website and submitted in the NYS Public Authority Reporting & Information System (PARIS).
- C. **Public Authorities Law §2897(6)(d) Explanatory Statements Required for Certain Negotiated Disposals:**
  1. **Applicability:** The CNYRTA shall prepare explanatory statements of the terms and circumstances of any disposal resulting from **negotiations**, if any of the following are true:
    - i. The property being disposed of includes personal property that has an estimated FMV in excess of \$15,000;
    - ii. The property being disposed of includes real property that has an estimated FMV in excess of \$100,000;
    - iii. The transaction includes the disposal of real property by lease, if the estimated annual rent over the term of the lease is in excess of fifteen thousand dollars;
    - iv. The transaction involves the disposal of any real property or related personal property by means of exchange, or the disposal of any property, the consideration for which includes real property.
  2. **Requirements:** The explanatory statement made in accordance with this Article II(f) shall include:
    - i. Description of the parties involved in the transaction
    - ii. Justification for disposing of the property by negotiation
    - iii. Identification of property, including its location
    - iv. Estimated fair market value of the property
    - v. Proposed sale price of the property
    - vi. Size of the property
    - vii. Expected date of sale



# CNYRTA Disposition of Property Guidelines

## Board Approved Policy

Version: 2.1  
Effective: 6/20/2025

Approved By: Audit & Finance  
Committee; Full Board June 2025

Owner: Finance

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3. **Reporting:** Such explanatory statement made in accordance with this Article II(f) must be delivered to the following parties no less than 90 days prior to the scheduled date of transaction:
- i. Authorities Budget Office (ABO)
  - ii. NYS Comptroller
  - iii. Director of Budget
  - iv. Commissioner of General Services & the Legislature

## IV. OPERATIVE INSTRUCTIONS TO CNYRTA STAFF

- A. Unless otherwise indicated in writing, the Vice President of Finance for the CNYRTA shall be the Contracting Officer for the purposes of these Guidelines.
- B. CNYRTA departments and the employees thereof shall promptly report, in writing, to the CNYRTA Contracting Officer with respect to any properties deemed by such department to be ready for disposal. In making such reports, all FTA Guidelines for minimum useful life, if determined, should, when desirable for disposition purposes, be followed for any properties that were procured using federal grant funds. The Contracting Officer shall consult with appropriate CNYRTA personnel regarding the nature of funding (grant or non-grant) for any properties deemed by a department of the Authority as ready for disposal, to determine that its useful life under FTA regulation has been reached. For properties not procured with federal funds, or properties for which the federal government does not prescribe a minimum useful life, a normal business estimated useful life used for calculating depreciation shall be used as the minimum useful life.
- C. The Contracting Officer shall, in conducting the disposal process, proceed in accordance with the requirements of the PAAA, the FTA and as such requirements are amended from time to time.
- D. The CNYRTA staff, in conjunction with the Contracting Officer, shall ensure that all reporting and control responsibilities required of the Authority under applicable NYS and Federal guidelines, are met.

# PAL 2024-2025

Vendor Name	Transaction Number
ABILA	PO-28763
ACCRUENT	PO-28759
AFV INTERNATIONAL	PO-27274
AGIOS WORLD WIDE INC.	PO-26638
ALADDIN TRANSPORTATION, LLC	2019-024
ALBANYT LLC	PO-28172
ALBANYT LLC	PO-27882
ALBANYT LLC	PO-27616
ALBANYT LLC	PO-27695
ALESIG CONSULTING, LLC	PO-26495
ALESIG CONSULTING, LLC	PO-28049
ALESIG CONSULTING, LLC	PO-27944
ALLIED UNIVERSAL	PS68266
ALLIED UNIVERSAL/SUMMIT SECURITY	PS68269
ALLIED UNIVERSAL/SUMMIT SECURITY	PS68269
ALPINE	2022-20
ALXTEL, INC.	PO-28776
ARCADIS/ IBI GROUP	2022-11
AVIATE ENTERPRISES, INC.	PO-27753
AWNING MART, INC.	PO 25981
B&H PHOTO VIDEO	PO-26335
B.R. JOHNSON	PO-28218
B.R. JOHNSON	PO-26124
BEATON INDUSTRIAL INC	PO 25697
BELLOWS CONSTRUCTION SPECIALTIES, LLC	2024-20-GR
BER-NATIONAL AUTOMATION	PO-29234

BER-NATIONAL CONTROLS, INC.	PO-28446
BLUE CHIP TRANSPORTATION, INC.	2023-20
BLUE CHIP TRANSPORTATION, INC.	2021-017
BLUE CHIP TRANSPORTATION, INC.	2022-14
BLUE CHIP TRANSPORTATION, INC.	2019-005
BOBCAT OF CENTRAL NEW YORK	PO-28255
BONADIO & CO., LLP	2022-10
BONNET SALES AND SERVICE INC	2021-010
BOOMERSHINE	2021-019
BOONDOCKER EQUIPMENT INC	PO-26205
BPAS ACTUARIAL & PENSION SERVICES	PO-28091
BRIDGESTONE AMERICAS TIRE OPERATIONS LLC	2021-024
BUTLER DISPOSAL	2023-07-BD
C & S ENGINEERS, INC	2021-004
CAC TUBRO INTERCOOL, LTD	MCPO-12732
CAC TUBRO INTERCOOL, LTD	MCPO-13223
CAC TUBRO INTERCOOL, LTD	MCPO-10985
CAC TUBRO INTERCOOL, LTD	MCPO-9105
CARAHSOFT TECHNOLOGY CORP	PO-28164
CASTIGLIA LAWN CARE & SNOWPLOWING	PO-27517
CASTIGLIA LAWN CARE & SNOWPLOWING	PO-27518
CENTRAL PAVING, INC.	2024-05-GR
CINTAS CORPORATION	2022-15
CITY OF SYRACUSE/ SYRACUSE DEPARTMENT OF POLICE	RES2506
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	PO-26285
CLEVER DEVICES	PO17225
CLEVER DEVICES, LTD.	PO-26675
COACH & EQUIPMENT MFG, CORP.	PO-23172
COMPCITI BUSINESS SOLUTIONS, INC	2024-14
COMSOURCE, INC.	PO-26558
COMSOURCE, INC.	PO 25825



CONNETQUOT WEST, INC.	PO 25788
CORPORATE COMPUTER SOLUTIONS	PO-26750
CORPORATE COMPUTER SOLUTIONS	PO-27623
CORPORATE COMPUTER SOLUTIONS	PO-28632
CORPORATE COMPUTER SOLUTIONS	PO-29042
CORPORATE COMPUTER SOLUTIONS	PO-26624
CORPORATE COMPUTER SOLUTIONS	PO-29345
CORPORATE COMPUTER SOLUTIONS	PO-29156
CORPORATE COMPUTER SOLUTIONS	PO-27740
CORPORATE COMPUTER SOLUTIONS	PO-26566
CORPORATE COMPUTER SOLUTIONS	PO-26462
CORPORATE COMPUTER SOLUTIONS	PO-27622
CORPORATE COMPUTER SOLUTIONS	PO-27478
CORPORATE TRADITIONS LLC	PO-26673
CORPORATE TRADITIONS LLC	PO-28189
COURIER PRINTING	2022-21
CROWN RISK	2023-01
CUMMINS NORTHEAST	VARIOUS
CUMMINS NORTHEAST, INC.	PO-28756
D&W DIESEL INC.	PO-27180
D&W DIESEL INC.	PO 23828
D&W DIESEL INC.	PO-27182
DECKMAN OIL	PO-26946
DEERE & COMPANY STRATEGIC ACCOUNTS BUSINESS DIVISION & GOVERNMENT SALES	PO-26357
DELACY FORD	PC68978
DELL	PS68202
DELL	PO-26818
DELL	PO-28477
DELL	PO 24692
DELTA DENTAL	2021-022
DEPOSIT CONTROL SYSTEMS, INC	PO-26514

DESIGN SPECIALISTS INC.	PO-26373
DIRECT ENERGY BUSINESS	2014-027
DIRT WORKS OF AUBURN LLC	PO-27682
DIRT WORKS OF AUBURN LLC	PO 24866
DIVERSIFIED FALL PROTECTION	PO 19629
DOWNDRAFT DESIGNS & EQUIPMENT	PO-26103
EASTERN MANAGED PRINT NETWORKS LLC	2022-08
EC AMERICA	PO-28570
EHRlich/ J.C. EHRlich CO., INC.	2019-007
ELECTRONIC DATA MAGNETICS	2020-006
ELLITE PROPERTY MANAGEMENT	2023-03
EMCOR SERVICES BETLEM	2021-008
ENGHOUSE INTERACTIVE INC.	PO-26701
FERRARA FIORENZA PC	2024-03-FF
FERRARA FIORENZA PC	2019-006-FF
FILTREC CORPORATION	PO 25487
FILTREC CORPORATION	PO-26255
FILTREC CORPORATION	2025-03
GALAXY MEDIA PARTNERS LLC	AD1
GALLS	2024-08
GENFARE, LLC	PO27184
GENFARE, LLC	PO 24109
GENFARE, LLC	PO23238
GENFARE, LLC	PO-27373
GENFARE, LLC	PO-17487
GENFARE, LLC	PO-27827
GENFARE, LLC	PO 25595
GILLIG CORP	PO22469
GILLIG CORP	VARIOUS
GILLIG CORP	PO-27924
GILLIG CORP	2020-010-GR

GLOBAL MONTELLO GROUP CORP.	FC01
H2H FACILITY SERVICES	2020-021
HALO BRANDED SOLUTIONS, INC	PO-28770
HAUN WELDING SUPPLY	PO-26410
HELP PEOPLE	2020-007
IHEARTMEDIA ENTERTANINMENT, INC	AD2
IK SYSTEMS, INC	PO-26679
IK SYSTEMS, INC	PO-28374
IMAGICOMM SYRACUSE	AD3
INDUSTRIAL TELEVISION SERVICE, INC.	PO 25231
INDUSTRIAL TELEVISION SERVICE, INC.	PO-28377
INDUSTRIAL U.I. SERVICES/DEGROOT MANAGEMENT SERVICES INC	PO 16681
INFO-TECH RESEARCH GROUP INC.	PO-27354
INTIVITY, Inc	PO-26683
INTIVITY, Inc	PO-28217
INTIVITY, Inc	PO-29009
INTIVITY, Inc	PO-29260
JEMCO WATER TREATMENT SERVICES INC.	PO-27265
JEMCO WATER TREATMENT SERVICES INC.	PO 24386
JPRIORE CONSTRUCTION CO., INC	2024-10-GR
KELLEY BROTHERS LLC	PO 26022
KELLEY BROTHERS LLC	PO-25885
KIRK'S AUTOMOTIVE, INC	MCPO-10347
KIRK'S AUTOMOTIVE, INC	MCPO-11336
KIRK'S AUTOMOTIVE, INC	MCPO-11900
KIRK'S AUTOMOTIVE, INC	MCPO-12745
KIRK'S AUTOMOTIVE, INC	MCPO-9763
LIFT SAFE FUEL SAFE	2024-18-GR
LOOMIS	2020-008
MACKENZIE HUGHES LLP	2024-03-MH
MACKENZIE HUGHES LLP	2019-006-MH

MATCO TOOLS - MATTHEW LIBBEY	PO-29462
MAUREEN DATA SYSTEMS INC.	PO-28074
MILLER ENVIRONMENTAL/ ENVIRONMENTAL PRODUCTS AND SERVICES	2024-19
MILLER ENVIRONMENTAL/ ENVIRONMENTAL PRODUCTS AND SERVICES	2019-010
MILTON CAT, INC	PO-27226
MIRABITO FUEL GROUP, INC.	2016-002
MIRABITO FUEL GROUP, INC.	2021-014
MOWER/ ERIC MOWER AND ASSOCIATES	2020-020
NAPA AUTO PARTS	2024-09
NAPA AUTO PARTS	2019-028
NBT FINANCIAL GROUP	2019-012
NBT FINANCIAL GROUP	2024-22
NEOGOV	PO-27690
NEW YORK STATE FAIR	PO-27650
NORTHLAND COMMUNICATIONS	2016-035
NOVA VERTA USA	PO-28894
NRG BUSINESS MARKETING/ DIRECT ENERGY BUSINESS (HESS CORPORATION)	2015-015
NYS INDUSTRIES FOR THE DISABLED, INC.	PO23514
NYS INDUSTRIES FOR THE DISABLED, INC.	PO23525
NYS INDUSTRIES FOR THE DISABLED, INC.	PO23586
NYS INDUSTRIES FOR THE DISABLED, INC.	PO23556
NYS INDUSTRIES FOR THE DISABLED, INC.	2019-030
NYS INDUSTRIES FOR THE DISABLED, INC.	2019-027
NYS INDUSTRIES FOR THE DISABLED, INC.	2020-032
NYS INDUSTRIES FOR THE DISABLED, INC.	2018-026
NYS INDUSTRIES FOR THE DISABLED, INC.	2018-027
ORKIN	2024-02
PAN AMERICA ENVIRONMENTAL, INC.	PO-27823
PARKSIDE FIRE AND SECURITY	2022-02
PATRICIA ELECTRIC, INC.	2022-25-GR
PATRICIA ELECTRIC, INC.	2021-011

PATRICIA ELECTRIC, INC.	2022-24-GR
PDS	PO14608
PELLETS LLC	2023-21-GR
PEPPINO'S RESTAURANT & CATERING	PO-28260
PESTECH EXTERMINATING	2021-009
PMA MANAGEMENT CORP	2024-031
PROACT INC	2021-023
PROGRESS	PO-26670
QUADIENT, INC.	PO-28638
RDS SERVICES	2021-007
REMIX TECHNOLOGIES	PO-28118
REMIX TECHNOLOGIES	PO-28815
RENTALS TO GO	PO-28378
S&A SYSTEMS, INC.	PO-28525
S&A SYTEMS, INC.	PO 21545
S&W SERVICES, INC.	MCPO-11267
S&W SERVICES, INC.	PO-25579
S&W SERVICES, INC.	MCPO-13668
S&W SERVICES, INC.	PO-28837
SAFETY-KLEEN CORP	PO-28603
SHARPERTEK	2023-23-GR
SHI INTERNATIONAL CORP.	PO-29392
SIEMENS INDUSTRY, INC.	PO-27536
SIEMENS INDUSTRY, INC.	PT6880
SIEMENS INDUSTRY, INC.	PO-26406
SIEMENS INDUSTRY, INC.	PO 25418
SIEMENS INDUSTRY, INC.	PO 25413
SIEMENS INDUSTRY, INC.	PO 23419
SIEMENS INDUSTRY, INC.	PO 25415
SIEMENS INDUSTRY, INC.	PO 25831
SIEMENS INDUSTRY, INC.	PO-25416

SIEMENS INDUSTRY, INC.	PO-25832
SIEMENS INDUSTRY, INC.	PO-28601
SIEMENS INDUSTRY, INC.	PO-28613
SINCLAIR BROADCAST GROUP	AD4
SOLVENTS AND PETROLEUM SERVICE, INC.	2024-17
SOLVENTS AND PETROLEUM SERVICE, INC.	2019-009
SPECTRO SCIENTIFIC	PO-28583
SPECTRO SCIENTIFIC	PO-27192
SPECTRUM REACH	AD5
SUBURBAN TAXI INC.	2020-019
SUBURBAN TRANSPORTATION	2024-13
SUBURBAN TRANSPORTATION	2021-018
SUBURBAN TRANSPORTATION	2022-13
SUBURBAN TRANSPORTATION	2023-04
SUPERIOR LUBRICANTS, INC.	PO-27943
TECH SYSTEMS, INC.	PO-27499
TENNANT SALES AND SERVICE CO.	PO-27754
TERACAI	PO-27656
TERACAI	PO-27185
TERACAI	PO-27309
TERACAI	PO-27939
TERACAI	PO 24019
TERACAI	PO-29251
TEXTMARKS	PO-27200
THE NEW YORK PUBLIC TRANSIT ASSOCIATION	PO-28026
THERMO KING NORTHEAST LLC	MCPO-9793
THUNDERCAT TECHNOLOGY	PO-28531
TRANSPRO	2024-12
TRAPEZE SOFTWARE GROUP, INC.	PO13980
TRAPEZE SOFTWARE GROUP, INC.	PO23581
TRAPEZE SOFTWARE GROUP, INC.	PO-28143

TRAPEZE SOFTWARE GROUP, INC.	PO29226
TRI TANK CORP	PO-26183
TRILLIUM	PO-23021
TRUVIEW, BSI	2022-16
UMR	2021-021
UNITED UNIFORM	2019-026
VALVOLINE, INC.	PO-27851
VALVOLINE, INC.	PO-26925
VALVOLINE, INC.	PO-28646
VERICOM LLC	PO-28158
VIA MOBILITY	2023-13
VOITH TURBO INC	MCPO-10717
VOITH TURBO INC	MCPO-13461
VPRIMETECH	2024-26
WASTE MANAGEMENT	2023-07-WM
WATS INTERNATIONAL INC.	PO-27302
WCB WASH SYSTEMS, LLC	PO-27590
WCB WASH SYSTEMS, LLC	PO-25828
WCB WASH SYSTEMS, LLC	PO-28644
WELLNOW URGENT CARE	20138525
WELLNOW URGENT CARE	20141726
WENDEL	2024-11-GR
WISDOM PROTECTIVE	PS68266
WSKO-AM CUMULUS MEDIA - SYRACUSE	AD6
WSYR	AD7
ZORO TOOLS, INC.	PO-27381

Procurement Description	Status
ABILA ANNUAL SUPPORT RENEWAL 1/23/25 - 1/22/26	CLOSED
ACCRUENT ANNUAL SUPPORT RENEWAL (3/15/25 - 3/14/26)	CLOSED
TANK INSPECTION TRAINING COURSE	CLOSED
CAB CUSTOMER SERVICE HEADSET PURCHASE	CLOSED
MINIVAN SERVICES 2019-2024	CLOSED
POOL CAR VEHICLE PURCHASE	CLOSED
SUPERVISOR VEHICLE PURCHASE	CLOSED
POOL CAR VEHICLE PURCHASE	OPEN
SUPERVISOR VEHICLE PURCHASE	OPEN
GOCENTROBUS MOBILE APP ENHANCEMENTS- PHASE 7	CLOSED
GOCENTROBUS MOBILE APP ENHANCEMENTS- PHASE 8	CLOSED
ANALYTICS SERVER HOSTING AND MAINTENANCE FOR MOBILE APP 12/15/24-12/14/25	CLOSED
SECURITY SERVICES- ONEIDA 2024-2029	OPEN
SECURITY SERVICES ONEIDA 2019-2024	CLOSED
SECURITY SERVICES 2019-2024	CLOSED
VEHICLE TRACKING AND TELEMATICS	OPEN
LANSWEEPER PRO LICENSE RENEWAL 3/3/2025-3/2/2026	CLOSED
TRANSPORTATION PLANNING CONSULTANT	OPEN
TENNANT M30 FOR UTICA	CLOSED
OSWEGO FACILITY AWNING INSTALLATION	CLOSED
GATE SENSORS - SYRACUSE	CLOSED
NEW FRONT ENTRANCE DOORS- HUB	CLOSED
AUTOMATIC DOOR OPERATOR PURCHASE	CLOSED
WALK BEHIND COUNTERBALANCED STACKER- SYRACUSE STOCKROOM	CLOSED
SYRACUSE FACILITY BATHROOM RENOVATIONS	OPEN
TWIC COMMUNICATION CONTROLLERS - RTC	CLOSED



SLIDE GATE OPERATORS FOR C3 AND T2 -SYRACUSE	OPEN
SEDAN & LIFT EQUIPPED VEHICLE SERVICES B 2024-2029	OPEN
MINIVAN AND SEDAN SERVICES B	OPEN
MINIVAN & LIFT EQUIPPED VEHICLE SERVICES B	OPEN
MINIVAN & SEDAN SERVICES A 2019-2024	CLOSED
REPLACEMENT TOOLCAT	OPEN
AUDITING SERVICES 2023-2028	OPEN
OVERHEAD DOOR MAINTENANCE AND REPAIR SERVICE	OPEN
ACTUARIAL SERVICES	OPEN
PLOWS AND SALT SPREADERS FOR PLOW TRUCKS	CLOSED
MEDICARE PART D SERVICES	CLOSED
TIRE LEASE 2022-2027	OPEN
TRASH REMOVALSERVICES	OPEN
ENGINEERING SERVICES	OPEN
RADIATOR ASSEMBLY	CLOSED
RADIATOR ASSEMBLY	CLOSED
RADIATOR ASSEMBLY	CLOSED
RADIATOR ASSEMBLY	CLOSED
KEEPER PASSWORD MANAGER SUBSCRIPTION 11/5/24 – 11/5/25	CLOSED
SNOW PLOWING FOR 2024/2025 WINTER SEASON - OSWEGO	OPEN
SALTING ONDEMAND FOR 2024/2025 WINTER SEASON- OSWEGO	OPEN
SYRACUSE FACILITY PAVING PROJECT	CLOSED
UNIFORM RENTAL AND LAUNDRY SERVICES	OPEN
SYRACUSE POLICE SECURITY SERVICES- TRANSFER HUB	OPEN
MERCAPTAN REMOVAL AND DISPOSAL	CLOSED
TURN BY TURN SOFTWARE AND MAINTENANCE	OPEN
CLEVER DEVICE TRAINING	CLOSED
PARATRANSIT BUS BUILD	CLOSED
VARONIS DATADVANTAGE SYSTEM LICENSING AND SUPPORT 2024-2027	OPEN
NETWORK INSTALLATION AND SETUP FOR SYR HUB	CLOSED
MICROSOFT CERTIFICATE AUTHORITY IMPLEMENTATION	OPEN

MECHANIC HELPER TRAINEE PROGRAM	CLOSED
PARATRANSIT TABLETS AND MOUNTS	CLOSED
TOUGHBOOKS PURCHASE- MAINTENANCE	CLOSED
UPS PURCHASE FOR UTICA GARAGE	CLOSED
PRIVLEDGED REMOTE ACCESS 3/1/2025 - 2/28/2026	CLOSED
HPE REMOTE TECH SUPPORT and HPE BADGED ON-SITE HARDWARE SUPPORT 5/1/24 - 4/30/24	CLOSED
FORTIGATE, FORTICARE PREMIUM AND FORTIGUARD UNIFIED THREAT PROTECTION 5/1/25-4/30/26	CLOSED
ALL IN ONE PC PURCHASE	CLOSED
PC PURCHASE	CLOSED
REPLACEMENT COMPUTER PURCHASE	CLOSED
TOUGHBOOKS PURCHASE- MAINTENANCE	CLOSED
HP 360 LAPTOP PURCHASE	CLOSED
BARRACUDA CLOUD TO CLOUD BACKUP SERVICE DATA PROTECTION 9/25/24 - 9/24/25	CLOSED
HOLIDAY GROCERY CERTIFICATES	CLOSED
HOLIDAY GROCERY CERTIFICATES	CLOSED
BUS SCHEDULE PRINTING	OPEN
RISK MANAGER	OPEN
VARIOUS BUS PART PURCHASES - OEM	CLOSED
INSITE AND QUICKSERVE LICENSE RENEWAL 2/1/25 - 2/1/26	CLOSED
COMPRESSOR SERVICE AGREEMENT FOR SYRACUSE AND UTICA 10/1/24-9/30/25	OPEN
COMPRESSOR SERVICE AGREEMENT FOR SYRACUSE AND UTICA 10/1/23-9/30/24	CLOSED
AIR COMPRESSOR PREVENTATIVE MAINTENANCE AND SERVICE AGREEMENT 10/1/24-9/30/25	OPEN
COMPRESSOR ENGINE OIL PURCHASE	CLOSED
MOWER AND SNOWBLOWER ATTACHMENT PURCHASE	CLOSED
NEW REPLACEMENT TRUCKS FOR ONEIDA	CLOSED
MICROSOFT LICENSING FOR NYS JUNE 2023 - MAY 2026	OPEN
MICROSOFT SERVER LICENSES AND SQL LICENSING TRUE UP	CLOSED
DELL ACTIVE DIRECTORY SERVER HARDWARE	CLOSED
M365 APPS ENTERPRISE SUB PER USER JUNE 2023 - MAY 2026	OPEN
TPA FOR MEDICAL, DENTAL & PRESCRIPTION SERVICES-DENTAL ONLY	OPEN
SQUID SERVICE TOOL	CLOSED

NEW BLINDS PURCHASE	CLOSED
ELECTRICITY SUPPLIER	OPEN
ANNUAL WINTER 2024-2025 ON DEMAND SALTING OF PARKING LOT	OPEN
ANNUAL WINTER 2023-2024 ON DEMAND SALTING OF PARKING LOT	CLOSED
FALL PROTECTION- BAY 24 AND PM PIT	OPEN
PAINT BOOTH ANNUAL SERVICE	CLOSED
PRINTER MAINTENANCE SERVICES 2022-2027	OPEN
PROCORE SUBSCRIPTION AND SET UP 01/06/25-01/05/26	CLOSED
PEST CONTROL SERVICES- BUSES	CLOSED
MAGNETIC BUS TRANSFERS FOR FAREBOX SYSTEM	OPEN
SNOW REMOVAL SERVICES	OPEN
HVAC MAINTENANCE	OPEN
ENGHOUSE QMS ANNUAL RENEWAL 7/1/24 - 6/30/25	CLOSED
LEGAL SERVICES 2024-2029	OPEN
LEGAL SERVICES 2019-2024	CLOSED
NEW TIRE CHANGING MACHINE FOR UTICA FACILITY	CLOSED
TANK REPLACEMENT	CLOSED
VEHICLE LIFT INSPECTIONS/ REPAIRS SERVICES 2020-2025	OPEN
ADVERTISING	CLOSED
EMPLOYEE UNIFORMS 2024-2029	OPEN
ADMINISTRATIVE POINT OF SALE (APOS) TERMINALS	OPEN
GENFARE VENDSTAR4-E TICKET VENDING MACHINES FOR SYRACUSE AND UTICA HUB (TVM'S)	CLOSED
FAREBOX REPLACEMENT	CLOSED
DESFIRE SMART CARD PURCHASE	OPEN
MOBILE TICKETING API	OPEN
FARE MEDIA PURCHASE	CLOSED
FARE MEDIA PURCHASE	CLOSED
BUS PURCHASE- WASHINGTON CONTRACT	CLOSED
VARIOUS BUS PART PURCHASES - OEM	CLOSED
I/O MODULE DIAGNOSTIC HAND HELD SCAN TOOL	CLOSED
BUS PURCHASE	OPEN

FUEL CARDS	CLOSED
BUS SHELTER AND PARKING LOT JANITORIAL SERVICES	OPEN
DRIVER BRIEFCASE PURCHASE	CLOSED
DRIVE LANE POWERWASHER PURCHASE	CLOSED
EMPLOYEE ASSISTANCE PROGRAM	OPEN
ADVERTISING	CLOSED
GENETECC ADVANTAGE SUPPORT RENEWAL 7/1/24 - 6/30/25	CLOSED
RTC CAMERA REPLACEMENT	CLOSED
ADVERTISING	CLOSED
RTC MONITORS ANNUAL MAINTENANCE (1/1/24-12/31/24)	CLOSED
ANNUAL RTC SCHEDULE SYSTEM MAINTENANCE 1/1/25-12/31/25	OPEN
UNEMPLOYMENT INSURANCE ADMINISTRATION	OPEN
INFO-TECH RENEWAL 8/30/2024-8/30/2025	CLOSED
CALL CENTER FURNITURE	CLOSED
ENGINE SHOP OFFICE FURNITURE	CLOSED
CONFERENCE AND TRAINING ROOM FURNITURE	OPEN
CEO OFFICE FURNITURE	OPEN
WATER TESTING AND CHEMICAL TREATMENTS 10/1/24-9/30/25 - CORTLAND, SYR HUB, UTICA, UTICA HUB, RTC	OPEN
WATER TESTING & CHEMICAL TREATMENTS FOR 10/01/23-9/30/24-CORTLAND, SYR HUB,UTICA, UTICA HUB, RTC	CLOSED
MAINTENANCE OFFICE BUILD	CLOSED
REPAIR OF RTC MAN DOORS	CLOSED
ADD DOOR OPERATORS TO ENTRANCE	CLOSED
AFTERTREATMENT	CLOSED
AFTERTREATMENT	CLOSED
AFTERTREATMENT	CLOSED
AFTERTREATMENT	CLOSED
AFTERTREATMENT	CLOSED
RTC DIESEL DISPENSER	CLOSED
ARMORED MOTOR SERVICES - SYRACUSE & UTICA FACILITIES 2021-2026	OPEN
LEGAL SERVICES 2024-2029	OPEN
LEGAL SERVICES 2019-2024	CLOSED

SCAN TOOL PURCHASE	OPEN
BARRACUDA BACKUP 3200 11/7/24-11/6/25	CLOSED
PITS & DRAINS SERVICES 2024-2029	OPEN
PITS & DRAINS SERVICES 2019-2024	CLOSED
CNG FACILITY ENGINE 1 TURBO	CLOSED
DIESEL FUEL	OPEN
GASOLINE- BULK DELIVERY	OPEN
PUBLIC RELATIONS	OPEN
BODY SHOP & PAINT SUPPLIES 2024-2029	OPEN
BODY SHOP & PAINT SUPPLIES 2019-2024	CLOSED
PENSION SERVICES	CLOSED
PENSION SERVICES	OPEN
NEOGOV LMS RENEWAL 9/28/24-9/27/25	CLOSED
STATE FAIR-SHARE OF DESTINY USA PARK N RIDE	CLOSED
TELEPHONE AND INTERNET SERVICE PROVIDER	OPEN
VARIABLE FREQUENCY DRIVES PURCHASE FOR PAINT BOOTH	CLOSED
NATURAL GAS MARKETER	OPEN
JANITORIAL SERVICES - SYRACUSE FACILITY 2024-2029	OPEN
JANITORIAL SERVICES- ITC 2024-2029	OPEN
JANITORIAL SERVICES- SYRACUSE HUB 2024-2029	OPEN
JANITORIAL SERVICES - UTICA FACILITY 2024-2029	OPEN
JANITORIAL SERVICES- SYRACUSE HUB 2019-2024	CLOSED
JANITORIAL SERVICES- ITC 2019-2024	CLOSED
JANITORIAL SERVICES - UTICA HUB 2020-2025	CLOSED
JANITORIAL SERVICES - SYRACUSE FACILITY 2019-2024	CLOSED
JANITORIAL SERVICES - UTICA FACILITY 2019-2024	CLOSED
PEST CONTROL SERVICES- BUSES	OPEN
OIL WATER SEPERATOR FILTER PURCHASE	CLOSED
SPRINKLER SYSTEM INSPECTIONS 2022-2027	OPEN
ELECTRICAL SERVICE INSTALLATION	OPEN
ELECTRICAL SERVICES CONTRACT	OPEN

BACKUP GENERATOR PURCHASE- AUBURN AND OSWEGO	OPEN
PDS VISTA HRMIS 5 YEAR MAINTENANCE AGREEMENT	CLOSED
MEDIA BLASTER PURCHASE	CLOSED
CATERING FOR HOLIDAY PARTY	CLOSED
BUILDING PEST CONTROL SERVICES	OPEN
3RD PARTY ADMIN- AUTO AND GL SERVICES 2020-2025	OPEN
TPA FOR MEDICAL, DENTAL & PRESCRIPTION SERVICES- PRESCRIPTION ONLY	OPEN
SITFINITY PROFESSIONAL EDITION UPGRADE 2/7/24-2/7/25	CLOSED
FOLDER, INSERTER AND STUFFER MACHINE	CLOSED
RETIREE DRUG SUBSIDY REOPENING SERVICES	OPEN
REMIX SOFTWARE PURCHASE	CLOSED
REMIX SOFTWARE LICENSING YEARS 2&3	OPEN
PORTABLE RESTROOMS AND SINK RENTAL	OPEN
FLEETWATCH LICENSE RENEWAL 1/1/25 - 12/31/25	CLOSED
REMOTE ISLAND HEAD REFURBISHMENT/UPGRADES	OPEN
FUEL NOZZLE	CLOSED
ANCHOR POT INSTALLATION	CLOSED
FUEL NOZZLE	CLOSED
DIESEL FUEL TANK PURCHASE	OPEN
PARTS WASHER CLEANING 4/1/25 - 3/31/26	OPEN
ULTRASONIC PARTS CLEANER	CLOSED
IVANTI SECURITY CONTROLS FOR PATCH MANAGEMENT CLOUD SUBSCRIPTION 3/31/25-3/30/26	CLOSED
FIRE ALARM SYSTEM UPGRADE RTC INSTALLATION	OPEN
GAS DETECTOR & SENSOR UPGRADES	CLOSED
APOGEE AUTOMATION SERVICES 9/1/24 - 8/31/25	OPEN
FIRE ALARM SYSTEM UPGRADE RTC	OPEN
FIRE ALARM SYSTEM UPGRADE - SYRACUSE GARAGE AND OFFICE	CLOSED
APOGEE AUTOMATION SERVICES 9/1/23 - 8/31/24	CLOSED
FIRE ALARM SYSTEM UPGRADE - HUB	CLOSED
2024 ANNUAL FIRE ALARM TEST, GAS DETECTION AND INSPECTION - CORTLAND AVE (4/1/24-3/31/25)	CLOSED
SUPREMA PANEL INSTALLATION	OPEN

ANNUAL FIRE ALARM INSPECTION AUBURN, OSWEGO, ROME, RTC, SYR HUB AND UTICA 4/1/24 - 3/31/25	CLOSED
ANNUAL FIRE ALARM TEST GAS DETECTION AND INSPECTION- CORTLAND AVE 4/1/25-3/31/26	OPEN
ANNUAL FIRE ALARM INSPECTION AUBURN, OSWEGO, ROME, RTC, SYR HUB AND UTICA 4/1/25 - 3/31/26	OPEN
ADVERTISING	CLOSED
WINDSHIELD WASH FLUID 2024-2029	OPEN
WINDSHIELD WASH FLUID 2019-2024	CLOSED
OIL ANALYSIS MACHINE REPAIR	CLOSED
OIL ANALYSIS MACHINE DIAGNOSTIC	CLOSED
ADVERTISING	CLOSED
MINIVAN SERVICES A 2021-2026	OPEN
MINIVAN SERVICES B 2024-2029	OPEN
LIFT EQUIP VEHICLE SERVICES A 2022-2027	OPEN
MINIVAN & LIFT EQUIPPED VEHICLE SERVICES A	OPEN
SEDAN & LIFT EQUIPPED VEHICLE SERVICES	OPEN
BULK COOLANT	CLOSED
ACCESSIT HARDWARE.SOFTWARE SUPPORT 9/1/24 - 8/31/25	CLOSED
WALKBEHIND SCRUBBER PURCHASE	CLOSED
VMSPHERE FOUNDATION 10/14/24 - 10/13/25	CLOSED
CISCO HW SMARTNER RENEWAL 7/10/24 - 7/9/25	CLOSED
SERVER RACK AND CONNECTIONS PURCHASE	CLOSED
GENETEC SERVER PURCHASE	CLOSED
CISCO CONTACT CENTER LICENSING TO FLEX 7/10/23- 7/09/26	OPEN
SERVER RACK WITH SWITCH PURCHASE FOR CORTLAND COUNTY	CLOSED
TEXTING PLAN FOR BUSTRACKER	CLOSED
2024 PTLI TRAINING	CLOSED
COMPRESSOR	CLOSED
BONFIRE LICENSE RENEWAL	CLOSED
EXECUTIVE SEARCH CONSULTANT	OPEN
TRAPEZE BLOCKBUSTER RENEWAL FEES	CLOSED
TRAPEZE'S RISK, INCIDENT & SAFETY COMPLIANCE (RISC) SOFTWARE 9.15.23-9.14.28	OPEN
CORTLAND COUNTY MAP UPDATE	OPEN

TRAPEZE IMPLEMENTATION FOR CORTLAND COUNTY	OPEN
TOMMY GATE PURCHASE	CLOSED
CNG FACILITY UPGRADE	OPEN
BACKGROUND INVESTIGATIVE SERVICES	OPEN
TPA FOR MEDICAL, DENTAL & PRESCRIPTION SERVICES- MEDICAL ONLY	OPEN
EMPLOYEE UNIFORMS 2019-2024	CLOSED
BULK ENGINE OIL	CLOSED
BULK ENGINE OIL	CLOSED
BULK ENGINE OIL	CLOSED
VERICOM BRAKE METER	CLOSED
MICROTRANSIT/PARATRANSIT SOFTWARE PURCHASE	OPEN
TRANSMISSION	CLOSED
TRANSMISSION	CLOSED
DARKTRACE EMAIL SECURITY	CLOSED
TRASH REMOVAL SERVICES	OPEN
COLD PATCH MATERIAL PURCHASE	CLOSED
BUS WASH NEW BRUSH INSTALLATION	CLOSED
UTICA BUS WASH REPAIR	CLOSED
BUS WASH AIR DRYER PURCHASE AND INSTALLATION	OPEN
MAY 2024 PHYSICALS	CLOSED
DECEMBER 2024 PHYSICALS	CLOSED
ONEIDA FACILITY CONSOLIDATION CONSULTANT	OPEN
SECURITY SERVICES- SYR	OPEN
ADVERTISING	CLOSED
ADVERTISING	CLOSED
ELECTRIC ZERO TURN MOWER	CLOSED



Type of Procurement	Award Process	Award Date
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	10/1/2019
COMMODITIES/SUPPLIES	PURCHASED UNDER STATE CONTRACT	
COMMODITIES/SUPPLIES	PURCHASED UNDER STATE CONTRACT	
COMMODITIES/SUPPLIES	PURCHASED UNDER STATE CONTRACT	
COMMODITIES/SUPPLIES	PURCHASED UNDER STATE CONTRACT	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	PURCHASED UNDER STATE CONTRACT	
OTHER PROFESSIONAL SERVICES	PURCHASED UNDER STATE CONTRACT	
OTHER PROFESSIONAL SERVICES	PURCHASED UNDER STATE CONTRACT	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	AUTHORITY CONTRACT- COMPETITIVE BID	1/1/2023
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	7/1/2022
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	PURCHASED UNDER STATE CONTRACT	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	8/26/2024
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	

OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2024
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2022
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2023
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2019
COMMODITIES/SUPPLIES	PURCHASED UNDER STATE CONTRACT	
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2023
DESIGN AND CONSTRUCTION/MAINTENANCE	AUTHORITY CONTRACT- COMPETITIVE BID	10/1/2021
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2022
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	5/1/2022
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	12/1/2023
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	6/1/2021
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	6/24/2024
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2023
OTHER	AUTHORITY CONTRACT- NON COMPETITIVE BID	2/1/2022
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	AUTHORITY CONTRACT- NON COMPETITIVE BID	5/1/2021
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	PURCHASED UNDER STATE CONTRACT	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	AUTHORITY CONTRACT- COMPETITIVE BID	10/1/2024
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	

COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	PURCHASED UNDER STATE CONTRACT	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	8/1/2023
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	9/1/2023
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - SOFTWARE	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	PURCHASED UNDER STATE CONTRACT	
TECHNOLOGY - SOFTWARE	PURCHASED UNDER STATE CONTRACT	
TECHNOLOGY - SOFTWARE	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - SOFTWARE	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2022
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	

COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	6/1/2015
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	6/1/2022
TECHNOLOGY - SOFTWARE	PURCHASED UNDER STATE CONTRACT	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2019
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	12/1/2020
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	10/1/2023
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	9/1/2021
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	8/1/2024
LEGAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	8/1/2019
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	11/1/2020
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	10/1/2024
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- NON COMPETITIVE BID	8/2/2024
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- NON COMPETITIVE BID	5/2/2023
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	PURCHASED UNDER STATE CONTRACT	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	9/1/2020

COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	2/1/2021
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	1/1/2021
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	PURCHASED UNDER STATE CONTRACT	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	5/20/2024
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	7/18/2024
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	3/1/2021
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	8/1/2024
LEGAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	8/1/2019

COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	11/1/2024
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	11/1/2019
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	1/1/2017
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	6/1/2021
CONSULTING SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	5/1/2021
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	10/1/2024
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	10/1/2019
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	1/1/2020
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	1/1/2025
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TELECOMMUNICATION EQUIPMENT OR SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	3/1/2017
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	11/1/2016
OTHER	AUTHORITY CONTRACT- NON COMPETITIVE BID	4/1/2024
OTHER	AUTHORITY CONTRACT- NON COMPETITIVE BID	8/1/2024
OTHER	AUTHORITY CONTRACT- NON COMPETITIVE BID	9/1/2024
OTHER	AUTHORITY CONTRACT- NON COMPETITIVE BID	4/1/2024
OTHER	AUTHORITY CONTRACT- NON COMPETITIVE BID	9/1/2019
OTHER	AUTHORITY CONTRACT- NON COMPETITIVE BID	8/1/2019
OTHER	AUTHORITY CONTRACT- NON COMPETITIVE BID	2/1/2020
OTHER	AUTHORITY CONTRACT- NON COMPETITIVE BID	4/1/2019
OTHER	AUTHORITY CONTRACT- NON COMPETITIVE BID	4/1/2019
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	8/1/2024
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	12/1/2022
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	2/27/2023
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	11/1/2021

OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	1/27/2023
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- NON COMPETITIVE BID	8/22/2020
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	11/21/2023
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	9/1/2021
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2020
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2022
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	6/1/2021
TECHNOLOGY - SOFTWARE	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - SOFTWARE	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - SOFTWARE	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	2/28/2025
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	1/26/2024
TECHNOLOGY - SOFTWARE	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	PURCHASED UNDER STATE CONTRACT	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	PURCHASED UNDER STATE CONTRACT	

OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	PURCHASED UNDER STATE CONTRACT	
OTHER	PURCHASED UNDER STATE CONTRACT	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	10/1/2024
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	10/1/2019
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	2/1/2021
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	10/1/2024
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	3/1/2022
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2023
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	12/1/2023
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - SOFTWARE	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY- CONSULTING/DEVELOPMENT OR SUPPORT	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - SOFTWARE	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY-SOFTWARE	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - SOFTWARE	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - SOFTWARE	PURCHASED UNDER STATE CONTRACT	
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	7/26/2024
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	AUTHORITY CONTRACT- NON COMPETITIVE BID	6/1/2020
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	AUTHORITY CONTRACT- NON COMPETITIVE BID	2/1/2024
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	



OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	6/24/2024
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2023
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	4/1/2022
COMMODITIES/SUPPLIES	AUTHORITY CONTRACT- COMPETITIVE BID	10/1/2019
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - CONSULTING/DEVELOPMENT OR SUPPORT	AUTHORITY CONTRACT- COMPETITIVE BID	3/1/2024
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
TECHNOLOGY - SOFTWARE	AUTHORITY CONTRACT- COMPETITIVE BID	11/1/2024
OTHER	AUTHORITY CONTRACT- COMPETITIVE BID	12/1/2023
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	AUTHORITY CONTRACT- COMPETITIVE BID	9/27/2024
OTHER PROFESSIONAL SERVICES	PURCHASED UNDER STATE CONTRACT	1/25/2024
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
OTHER PROFESSIONAL SERVICES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	
COMMODITIES/SUPPLIES	NON CONTRACT PROCUREMENT/PURCHASE ORDER	

Begin Date	Renewal Date	Does the contract have an end Date?	End Date	Amount	Amount Expended For Fiscal Year	Amount Expended For Life To Date	Current or Outstanding Balance	Number of Bids or Proposals Received Prior to Award of Contract
					\$10,516.46			
					\$50,810.40			
					\$14,080.00			
					\$7,478.31			
10/1/2019		Y	9/30/2024	\$0.00	\$299,929.12	\$1,302,539.48	\$0.00	5
					\$67,441.64			
					\$32,516.51			
					\$0.00			
					\$0.00			
					\$12,805.00			
					\$8,382.00			
					\$7,350.00			
					\$37,227.72			
					\$2,688.20			
					\$531.02			
1/1/2023		Y	12/31/2027	\$26,278.92	\$5,850.76	\$15,898.72	\$10,380.20	5
					\$9,496.00			
7/1/2022		Y	6/30/2027	\$0.00	\$292,169.57	\$609,800.37	\$0.00	4
					\$87,088.68			
					\$5,020.00			
					\$5,299.86			
					\$9,459.90			
					\$7,387.08			
					\$20,460.00			
8/26/2024		Y	12/1/2025	\$770,656.51	\$409,301.22	\$409,301.22	\$361,355.29	3
					\$9,185.00			

					\$0.00			
4/1/2024		Y	3/31/2029	\$0.00	\$495,490.92	\$495,490.92	\$0.00	2
4/1/2022		Y	3/31/2027	\$0.00	\$721,372.70	\$2,089,054.85	\$0.00	4
4/1/2023		Y	3/31/2028	\$0.00	\$679,831.63	\$66,823,105.63	\$0.00	3
4/1/2019		Y	3/31/2024	\$0.00	\$13,315.50	\$591,941.10	\$0.00	4
					\$0.00			
4/1/2023		Y	3/31/2028	\$0.00	\$69,298.50	\$141,433.50	\$0.00	3
10/1/2021		Y	9/30/2026	\$0.00	\$106,859.68	\$246,719.61	\$0.00	2
4/1/2022		Y	3/31/2027	\$0.00	\$40,575.00	\$107,090.35	\$0.00	4
					\$21,395.82			
					\$5,250.00			
5/1/2022		Y	4/30/2027	\$0.00	\$166,393.05	\$528,979.49	\$0.00	2
12/1/2023		Y	11/30/2028	\$0.00	\$28,554.09	\$35,632.10	\$0.00	3
6/1/2021		Y	5/31/2026	\$0.00	\$141,130.64	\$1,075,033.07	\$0.00	3
					\$5,649.15			
					\$5,649.15			
					\$5,110.99			
					\$5,110.99			
					\$14,769.59			
					\$6,400.00			
					\$350.00			
6/24/2024		Y	12/1/2024	\$341,556.56	\$341,556.56	\$341,556.56	\$0.00	2
4/1/2023		Y	3/31/2028	\$0.00	\$57,151.85	\$107,658.09	\$0.00	1
2/1/2022		Y	1/31/2027	\$0.00	\$168,599.16	\$552,221.97	\$0.00	1
					\$13,961.69			
5/1/2021		Y	4/30/2026	\$170,692.00	24,562.00	\$98,249.00	\$72,443.00	1
					\$14,293.00			
					\$1,646,983.00			
10/1/2024		Y	9/30/2029	\$0.00	\$37,155.00	\$37,155.00	\$0.00	5
					\$9,697.49			
					\$3,115.00			

					\$6,888.04			
					\$37,217.00			
					\$21,260.00			
					\$20,255.88			
					\$16,035.75			
					\$15,762.00			
					\$14,590.00			
					\$14,018.24			
					\$13,950.00			
					\$13,800.00			
					\$10,619.95			
					\$9,975.00			
					\$7,180.80			
					\$11,621.55			
					\$11,299.95			
8/1/2023		Y	7/31/2028	\$0.00	\$45,381.76	\$59,860.30	\$0.00	1
9/1/2023		Y	8/31/2028	\$0.00	\$45,000.00	\$52,500.00	\$0.00	5
					\$838,804.87			
					\$6,690.00			
					\$6,390.00			
					\$4,014.00			
					\$2,862.00			
					\$8,863.80			
					\$10,768.94			
					50,954.90			
					101,889.62			
					\$33,479.52			
					\$21,233.90			
					2,431.80			
4/1/2022		Y	3/31/2027	\$0.00	\$32,283.00	\$94,704.70	\$0.00	4
					\$5,226.10			

					\$11,670.00			
6/1/2015		Y	5/31/2025	\$0.00	\$326,147.71	\$1,960,926.88	\$0.00	4
					\$6,930.00			
					\$440.00			
					0.00			
					\$6,673.00			
6/1/2022		Y	4/30/2027	\$0.00	\$9,732.53	\$20,525.26	\$0.00	3
					\$34,499.73			
4/1/2019		Y	3/31/2024	\$0.00	\$6,760.44	\$86,560.30	\$0.00	1
12/1/2020		Y	11/30/2025	\$0.00	\$0.00	\$16,267.50	\$0.00	2
10/1/2023		Y	9/30/2028	\$0.00	\$111,841.61	\$202,674.91	\$0.00	2
9/1/2021		Y	8/31/2026	\$0.00	\$297,901.36	\$967,829.39	\$0.00	4
					\$6,346.49			
8/1/2024		Y	7/31/2029	\$0.00	\$136,133.50	\$136,133.50	\$0.00	5
8/1/2019		Y	7/31/2024	\$0.00	\$48,462.17	\$532,819.15	\$0.00	3
					\$10,970.00			
					\$5,497.32			
11/1/2020		Y	10/31/2025	\$0.00	\$34,005.67	\$116,413.31	\$0.00	1
					\$25,580.00			
10/1/2024		Y	9/30/2029	\$0.00	\$23,803.51	\$23,803.51	\$0.00	3
8/2/2024		Y	5/30/2025	\$250,892.00	\$226,116.00	\$226,116.00	\$24,776.00	1
					\$106,824.00			
5/2/2023		Y	12/31/2024	\$0.00	\$93,538.96	\$3,466,491.25	\$0.00	1
					\$44,271.05			
					\$10,500.00			
					\$6,872.40			
					\$6,786.00			
					\$10,767,797.11			
					\$483,183.05			
					\$5,700.00			
9/1/2020		Y	8/31/2025	\$0.00	\$37,407,747.41	\$57,136,089.41	\$0.00	3

					\$282,047.07			
2/1/2021		Y	1/31/2026	\$0.00	\$106,223.18	\$426,701.90	\$0.00	5
					\$5,215.48			
					\$7,068.50			
1/1/2021		Y	12/31/2025	\$0.00	\$13,453.54	\$43,050.85	\$0.00	1
					\$44,793.95			
					\$7,722.94			
					\$6,779.14			
					\$5,290.00			
					\$7,056.00			
					\$2,418.00			
					\$4,400.00			
					\$35,622.83			
					\$6,439.28			
					\$5,047.61			
					\$0.00			
					\$0.00			
					\$2,810.00			
					\$1,740.00			
5/20/2024		Y	3/31/2025	\$76,000.00	\$76,000.00	\$76,000.00	\$0.00	1
					\$22,340.00			
					\$7,304.00			
					\$11,388.00			
					\$11,388.00			
					\$11,388.00			
					\$11,388.00			
					\$11,388.00			
7/18/2024		Y	3/31/2025	\$34,933.00	\$36,433.00	\$36,433.00	\$0.00	2
3/1/2021		Y	2/28/2026	\$0.00	\$12,174.78	\$49,606.00	\$0.00	2
8/1/2024		Y	7/31/2029	\$0.00	\$81,073.51	\$81,073.51	\$0.00	5
8/1/2019		Y	7/31/2024	\$0.00	\$115,444.57	\$1,434,477.50	\$0.00	3

					\$0.00			
					\$50,468.85			
11/1/2024		Y	10/31/2029	\$0.00	\$21,598.30	\$21,598.30	\$0.00	2
11/1/2019		Y	10/31/2024	\$0.00	\$60,644.41	\$316,569.98	\$0.00	2
					\$5,312.35			
1/1/2017		Y	3/30/2027	\$0.00	\$1,188,216.11	\$22,755,182.07	\$0.00	3
6/1/2021		Y	5/30/2026	\$0.00	\$123,052.76	\$602,077.27	\$0.00	2
5/1/2021		Y	4/30/2026	\$0.00	\$211,159.52	\$218,234.52	\$0.00	1
10/1/2024		Y	9/30/2029	\$0.00	\$11,811.76	\$11,811.76	\$0.00	1
10/1/2019		Y	9/30/2024	\$0.00	\$10,067.79	\$99,976.31	\$0.00	1
1/1/2020		Y	12/31/2024	\$0.00	\$2,548,371.37	\$20,233,632.05	\$0.00	6
1/1/2025		Y	12/31/2029	\$0.00	\$459,187.47	\$459,187.47	\$0.00	4
					\$31,193.68			
					\$13,512.00			
3/1/2017		Y	2/28/2027	\$0.00	\$109,757.18	\$1,497,293.40	\$0.00	4
					\$11,450.90			
11/1/2016		Y	10/31/2026	\$0.00	\$635,484.86	\$9,807,218.68	\$0.00	3
4/1/2024		Y	3/31/2029	\$1,150,139.16	\$210,547.99	\$210,547.99	\$939,591.17	1
8/1/2024		Y	7/31/2029	\$1,344,748.20	\$156,887.29	\$156,887.29	\$1,187,860.91	1
9/1/2024		Y	8/31/2029	\$1,354,162.80	\$135,416.28	\$135,416.28	\$1,218,746.52	1
4/1/2024		Y	3/31/2029	\$258,142.92	\$47,238.10	\$47,238.10	\$210,904.82	1
9/1/2019		Y	8/31/2024	\$1,122,884.60	\$126,761.96	\$1,122,884.60	\$0.00	1
8/1/2019		Y	7/31/2024	\$1,133,141.66	\$99,267.40	\$1,133,141.66	\$0.00	1
2/1/2020		Y	1/31/2025	\$208,566.32	\$43,763.76	\$208,566.32	\$0.00	1
4/1/2019		Y	3/31/2024	\$927,511.68	\$16,858.06	\$927,511.68	\$0.00	1
4/1/2019		Y	3/31/2024	\$205,153.65	\$4,658.89	\$205,153.65	\$0.00	1
8/1/2024		Y	7/31/2029	\$0.00	\$8,958.50	\$8,958.50	\$0.00	5
					\$5,722.00			
12/1/2022		Y	11/30/2027	\$0.00	\$78,283.46	\$197,899.47	\$0.00	1
2/27/2023		Y	12/31/2025	\$0.00	\$650,000.00	\$1,285,500.00	\$0.00	3
11/1/2021		Y	10/30/2026	\$0.00	\$169,764.14	\$559,688.56	\$0.00	3

1/27/2023		Y	12/31/2025	\$233,416.61	\$60,000.00	\$153,516.61	\$79,900.00	3
8/22/2020		Y	8/21/2025	\$202,365.09	41,282.44	\$202,365.09	\$0.00	1
11/21/2023		Y	12/31/2024	\$42,756.24	\$3,446.00	\$42,756.24	\$0.00	1
					\$8,400.00			
9/1/2021		Y	8/31/2026	\$0.00	\$11,775.65	\$42,069.39	\$0.00	2
4/1/2020		Y	3/31/2025	\$0.00	\$320,469.87	\$1,639,793.79	\$0.00	2
4/1/2022		Y	3/31/2027	\$0.00	\$5,807,640.05	\$15,590,451.74	\$0.00	5
					\$5,000.00			
					\$10,373.00			
6/1/2021		Y	5/30/2026	\$0.00	\$8,931.49	\$22,769.22	\$0.00	1
					\$88,500.00			
					\$0.00			
					\$5,380.00			
					\$12,772.00			
					\$11,060.89			
					\$10,796.00			
					\$7,070.00			
					\$5,400.00			
2/28/2025		Y	3/31/2026	\$140,000.00	\$0.00	\$0.00	\$140,000.00	3
					\$0.00			
1/26/2024		Y	12/31/2024	\$71,040.00	\$71,040.00	\$71,040.00	\$0.00	3
					\$8,893.50			
					\$171,073.00			
					\$98,767.14			
					\$33,545.19			
					\$33,071.10			
					30,337.53			
					\$22,763.35			
					\$15,565.73			
					\$14,020.22			
					\$12,351.50			



					\$9,384.69			
					\$0.00			
					\$0.00			
					\$16,985.00			
10/1/2024		Y	9/30/2029	\$0.00	\$4,319.50	\$4,319.50	\$0.00	1
10/1/2019		Y	9/30/2024	\$0.00	\$4,200.00	\$41,064.48	\$0.00	1
					\$15,128.00			
					\$10,734.00			
					\$24,430.84			
2/1/2021		Y	1/31/2026	\$0.00	\$546,003.42	\$1,955,503.05	\$0.00	3
10/1/2024		Y	9/30/2029	\$0.00	\$96,181.00	\$96,181.00	\$0.00	4
3/1/2022		Y	2/28/2027	\$0.00	\$1,227,416.27	\$2,913,517.62	\$0.00	2
4/1/2023		Y	3/31/2028	\$0.00	\$1,004,862.86	\$1,880,050.97	\$0.00	3
12/1/2023		Y	11/30/2028	\$0.00	\$750,688.50	\$868,794.25	\$0.00	2
					\$8,162.00			
					\$29,376.00			
					\$13,666.51			
					\$36,086.40			
					\$15,119.00			
					\$9,665.48			
					\$8,400.00			
					7,872.00			
					\$6,749.13			
					\$7,788.00			
					\$10,180.00			
					\$12,081.20			
					\$22,061.79			
7/26/2024		Y	5/30/2025	\$40,000.00	\$30,000.00	\$30,000.00	\$10,000.00	3
6/1/2020		Y	5/31/2025	\$1,574,195.00	\$345,126.00	\$1,574,195.00	\$0.00	1
2/1/2024		Y	1/31/2029	\$140,402.23	\$47,220.00	\$47,220.00	\$93,182.23	1
					\$1,915.00			

					\$0.00			
					\$8,946.80			
6/24/2024		Y	3/31/2026	\$4,993,720.00	\$18,781.39	\$18,781.39	\$4,974,938.61	2
4/1/2023		Y	3/31/2029	\$0.00	\$36,879.32	\$70,177.80	\$0.00	6
4/1/2022		Y	3/31/2027	\$0.00	\$297,687.29	\$823,950.81	\$0.00	2
10/1/2019		Y	9/30/2024	\$0.00	\$106,642.74	\$502,031.72	\$0.00	2
					\$19,240.65			
					\$12,882.87			
					\$12,908.61			
					\$5,900.00			
3/1/2024		Y	2/28/2029	\$0.00	\$116,300.00	\$158,800.00	\$0.00	3
					\$19,725.00			
					\$18,375.00			
11/1/2024		Y	10/31/2029	\$156,449.90	\$156,449.90	\$156,449.90	\$0.00	3
12/1/2023		Y	11/30/2028	\$0.00	\$5,305.32	\$7,044.76	\$0.00	3
					\$12,960.36			
					\$17,407.01			
					\$8,616.16			
					\$0.00			
					\$8,465.00			
					\$7,693.00			
9/27/2024		Y	9/26/2029	1/0/1900	\$127,669.07	\$127,669.07	\$0.00	3
1/25/2024		Y	1/24/2029	\$0.00	\$772,582.00	\$772,582.00	\$0.00	2
					\$27,430.00			
					\$11,915.00			
					\$9,258.99			

The Central New York Regional Transportation Authority

# Procurement Policy Manual

## 2025



*Procuring the goods and services necessary to provide  
safe and reliable public transportation at a reasonable cost.*



## The Central New York Regional Transportation Authority

As of June 2025

### Board of Members

<b>Nicholas F. Laino</b> <i>Chairman</i>	<b>Anthony Q. Davis, Sr.</b> <i>Vice Chairman</i>
<b>Darlene DeRosa Lattimore</b> <i>Secretary</i>	<b>Tina Fitzgerald</b> <i>Treasurer</i>
<b>Louella Williams</b>	<b>Robert F. Cuculich</b>
<b>Julius L. Lawrence, Jr.</b>	<b>Monty Flynn</b>
<b>Frank Saya</b> <i>ATU 580 (non-voting member)</i>	<b>Neil Burke</b>

### Executive Staff

<b>Christopher Tuff</b> <i>Chief Executive Officer</i>	<b>Rahmin Azria</b> <i>Vice President of Operations</i>
<b>Melissa Brim</b> <i>Vice President of Finance</i>	<b>Jacquelyn Musengo</b> <i>Vice President of Human Resources</i>
<b>Geoff Hoff</b> <i>Vice President of Fleet &amp; Facilities</i>	<b>Steve Koegel</b> <i>Vice President of Business Development &amp; Corporate Communications</i>
<b>Bruce Fong</b> <i>Vice President of IT</i>	<b>Bren Daiss</b> <i>Associate VP of Marketing and Planning</i>

### Procurement Staff

<b>Caitlin MacCollum</b> <i>Senior Director of Procurement</i>	<b>Chris King</b> <i>Procurement Manager</i>
<b>Jason Smith</b> <i>Senior Procurement Analyst</i>	<b>TJ Gaines</b> <i>Procurement Analyst</i>
<b>Erik Shanahan</b> <i>Procurement Analyst</i>	

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## Part I- Overview

### 1.1- Introduction

The Procurement Manual of the Central New York Regional Transportation Authority (CNYRTA) is designed to set forth the standards for processing all contracts and purchase orders. These standards are provided to ensure that materials and services are obtained timely, efficiently and economically, while adhering to principles of good public policy and practices and sound business judgment. This manual is organized to allow the user maximum flexibility to initiate, develop, execute and administer third-party contracts within the parameters of Federal, State, and local requirements.

These Procurement Guidelines set forth the requirements that CNYRTA and its subsidiary corporations (individually or collectively referred to as "CNYRTA") must adhere to in the solicitation, award, and administration of its third-party contracts for goods and services.

These guidelines are meant to:

1. formalize practices which ensure that CNYRTA interests are protected,
2. assure that all Federal and State procurement laws and regulations are followed, and
3. communicate policies; give guidance to procurement personnel, personnel assigned to the purchasing function, and others with delegated purchasing authority.

The Procurement Guidelines shall not restrict or eliminate competition. Examples of what is considered to be restricting competition include but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business, (2) organizational conflicts of interest, and (3) unnecessary experience and bonding requirements. The CNYRTA will not implement any procurement practices which give local or in-State Bidders/Proposers preference over other Bidders/Proposers.

These Procurement Guidelines have been duly adopted by Motion of CNYRTA Board of Members (the "Board") and detail CNYRTA's operative policy and instructions regarding the use, awarding, monitoring and reporting of procurement contracts. These Guidelines shall be reviewed and approved by CNYRTA Board of Members on an annual basis.

NOTE: These Procurement Guidelines are intended for the guidance of officers and employees of the CNYRTA only, and nothing contained herein is intended or shall be construed to confer upon any person, firm or corporation, any right, claim or benefit under, or by reason of, any requirement or provision hereof. Nothing contained in these Procurement Guidelines shall be deemed to alter, affect the validity of, modify the terms of or impair any contract or agreement made or entered into in violation of, or without compliance with, the provisions of these Procurement Guidelines.

### 1.2- Authority of Regulations & Rules

The Procurement Guidelines discussed in the Manual have been developed in conformance with the standards and limitations established by Federal and State law, and CNYRTA rules, regulations and policies as follows:

**The applicable Federal laws, regulations, agreements, and guidelines affecting the procurement practices of CNYRTA are as follows:**

1. FTA Master Agreement
2. 2 CFR Part 200
3. FTA Circular 4220, Third Party Contracting Guideline (most current version)
4. Participation by Disadvantaged Business in Department of Transportation Programs, 49 CFR Part 26
5. FTA Best Practices Manual

**The applicable State laws, regulations and agreements affecting the procurement practices of CNYRTA are as follows:**

1. NYS Public Authorities Law
2. NYS Finance Law
3. NYS Economic Development Law
4. NY Public Officers Law
5. NYS Executive Orders

NOTE: Where applicable Federal, state or local laws, ordinances, codes, rules or regulations contain requirements that are in conflict with, or that impose greater obligations upon CNYRTA than these Procurement Guidelines, those requirements shall take precedence over those contained herein. CNYRTA shall not be precluded from adopting additional requirements for particular contracts relating to the matters covered by these Guidelines.

### **1.3- Definitions**

**ADVERTISEMENT:** The publication of a Notice of Procurement Opportunity in the New York State Contract Reporter, newspapers in general circulation of the counties served by CNYRTA, minority-focused publications and on the CNYRTA e-procurement website.

**APPROVED EQUAL:** An item or service which has been approved by CNYRTA as equal to the brand name item originally specified.

**BEST VALUE:** A selection process in which proposals contain both price and qualitative components, and the award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine {or derive} the offer deemed most advantageous and of the greatest value to CNYRTA.

**BRAND NAME:** A name of a product or service that is limited to the product or service produced or controlled by one private entity or by a closed group of private entities. Brand names may include trademarks, manufacturer names, or model names or numbers that are associated with only one manufacturer.

**COMMODITIES:** Standard articles of commerce in the form of material goods, supplies, products or similar items. Commodities do not include technology.

**CONSTRUCTION:** The supervision, inspection and building of, and all expenses incidental to the acquisition, construction, repair, painting or reconstruction of, facilities and equipment for use by CNYRTA.

**CONTRACT OR PROCUREMENT CONTRACTS:** As defined by the Federal Acquisition Regulation: a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. Contracts would include bilateral instruments, awards and notices of awards; job orders or task assignment letters issued under basic ordering agreements; letter contracts, orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. The parties to a contract must possess the legal capacity to enter into the contract, and they must assent to the terms of the contract.

**CONTRACT ADMINISTRATOR:** This individual will be the primary contact with the contractor and shall establish frequent and direct communications with the Contractor. This is the only individual who, with proper consents and documentation, can authorize changes to the contract. In most cases, this individual will be the staff member who led the procurement process for the project. If a cost reimbursement or progress payment form of contract is used, the

Contract Administrator shall monitor the contractor's progress to ensure that the maximum allowable contract amount is not exceeded and that funds are not paid to the contractor in an amount greater than either the percentage of work completed, or actual costs incurred.

**CONTRACTOR:** Any person, partnership, private corporation or association selling materials, equipment or supplies, or leasing property or equipment, to CNYRTA. Constructing, reconstructing, rehabilitating or repairing buildings or other improvements for or on behalf of CNYRTA. Rendering or providing services to CNYRTA pursuant to a Contract.

**COST REIMBURSEMENT (CR) TYPE CONTRACT:** A general compensation arrangement which requires CNYRTA to pay the Consultant a fixed fee plus all allowable actual costs (as established by predetermined cost principles and rates) provided such costs and fees do not exceed the final negotiated contract price, as incurred by the Consultant in performing the "agreed to" Scope of Work. This type of contract is appropriate for qualifications-based procurements and negotiated procurements based on a Scope of Services rather than detailed specifications.

**DESIGN-BID-BUILD:** The project delivery approach where the grantee commissions an architect or engineer to prepare drawings and specifications under a design services contract, and separately contracts for at-risk construction, by engaging the services of a contractor through sealed bidding or competitive negotiations.

**DESIGN-BUILD:** A system of contracting under which one entity performs both architectural/engineering and construction under one contract.

**DESIGN SPECIFICATIONS:** Specifications based on the design of a product or service. Typical design specifications may include dimensions, materials used, commonly and competitively available components, and non-proprietary methods of manufacturing.

**DIRECTOR OF PROCUREMENT:** Individual who has responsibility for the overall conduct of the procurement. This individual is responsible for ensuring compliance with applicable CNYRTA Guidelines and governmental regulations in the procurements under his/her purview.

**DISADVANTAGED BUSINESS ENTERPRISE:** A small business concern as defined by 49 CFR 26 and has been certified as such by the UCP.

**EMERGENCY PROCUREMENT:** The procurement of goods or services under circumstances where a delay in procurement may result in danger to employees or the public, damage to CNYRTA facilities or equipment, or an impediment, delay or danger to the business operations of CNYRTA.

**FEDERAL TRANSIT ADMINISTRATION:** FTA is one of eleven modal administrations within the U.S. Department of Transportation. The Federal government, through the FTA, provides financial assistance to develop new transit systems and improve, maintain, and operate existing systems. FTA oversees thousands of grants to hundreds of state and local public transit providers. These grantees are responsible for managing their programs in accordance with Federal requirements, and FTA is responsible for ensuring that grantees follow Federal mandates along with statutory and administrative requirements.

**FIRM-FIXED-PRICE TYPE CONTRACT (FFP):** A general compensation arrangement which places the risk of performance for a lump sum on the contractor, regardless of the actual costs incurred by the contractor. The only allowable adjustments to the lump sum contract price are those arising from authorized changes in scope of services or changes in specifications. This type of contract is appropriate for acquiring commercial items, or for supplies or services which can be clearly defined



with either performance/functional specifications or design specifications where there are no substantial uncertainties relating to cost, performance, or schedule. This type of contract may only be used in sealed bidding procurements.

**FORMAL BIDDING:** Bidding involving public advertising, sealed bids or RFP, and is required for procurements of goods or services in an amount of \$25,000 or more, except as otherwise provided herein.

**GENERAL SERVICES:** Those services provided by an individual or business which are not considered professional or construction.

**GENERAL SERVICES ADMINISTRATION:** GSA is one of three central management agencies in the federal government. GSA supports Federal employees wherever they work-in an office building, a warehouse, a national forest, or a government car. GSA provides workspace, security, furniture, equipment, supplies, tools, computers, and telephones. GSA also provides travel and transportation services, manages the federal motor vehicle fleet, oversees telecommuting centers and federal childcare centers, preserves historic buildings, manages a fine arts program, and develops, advocates, and evaluates government-wide policy.

**INDEPENDENT COST ESTIMATE (ICE):** Such estimates may be obtained from published competitive prices, results of previous competitive procurements, including some type of price escalation percentage, or price quotes from manufacturers.

**INFORMAL BIDDING:** Bidding without public advertising but within formal procedures, which may include, without limitation, written, telephonic or electronic bidding.

**INVITATION FOR BIDS (IFB):** CNYRTA request for sealed bids setting forth the detailed specifications for the work to be performed.

**MAINTENANCE BOND:** An instrument of security furnished by the contractor and his/her surety for the maintenance of the work after completion, in accordance with the contract documents.

**MICRO-PURCHASE:** Purchases under \$2,500. Purchases below this threshold may be made without obtaining competitive quotations if the CNYRTA determines that the price is fair and reasonable. Such purchases are exempt from Buy America requirements. There should be equitable distribution among qualified suppliers (in the local area) and no splitting of procurements to avoid competition.

**MINORITY BUSINESS ENTERPRISE (MBE):** Any business enterprise which is at least fifty-one percent (51%) owned by, or in the case of a publicly owned business, at least fifty-one percent (51%) of the capital stock of which is owned by citizens or permanent resident aliens who are minority persons, and such ownership interest is real, substantial and continuing. Minority ownership must have and exercise the authority to independently control the business decisions of the entity. The enterprise must also be authorized to do business in New York State, be independently owned and operated, and not be dominant in its field. For the purposes of these guidelines "minority person" shall refer to persons as are defined in Section 2879(3) of the Public Authorities Law.

**NEW YORK STATE CONTRACT REPORTER:** A publication of procurement opportunities printed for the New York State Economic Development Bureau pursuant to the New York State Economic Development Law.

**OFFER:** A promise to provide goods or services according to specified terms and conditions in exchange for material compensation.

**OGS BID CONTRACTS:** Purchase prices established for various items which have been competitively bid by the New York State Office of General Services (the "OGS"), and which may be used by CNYRTA and its subsidiaries to make procurements for goods/services provided FTA requirements are included in the contract (if Federal Funds are used for the procurement.)

**ORGANIZATIONAL CONFLICT OF INTEREST:** Because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to CNYRTA; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage.

**PERFORMANCE BOND:** An instrument of security furnished by the contractor and his surety for the performance of the work in accordance with the contract documents.

**PERFORMANCE SPECIFICATIONS:** Specifications based on the function and performance of a product or service under specified conditions, preferably conditions that can be reproduced for testing purposes. Performance specifications may include useful life, reliability in terms of average intervals between failure and capacity.

**PIGGYBACKING:** An assignment of existing contract rights to purchase supplies, equipment, or services.

**PREFERRED SOURCE:** A vendor or contractor that has been accorded with preferential status by the State of New York, including the Department of Correctional Services, qualified charitable nonprofit-making agencies for the blind, mentally ill, severely disabled or veterans certified as such.

**PROCUREMENT:** The acquisition by the Authority of products, services, or public works by purchase process and policy as outlined in this manual, excepting:

1. The purchase of periodicals, reference materials, treatises, or professional research tools
2. The payment of fees or tuition associated with continuing education courses, training courses, conferences, seminars, and symposiums
3. Expenditures governed by the CNYRTA "Travel Policy and Guidelines"
4. The purchase of advertising space or advertising time in any medium
5. Expenditures associated with internal or public meetings

**PROCUREMENT ANALYST/SENIOR PROCUREMENT ANALYST:** The individual(s) at CNYRTA responsible for purchasing general operating goods and services as well as preparing Invitations for Bids or Requests for Proposals for CNYRTA procurement contracts.

**PROCUREMENT MANAGER:** Individual who has responsibility for the day-to-day functions of the department. This individual is responsible for ensuring compliance with applicable CNYRTA Guidelines and governmental regulations in the procurements under his/her purview.

**PROFESSIONAL SERVICES:** Services of a professional nature, including without limitation, accounting, legal, medical, occupational, architectural, engineering, consulting, advertising, marketing and planning.

**PROFESSIONAL SERVICES CONTRACT:** Any written agreement to provide a service, including but not limited to legal, accounting, management consulting, investment banking, planning, training, statistical, research, public relations, marketing, advertising, architectural, engineering, surveying or other personal services of a consulting, professional or technical nature, for a fee, commission or other compensation, by a person or persons who are not providing such services as officers or employees of a state agency or public corporation.

**PROFESSIONAL SERVICES CONTRACTOR:** Any person, firm or corporation performing a Professional Services Contract for CNYRTA.

**PROJECT MANAGER:** The individual(s) at CNYRTA responsible for preparing project-based specifications for CNYRTA procurement contracts. The individual(s) also acts as the liaison between the procurement department and requesting department.

**PROMPT PAYMENT:** Payment of a debt due and owing by CNYRTA before interest accrues thereon pursuant to a statement adopted in accordance with these Guidelines.

**PROPER INVOICE:** A written request for a Contract payment that is submitted by a Contractor setting forth the description, price and quantity of goods or services delivered or rendered in such form and supported by such other substantiating documentation as CNYRTA may reasonably require.

**PUBLIC WORK:** The construction, demolition, repair, rehabilitation, removal, restoration or maintenance of any building, roadway, structure, fixture, facility, improvement or property owned by or leased to CNYRTA.

**RECEIPT OF AN INVOICE:**

1. The date on which a proper invoice is actually received in the designated payment office; or
2. The date on which CNYRTA receives the purchased goods or services covered by the proper invoice, whichever is later.

**RESPONSIBLE:** A potential contractor is considered responsible if it can demonstrate that it has the ability to perform successfully under the terms of the proposed Contract, taking into account the offeror's technical and financial capability. Responsibility refers to the ability of the contractor to deliver the requested items/services.

**RESPONSIVE:** A bid which complies, in all material respects, with the terms of the solicitation and is completed, executed, and submitted in accordance with the instructions set forth in the solicitation. Responsiveness refers to the integrity of the submitted bids and the bid process.

**SEALED BIDDING:** A competitive procurement method under which a contract is awarded to the lowest price, responsive bid, offered by a responsible bidder.

**SERVICE-DISABLED VETERAN OWNED BUSINESS:** A New York State small business, at least 51% owned by one or more service-disabled veterans, with a service-connected disability rating of 10% or more from the U.S. Department of Veterans Affairs (or from the New York State Division of Veterans' Affairs for National Guard veterans).

**SERVICES:** A professional, consulting, technical, or other service, including but not limited to, legal, testing, accounting, bookkeeping, secretarial, management consulting, audit, investment banking, planning, training, statistical research, insurance, advertising, public relations, architectural, engineering, appraisal, janitorial, surveying, housekeeping, and waste disposal, performed for a fee, commission or other compensation.

**SINGLE BID:** Two or more competitive bids are solicited and only one bid is received. A single bid is a subcategory of "Sole Source."

**SMALL PROCUREMENT INFORMAL BIDDING:** A small procurement method of procuring goods or services under \$25,000, based upon competitive selection; quotes are requested and received via fax or regular/electronic mail.

**SOLE SOURCE:** The goods or services to be procured are available from only one responsible source; or no other goods or services will satisfy CNYRTA requirements; or prior state, federal or Board approval has been granted.

**SOLICITATION:** A purchasing entity's request for offers, including a telephone request for price quotations, an invitation for bids, or a request for proposals.

**SURETY BOND:** Refers to an agreement between a transit industry contractor or supplier and a surety bond writer that guarantees a contract obligation with a transit property. Typically, transit agencies require bonds that cover 100% of the value of a contract. If a contractor defaults on a contract or faces financial difficulties, the surety bond underwriter will owe the transit agency the full amount of the contract.

**TAG-ON:** The addition of work (supplies, equipment or services) that is beyond the scope of the original contract that amounts to a cardinal change as generally interpreted in Federal practice by the various Boards of Contract Appeals. "In scope" changes are not tag-ons.

**TIME AND MATERIAL (T&M) TYPE CONTRACT:** A general compensation arrangement which provides for a fixed rate including Overhead and Profit, and material paid for at cost, plus handling charges. This type of contract is permitted only:

1. After a determination that no other compensation arrangement is suitable;
2. The contract or purchase order contains a price ceiling that the contractor exceeds at its own risk, and
3. All labor and equipment rates (including overhead and profit) are predetermined and set forth in the contract and materials are to be paid for at cost.

**WOMEN-OWNED BUSINESS ENTERPRISE (WBE):** Any business enterprise which is at least fifty-one percent (51%) owned by, or in the case of a publicly-owned business, at least fifty-one percent (51 %) of the capital stock of which is owned by citizens or permanent resident aliens who are women, regardless of race or ethnicity, and such ownership interest is real, substantial and continuing. Women business owners must have and exercise the authority to independently control the business decisions of the entity. The enterprise must also be authorized to do business in New York State, be independently owned and operated, and not be dominant in its field.

## 1.4- Protest Procedures

The policy and procedure for the administrative resolution of protests is set forth herein. The Federal Transit Administration (FTA) Third Party Contracting Circular addresses protests where federal funds are involved. FTA will only review protests regarding matters that are primarily of Federal concern. Failure to maintain strict compliance with these procedures as set forth herein will result in automatic disqualification of the protest.

### **Submittal Procedures:**

1. An interested party wishing to file a protest shall send a written submission to CNYRTA's Vice President of Finance (VP) by email at [protest@centro.org](mailto:protest@centro.org). A PDF copy of the protest and supporting documents shall be included in the email.
2. The protest shall include, at a minimum:
  - a. The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
  - b. Identity of the contact person for the protesting party, including name, title, address, telephone, and email address. CNYRTA will send all documents and notices concerning the protest, including the decision on the protest to the email address provided by the protesting party. The protesting party shall be deemed to have received such documents and notices when CNYRTA sends them to the email address provided;

- c. Identification of the Contract title and Contract number in the IFB/RFP Document;
- d. A description of the nature of the protest, referencing the portion(s) of the solicitation involved. The protesting party shall include all supporting facts, documents and data with the protest;
- e. Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based, including specific citations and description of how the law, regulation or governance was violated;
- f. A statement of the specific relief requested; and
- g. A notarized affirmation by the protestor (if an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

**Protest of the Solicitation Process:**

1. A protest of the solicitation process is a protest related to the technical scope or specification, terms, conditions, or form of a solicitation or process relating thereto.
2. This type of protest shall be filed no later than five (5) calendar days prior to the submission deadline set in the solicitation document or five (5) calendar days after the interested party receives the solicitation document from the Procurement Officer, whichever occurs first. If an interested party obtains the solicitation document from the Procurement Officer within five (5) days of the submission deadline in the solicitation document, the interested party shall submit a protest of the solicitation process within forty-eight (48) hours of receipt of the solicitation document from the Procurement Officer or forty-eight (48) hours prior to the submission deadline identified in the solicitation document, whichever occurs first. If an interested party obtains the solicitation document from the Procurement Officer less than forty-eight (48) hours prior to the submission deadline identified in the solicitation document, the interested party shall be deemed to have waived their right to file a protest of the solicitation process.
3. For protests of the solicitation process, the VP may choose to extend the solicitation process if such extension is necessary to afford an adequate opportunity to render a full and accurate determination on the protest.
4. A written decision on protests of this type shall be provided to all interested parties prior to the submission deadline set in the solicitation document.
5. Should the protest be upheld in whole or in substantial part, the VP shall issue instructions to remedy issues relating to the protest, which may include:
  - a. Amending the solicitation to correct the document or process accordingly and extend the deadline;
  - b. Cancel the solicitation in its entirety.

**Protest of the Evaluation Process:**

1. All interested parties must formally submit a written protest to the VP no later than five (5) business days after notification of non-award.
2. Any proposer may protest the evaluation process on one or more of the following grounds:
  - a. The recommended awardee does not meet the requirements of the solicitation;
  - b. The bid or proposal recommended for acceptance does not meet the criteria of the solicitation or award;
  - c. The interested party objects to CNYRTA declaring their response to the solicitation document non-responsive or CNYRTA declaring them non-responsible;
  - d. The evaluation process conducted by CNYRTA is improper, illegal, or the decision to recommend award is arbitrary and capricious.

**Processing of Protests:**

1. The VP shall notify all interested parties of the receipt of a protest, the type of protest, and nature of the protest within a reasonable time of the filing.

2. If the solicitation document contemplates using federal funds to pay for the resulting deliverables, in whole or in part, the appropriate personnel shall notify the regional office of the Federal Transit Administration (FTA) of the filing of a protest and keep them informed of its status.
3. In determining a protest, the VP shall be authorized to take appropriate measure, which in their discretion would ensure compliance with the provisions and purposes of the procurement manual.

**Evaluation of Protests:**

1. The VP may decide a protest solely upon the written submission provided by the protesting party. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the VP. Failure to submit information requested by the VP in the time allotted shall result in a denial of the protest. The VP may offer the protesting party the opportunity to discuss the matter in person or telephonically.
2. The VP shall render a decision of all protests within ten (10) business days after receipt of a protest and shall render one of the following determinations:
  - a. Protest is overruled;
  - b. Protest is substantiated. In such cases, the VP shall issue instructions to remedy issues relating to the protest; or
  - c. Procurement activity is suspended until further written notification by the VP.
3. The decision shall be in writing, shall provide, at a minimum, a general response to each material issue raised in the protest and shall be signed by the VP. The decision shall be sent to the protesting party at the email address provided with the protest.
4. A notice of the decision shall be provided to all interested parties.
5. The VP's decision is the Authority's final determination of the dispute.
6. The protesting party may file an appeal of the VP's decision pursuant to Federal law or FTA rules. In accordance with Federal law, review of protests by the FTA may be requested only after exhaustion of all administrative remedies with CNYRTA and are limited to the following:
  - a. Violations of Federal law or regulation; and/or
  - b. Violations of CNYRTA's protest procedures for failure to review a complaint or protest in accordance therewith.
7. Protesting party shall provide a copy of the protest to CNYRTA simultaneously with its submission to FTA.

**Record of Protest:**

1. The Procurement Officer shall retain all documents pertaining to the protest in the procurement record. The procurement protest file shall include reasonable and adequate documentation of the protest and outcome of the protest.
2. The protest file shall include the following:
  - a. The protest, including supporting documentation; and
  - b. Record of determination of protest timeliness.



## Part II- General Guidelines

### 2.1- Procurement Code of Conduct

The officers, employees, agents, and Board Members of the Central New York Regional Transportation Authority and its subsidiaries (individually and cumulatively referred to hereinafter as "CNYRTA") shall adhere to the following code of conduct governing their performance in connection with all aspects of the procurement process, including without limitation CNYRTA's use, awarding, monitoring and reporting of procurement contracts:

1. Consider the interests of CNYRTA first;
2. Give all bidders equal consideration and assurance of unbiased judgment in determining whether their proposed product(s) or service(s) meet the desired specifications;
3. Accord a prompt and courteous reception to all who call on legitimate CNYRTA business;
4. Never discriminate by dispensing special favors or privileges to anyone, whether or not for remuneration;
5. Never accept favors or benefits under circumstances, which might be construed by reasonable person as influencing the performance of CNYRTA duties.
6. Make no statements or private promises of any kind that another party might construe as being binding on CNYRTA and always made clear in your discussions that you have no individual authority to obligate CNYRTA in any way;
7. Engage in no business with CNYRTA, either directly or indirectly, which is inconsistent with the conscientious performance of CNYRTA duties or in conflict with CNYRTA's written policies;
8. Maintain the confidentiality of all information that pertains to CNYRTA except to the extent you have been specifically authorized to make the information public or are required to do so by a court or regulatory authority with jurisdiction; and
9. Never use any information obtained confidentially in the performance of CNYRTA duties as a means for making private profit; and
10. While an employee, officer, agent, servant or Board Member of CNYRTA and for a period of one (1) year following such tenure, do not participate in or maintain, and assure that none of your immediate family members participates in or maintains, any interest, direct or indirect, in CNYRTA work, or in the selection, award, or administration of CNYRTA contracts, or the proceeds thereof except to the extent such interest has been fully disclosed to and approved by the Board. Such a conflict of interest is defined to be when any of the following has a financial or other interest in a firm that has submitted a bid or a proposal or has been selected for award of a contract:
  - a. The employee, officer, agent, or Board Member;
  - b. Any member of his/her immediate family,
  - c. His or her partner,
  - d. An organization that employs, or is about to employ, any of the above.

If you have a question about whether a conflict of interest exists, bring the situation to the attention of your supervisor.

11. The Authority's officers, employees, agents, or Board Members will not solicit, accept, or receive gifts, gratuities, favors, or anything of any monetary value, from contractors, potential contractors, or parties to sub agreements, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence or reward the recipient in the performance of his/her official duties or was intended as a reward for any official action on his/her part. The Authority's officers, employees, agents, and Board Members will not solicit, accept, or receive from contractors, potential contractors, parties to sub-agreements, or anyone else gifts, gratuities, or favors, whether in the form of money, service, loan, travel, entertainment, hospitality, thing, promise, or in any other form having a wholesale monetary value: (i) greater than fifteen dollars (\$15.00) under any circumstances or (ii) equal to or less than fifteen dollars (\$15.00) under circumstances in which it could reasonably be inferred

that the gift was intended to influence or reward or influence the recipient in the performance of his/her official duties or was intended as a reward for any action pertaining to the Authority.

12. **Violations:** In addition to any penalty contained in any other provision of law any such commissioner, officer, or employee who knowingly and intentionally violates any of the provisions of this section may be subject to disciplinary action, suspended, or removed from office or employment in the manner provided by contract, law, or established employment policies.

Every CNYRTA officer, employee, agent, and Board Member involved in the award or administration of contracts shall be given a copy of these Written Standards of Conduct and will be required to sign a statement that they are familiar with, and will abide by, these standards.

## 2.2- Procurement Thresholds of Authorization

Delegation of Authority for Approval of Purchase Requisitions, Purchase Orders, Contracts, Contract Modifications, and/or Supplemental Agreements - The Board of Members has approved the following procurement authorization thresholds:

Authorizing Personnel	Authorization Levels
Board of Members	\$100,000+ or Multiyear Contract
Chief Executive Officer/ Deputy Chief Executive Officer	\$10,000+
VP of Operations	\$10,000
VP of Fleet Maintenance & Facilities	\$10,000
VP of Finance	\$10,000
VP Business Development & Corporate Communications	\$10,000
VP of Human Resources	\$10,000
VP of IT	\$10,000
Director of Operations	\$5,000
Director of Facilities	\$5,000
Inventory Manager / Assistant Inventory Manager	\$5,000
Director of Fleet Maintenance	\$5,000
Director of Human Resources	\$5,000
Director of Marketing & Communications	\$5,000
Facilities Manager	\$2,500
Operations Manager	\$2,500
Manager of Fleet Maintenance	\$2,500
Human Resources Manager	\$2,500
Manager of Specialized Transportation & Systems Analyst	\$2,500
Manager of Subsidiary Operations	\$2,500
Senior Manager of Cortland	\$2,500
Storeroom Supervisor	\$2,500

**Approval of Purchase Requisitions:** Purchase Requisitions are a request for material, supplies, equipment, or services that are submitted by a department and approved by the appropriate authorizing personnel. Authority to approve requisitions over \$10,000 may only be approved by the Chief Executive Officer or Deputy Chief Executive Officer. All purchase requisitions must be submitted to the Procurement Department.



## 2.3- General Procurement Guidelines

**CONTRACT ADMINISTRATION PROCESS:** CNYRTA maintains a Contract Administration process (See [Part IV](#)) to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts, including purchase order contracts.

**BOARD APPROVAL:** The approval of the Board is required for all Procurement Contracts which are for the acquisition of goods or services in the **actual or estimated amount of \$100,000 or more and any contract involving services to be rendered over a period in excess of one (1) year.**

**ENSURING MOST EFFICIENT AND ECONOMIC PURCHASE:** All purchase requisitions shall be reviewed by Authorized Signatory, Director of Procurement, Procurement Manager, Senior Procurement Analyst, or Procurement Analyst to avoid purchase of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach, as well as Federal/State funding constraints.

**INTERGOVERNMENTAL PROCUREMENT AGREEMENTS:** To foster greater economy and efficiency, the CNYRTA may enter into State and local intergovernmental agreements for the procurement or use of common goods and services. The requirements and standards of this document apply equally to procurements entered into under such agreements.

**USE OF NYSOGS and GSA CONTRACT PRICES and EXCESS OR SURPLUS FEDERAL PROPERTY:** If allowed, the CNYRTA may utilize either NYS Office of General Services (OGS) or the Federal General Services Administration (GSA) schedules for the procurement of particular goods and services. The NYS OGS, the Federal General Services Administration contract prices, and County contract prices are deemed competitive prices.

If allowed, contracts may be awarded based on the state, federal, or county contract price without additional competitive procedures. If the contract price available through the state, federal, or county price lists is lower than the lowest bid price after sealed bidding, formal bidding, or informal bidding, the bids shall be rejected and a contract awarded based upon the state, federal, or county contract price. If these sources are used, proper documentation shall be attached to the purchase order to ensure that an adequate and detailed procurement record exists.

If the Director of Procurement, Procurement Manager, Senior Procurement Analyst, or Procurement Analyst determines that the OGS Bid Contract price is not the lowest available, or if purchase under an OGS Bid Contract would result in an inordinate delay in delivery, then the regular bidding process provided in these Guidelines shall be used, and a contract awarded to the lowest responsive and responsible bidder.

If allowed, the CNYRTA may use Federal excess and surplus property in lieu of purchasing new equipment and property, whenever such use is considered preferable and reduces project costs.

**AWARDS TO RESPONSIBLE CONTRACTORS:** CNYRTA shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. In making a responsible contractor determination, consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. **Responsibility** differs from responsiveness in that responsibility generally applies to the offeror. Responsive applies to the bid submission and its conformance with the specifications or requirements of the solicitation document. See [Part III](#) for detailed procedures on contractor selection.

**WRITTEN RECORD OF PROCUREMENT HISTORY:** CNYRTA shall maintain proper records detailing the history of all procurements. A properly documented procurement file should be a complete record of procurement actions and should fully support the successful contractor's bid price. It provides a complete background as a basis for informed decisions at each step in the acquisition process. A well-documented file also supports actions taken, provides information for reviews and investigations, and furnishes essential facts in the event of litigation or legislative inquiries. If the procurement action is the result of a contract amendment or exercise of an option, sufficient data should be included to fully support the basis for the price and procurement action.

**USE OF TIME AND MATERIALS TYPE CONTRACTS:** As required in FTA Circular 4220 (most current version), CNYRTA shall use time and material type contracts only:

1. After a determination that **no other type of contract is suitable**, and
2. If the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

**SETTLEMENT OF CONTRACT ISSUES/DISPUTES:** In accordance with good administrative practice and sound business judgment, CNYRTA will be responsible for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve CNYRTA of any contractual responsibility under its contracts. Violations of the law will be referred to the local, State, or Federal authority having proper jurisdiction.

**CONTRACT PERIOD OF PERFORMANCE:** CNYRTA shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options.

All other types of contracts (supply, service, leases of real property, revenue and construction, etcetera) should be based on sound business judgment. CNYRTA will be judicious in establishing and extending contract terms no longer than minimally necessary to accomplish the purpose of the contract. Additional factors to be considered include competition, pricing, fairness and public perception. Once a contract has been awarded, an extension of the contract term length that amounts to an out-of-scope change will require a sole source justification.

**INDEPENDENT COST ESTIMATES:** CNYRTA shall perform an independent cost estimate for every procurement including contract modifications, *before* receiving bids or proposals. An independent cost estimate is an estimate of the proper price level or the value of the supplies or services to be purchased. This estimate can be used in determining the reasonableness of the actual price offered. For procurements using Federal funds, this cost estimate shall be the estimated cost contained in the most recent version of the local Transportation Improvement Program (TIP).

In some cases, obtaining cost estimates may be difficult or may lie outside the competence of agency personnel. In the case of construction projects, a design firm may already be under contract and may perform this service.

Equipment estimates can often be prepared from published price lists or from past competitive procurements updated with inflation factors. In the case of specialized equipment, care must be taken that the source of the estimates is not disproportionately obtained from one supplier.

Professional services often range widely in both price and quality. It may be worth obtaining a professional cost estimate from a firm not interested in the final procurement. In the case of facility design services, industry standards to estimate design as a percentage of construction are available. Other transit authorities are also a valuable source of cost estimating information if they have undertaken similar projects.

**CONTRACT COST AND PRICE ANALYSIS:** A cost or price analysis is a determination that the cost or price offered by a contractor is reasonable, given current market conditions. The purpose of cost or price analysis is to ensure that CNYRTA does not pay unreasonably high prices. A cost or price analysis must be performed in connection with every

procurement, including contract modifications. The method and degree of analysis is dependent on facts surrounding the particular procurement situation. Prices that are unreasonably low can also be detrimental to good procurement if they prove to be an indication that the offeror has made a mistake or misunderstood the work to be performed. All procurement files shall contain minimum documentation that the offered price is fair and reasonable.

**Cost Analysis:** A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated cost of the services offered (e.g., under professional consulting and architectural and engineering services contracts). The cost analysis must verify the proposed cost data, the projections of the data, and must evaluate each specific element of costs and profit. The cost analysis shall include an evaluation of labor and other direct costs, overhead rates, G&A rates, and the profit factor.

A cost analysis will be necessary when *adequate price competition is lacking* and for *sole source* procurements, including contract modifications to change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

**Price Analysis:** A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price. CNYRTA will determine which of the following price analysis techniques is appropriate for each procurement:

1. Comparison of proposed prices received in response to the solicitation,
2. Comparison of all prices received for recent (within last 12 months) prior procurement actions for the same or similar items. Prior price comparison may be affected by:
  - a. Changes in economic conditions between the times of the two procurements,
  - b. Differences in quantities, and
  - c. Inclusion of non-recurring cost in the prices. To make a fair comparison, nonrecurring costs can be removed from both prices.
3. Comparison with competitive published price lists, published market price of commodities, similar indexes, and discount or rebate arrangements, and
4. Comparison of proposed prices with the cost estimates performed prior to the solicitation, although this alone is seldom adequate to warrant a determination that the price is reasonable.

Cost analysis differs from price analysis in that it focuses on the reasonableness of the *estimated costs of performance*, *not on the reasonableness of the price*. Cost analysis entails reviewing each element of cost (e.g., labor, overhead rates, and a profit factor) to determine whether the offeror's estimate contains an accurate and reasonable prediction of the cost incurred during performance. The contract price is figured by adding a rate of profit that is determined to be fair. All reasonable costs of performance can be considered. Price analysis involves examining and evaluating a proposed price without evaluating its separate cost and profit elements. Price analysis is based essentially on data from the offeror that can be independently verified.

**Profit Analysis:** Profit is negotiated as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, the consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

**Federal Cost Principles:** Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with Federal Cost Principles. CNYRTA shall use Federal Cost Principles to determine allowable costs for all Federally-funded cost-reimbursement type contracts.

**Cost Plus Percentage of Cost:** The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used by CNYRTA.

**PROCUREMENTS WITH STATE AND FEDERAL FUNDS:** In all cases where procurements are made by CNYRTA with state and/or Federal funds and are conditioned upon, or subject to, laws or regulations for purchasing, CNYRTA shall observe such laws and/or regulations. This shall apply to all matters, including bidding, advertising for bids, reviewing bids, awarding contracts, monitoring awarded contracts and reporting awarded contracts.

Federal regulations permit grant applicants, such as CNYRTA, to incur project costs before receiving formal approval or grant awards. It is the practice of CNYRTA not to incur costs or entertain the award of contracts for capital projects to be funded in whole or in part with Federal aid unless Federal aid supporting the projects is dedicated in an adopted Federal budget as a formula appropriation to CNYRTA or as an earmarked appropriation to CNYRTA.

**FULL AND OPEN COMPETITION:** All procurement transactions above the micro-purchase level, as defined in P1.3 of this manual, will be conducted in a manner that provides maximum open and free competition. The following are considered to be restrictive of competition and may not be used in any solicitation:

1. **Excessive Qualifications:** Imposing unreasonable business requirements for bidders or offerors.
2. **Unnecessary Experience:** Imposing unnecessary experience requirements for bidders or offerors.
3. **Improper Prequalification:** Using prequalification procedures that conflict with the prequalification standards described in Section 2.3.
4. **Brand Name Only:** Specifying only a "brand name" product without listing its salient characteristics and not allowing "an equal" product to be offered. Brand names are among the most restrictive types of specification.
5. **Restraint of Trade:** Non-competitive practices between firms or affiliated companies.
6. **Retainer Contract:** Non-competitive awards to any person or firm on retainer contract if that award is not for the property or services specified for delivery under the retainer contract.
7. **Organizational Conflicts of Interest:** An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage.
8. **Arbitrary Action:** Taking any arbitrary action in the procurement process, such as awarding to other than the most favorable contractor is prohibited by CNYRTA.
9. **Excessive Bonding:** Imposing unreasonable restrictive bonding requirements on bidders and offerors in excess of FTA and state requirements.
10. **Improper Sole Source:** Negotiation without proper justification.

**GEOGRAPHIC PREFERENCES:** CNYRTA shall not use statutorily or administratively imposed in state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This requirement does not preempt State-licensing laws.

Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

**PREQUALIFICATION CRITERIA:** CNYRTA does not currently pre-qualify products or persons prior to solicitation. However, in the event that pre-qualification becomes necessary in the future, CNYRTA will ensure that all lists of pre-qualified persons, firms, or products that are used in acquiring goods and services are current and include no less than three (3) sources to ensure maximum full and open competition. As such, pre-qualification lists must obtain a date as to when the list was last updated and a signature of the person who updated it. CNYRTA will not use pre-qualification lists that are over one (1) year in age and do not contain at least three persons, firms, or products. Also, the CNYRTA will not preclude

potential bidders from qualifying during the solicitation period. This period is defined as the period from issuance of the solicitation to its closing date.

**WRITTEN PROCUREMENT SELECTION PROCEDURES:** The CNYRTA shall use written selection procedures for procurement transactions as follows: Solicitations shall include a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such a description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.

**FAILURE TO RESPOND TO BID SOLICITATION:** A potential bidder may be removed from a list of prospective bidders by the Director of Procurement, or designee, if the potential bidder fails to respond to a bid solicitation for similar goods or services on three (3) consecutive occasions.

**REQUESTS FOR DEVIATIONS FROM SPECIFICATIONS:** Specifications for goods and/or services shall be written clearly and concisely to minimize ambiguity and to ensure that CNYRTA receives the goods and/or services that are ideally suited for its needs. Where appropriate, provisions should be made in the specifications to allow bidders to seek deviations from the specifications. The purchaser and user should consider all such requests and approve those requests that enhance flexibility in bidding without sacrificing the quality or integrity of the goods and/or services being procured.

All requests for deviations that are submitted, accompanied by CNYRTA responses, shall be shared with all potential bidders. Such documentation shall be provided to all bidders prior to bid opening.

All requested deviations from these specifications will be responded to, in writing, in one of the following manners:

1. Approved as an equal
2. Rejected

CNYRTA will respond in writing to all requests no later than five (5) calendar days prior to bid opening. All requests, and CNYRTA responses thereto, will be furnished to all prospective bidders and become addenda to these specifications.

**WRITTEN ADDENDA:** CNYRTA reserves the right to issue clarifying information regarding the content of a procurement document should the Authority, in its sole judgment, determine it is necessary to do so.

If a request for interpretation, approved equal or clarification of specifications are submitted to the Designated Contact in writing regarding an IFB or RFP Document, the purchaser shall proceed in accordance with one or more of the following actions:

1. Requests for interpretations, approved equals, clarification of specifications shall be made only in writing. Such requests must be received by the CNYRTA no later than fifteen (15) days prior to the date scheduled for Bid opening. No such request received by the CNYRTA less than fifteen (15) days prior to the date scheduled for Bid opening will be considered without the prior written authorization of the CNYRTA Chief Executive Officer or his authorized representative.
2. Any request for an approved equal or protest of the specifications must be submitted on a copy of the form, if provided, fully supported with, if applicable, technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specifications requirement.
3. CNYRTA's reply to such request(s) will be in the form of an Addenda and, where possible, sent TEN (10) DAYS prior to the scheduled Bid opening. Such addenda, if issued, will be e-mailed to each prospective Proposing Contractor and shall become part of the contract. All Proposing Contractors shall be bound by such addenda whether or not received by them. Addenda will be on file in the procurement offices of the CNYRTA.

**WRITTEN PROTEST PROCEDURES:** The CNYRTA shall include written protest procedures in its solicitations to handle and resolve disputes relating to their procurements. The Authority shall disclose information regarding all protests to FTA. All protest decisions must be in writing. It is understood that reviews of protests by FTA will be limited to CNYRTA's failure to review a complaint or protest (Per 4220.1), failure to comply with the Protest Procedures set forth in these Procurement Guidelines or violations of the Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA.

**OPTIONS:** An option is a unilateral right in a contract by which, for a specified time, CNYRTA may elect to purchase additional equipment, supplies, or services called for by the original contract, or may elect to extend the term of the original contract. If CNYRTA elects to use options, the following requirements apply:

1. **Evaluation of Options:** The option quantities or periods contained in the contractor's bid or offer must be evaluated to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement. (To be eligible for Federal funding, options must be evaluated as part of the price evaluation of offers, or must be treated as sole source awards)
2. **Exercise of Options:** The exercise of an option must be in accordance with the terms and conditions of the option stated in the initial contract awarded. An option may not be exercised unless it is determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised. The option price must be determined to be fair and reasonable, and a written justification of this determination must be included in the procurement file.

**DISADVANTAGED BUSINESS ENTERPRISES, MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES AND SERVICE-DISABLED VETERAN OWNED BUSINESSES:** It is the desire of CNYRTA to promote and assist participation by DBEs, M/WBEs, and SDVOBs and to facilitate a fair share of the awarding of contracts thereto.

The CNYRTA will follow Article 15A of Executive Law and Parts 140-145 of the regulations of the Commissioner of the Department of Economic Development – and place the 30% mandated MWBE utilization goal on all State funded procurements.

The CNYRTA will follow NYS, Article 17B, Chapter 22 of NYS Executive Law and Parts 252 of the regulations for the Participation by Service-Disabled Veterans with Respect to State Contracts – and place the 6% mandated SDVOB utilization goal on all State funded procurements.

The Director of Procurement shall maintain a list of DBE, MWBE, and SDVOB entities certified to perform public work, supply items for purchase contracts, or perform personal or professional services of a kind and nature that may be needed by the Authority. The Procurement Department shall be responsible for referencing such lists prior to the publication of a notice of procurement opportunity or informal solicitation to determine the availability of certified DBE, MWBE, and SDVOB entities.

CNYRTA will, on a routine basis, notify all vendors, contractors, consultants, or other firms with which it does business that it will affirmatively ensure that DBEs, M/WBEs, and SDVOBs will be afforded full opportunity to submit bids, quotes, or proposals in response to CNYRTA solicitations. CNYRTA will comply with all applicable equal opportunity laws and regulations.



**PAYMENTS:**

**Advance Payments:** CNYRTA shall not participate in advance payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA. CNYRTA contracts shall not contain advance payment provisions, unless prior written concurrence is obtained from FTA.

**Progress Payments:** Progress payments may be used, provided the following requirements are followed:

1. Progress payments are made only to the contractor for costs incurred (as opposed to percent of completion) in the performance of the contract, and
2. When progress payments are used, CNYRTA must obtain adequate security (materials, work in progress, and finished goods) for which progress payments are made. Adequate security for progress payments may include taking title, irrevocable letter of credit or equivalent means to protect CNYRTA's interests in the progress payments.
3. Percent of Completion payments are used by CNYRTA in its professional services and large construction contracts.

**Final Payment:** Final payment is made to the contractor when it has satisfied all the deliverable requirements called for by all provisions of the contract, including submission of all required documentation. Final payment signifies that the performance obligations of both parties to the contract have been satisfied. Before making a final payment, the Contract Administrator or Purchaser shall obtain a signed release from the contractor releasing the Authority from any further claims by the contractor. The Contract Administrator or Purchaser shall also obtain a signed receiving and inspection report from the department head certifying that all deliverable items have been received, inspected, and accepted as being in conformance with the contract specifications.

**EMERGENCY PROCUREMENTS:** From time to time, emergency situations may arise which require that a procurement be made without following normal purchasing procedures. Emergency situations should be restricted to those times when delay in completing the procurement could result in jeopardy to persons or property. In addition, the situation leading to the emergency should be one that could not be normally anticipated. If an emergency situation occurs, it must be documented, and this documentation must be attached to the purchase order or placed in the procurement file. The procurement must be approved by the Chief Executive Officer.

Emergency procurements shall, to the extent that time permits, follow regular procurement guidelines concerning the solicitation of quotes and the approval of the procurements. Emergency procurements of goods and/or services costing \$10,000 or more must be authorized by the Chief Executive Officer of CNYRTA. A written memorandum justifying the emergency nature of the procurement shall be maintained in the procurement file. In all cases of emergency purchases, solicitations should be requested from as many potential sources as is practicable under the circumstance, if soliciting from only one source a sole source justification in writing must accompany the procurement documentation and prepare a cost /price analysis.

**PROFESSIONAL SERVICES CONTRACTS:** The following guidelines apply to the procurement of consulting or professional services such as legal, audit, planning, testing, accounting, architectural, engineering or surveying services, except to the extent that the procurement of such services are governed by State or Federal regulations.

**Responsibility:** The Chief Executive Officer of CNYRTA and/or his designee shall have the responsibility for overseeing the awarding and monitoring of Professional Services Contracts. Professional Services Contractors shall be utilized by CNYRTA for those areas in which the Board determines such services may not be reasonably provided by the staff of CNYRTA or its subsidiary corporations or by the officers or employees of another state agency or public corporation.

**Requirements Regarding the Selection of Professional Services Contractors:** To the maximum extent feasible, the selection of Professional Services Contractors shall be on a competitive basis, except that the Board may waive

competition by resolution if it is in the best interest of CNYRTA for the Board to do so. The determination to waive competition in a particular case may be based upon any of the following criteria, but is in no way limited thereto:

1. Specialized or unique skills, expertise, knowledge, qualification or experience are available from one source only;
2. Specialized facilities or equipment are available from only one source;
3. A contractor has geographical proximity to CNYRTA and such proximity is a material consideration in the award of a contract;
4. There is a lack of responsible competition, in the sole opinion of CNYRTA, among contractors capable of performing the desired services;
5. Selecting a contractor on a competitive basis would discourage innovative methods or technologies because, by way of example and not of limitation, a contractor has proprietary data, trade secret information or the like; or
6. Selection without competition is otherwise necessary to the operations of CNYRTA or any of its subsidiary corporations.

Any Professional Services Contracts involving services to be rendered over a period in excess of one (1) year shall require (1) approval of the CNYRTA Board by Resolution and (2) an annual review of the contract by the Board.

The procedures for competitive negotiation outlined in these Procurement Guidelines shall be followed in the selection of Professional Service Contractors.

**Professional Services Contracts with Former Officers or Employees of CNYRTA:** Professional Services Contracts shall not be awarded to former officers or employees of CNYRTA within two (2) years of their termination as an officer or employee of CNYRTA. This prohibition does not apply if:

1. Clear evidence exists that such a contract is in the best interest of, and is fair to, CNYRTA, and complies with Section 2879 of the *New York Public Authorities Law*, and
2. The CNYRTA Board adopts a resolution authorizing such a contract.

**Annual Report:** Within ninety (90) days of the end of its fiscal year, CNYRTA shall prepare, and the Board shall approve, a report on Professional Services Contracts, which shall include:

1. A copy of the CNYRTA Procurement Guidelines;
2. An annual report on procurement contracts as required by section 2879(7) of the Public Authorities Law
3. An annual report on procurement contracts as required by section 2879(6) of the Public Authorities Law

Such report may be a part of any other annual report that CNYRTA is required to make. The annual report shall be filed with the New York State Division of the Budget, with copies filed with the New York State Department of Audit and Control, the New York State Senate Finance Committee, the New York State Assembly Ways and Means Committee and the Department of Economic Development.

**Public Access:** CNYRTA shall make available to the public copies of its annual Public Authorities Law reports upon reasonable request thereof and in compliance with the CNYRTA Freedom of Information Law procedures.

**CONSTRUCTION CONTRACTS:** Every construction contract should include a "Changes" clause giving the grantee the unilateral right to order changes in the contract work during the course of performance, and the Contractor the duty to proceed with the work as changed upon receipt of the change order, assuming that the change is within the scope of the contract. The "Changes" clause must contain language deferring the pricing of the changed work until some later time, while obligating the Contractor to proceed with the work and resolve the issue of compensation later. Failure to reach an agreement on compensation would be a dispute to be processed according to the procedures of the *Disputes* clause of the contract.



**CONSTRUCTION PROJECTS – DESIGN-BID-BUILD METHOD:** Procurement method for construction projects requiring separate contracts for design services and for construction services.

**Design Services:** For design services, CNYRTA must use qualifications-based procurement procedures in compliance with applicable Federal and State law and regulation.

**Construction:** Depending on the estimated dollar value of the construction contract, CNYRTA must use either the sealed bid method of procurement or small purchase procedures to procure construction services.

**CONSTRUCTION PROJECTS-DESIGN BUILD METHOD:** Procurement method consisting of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that will be responsible for both the project's design and construction.

**Procurement Method Determined by Value:** Because both design and construction are included in a single procurement, CNYRTA must use the procurement method appropriate for the services having the greatest cost for the entire procurement, even though other necessary services would not typically be procured by that method. If construction costs are predominant then CNYRTA must use the sealed bid method of procurement to select the contractor. If design costs are predominant then CNYRTA must use qualifications-based procurement procedures to select the contractor.

**Selection Processes:** CNYRTA may structure the design-build procurement using a single step or two-step method.

**BONDING REQUIREMENTS:** To ensure the adequate and expeditious provision of goods, equipment and/or services procured by CNYRTA, bid or performance bonds may be required where appropriate, or as stipulated by state or Federal law. Final payment, however, will be withheld from a vendor until the department head requesting the procurement certifies as to the successful and total completion of the goods, equipment and/or services procured.

**Bid Guarantee:**

1. All construction exceeding the simplified acquisition threshold shall require bid security equal to five percent (5%) of the bid price. The Bid Guarantee shall consist of a firm commitment that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time period specified. Bid guarantee may be in the form of a bid bond, certified check or other guaranteed negotiable instrument, or letter of credit in a form acceptable to CNYRTA.
2. The bid security of the successful bidder will be retained until execution of the Contract. Bid security of the unsuccessful bidders will be returned upon execution of the Contract with the successful bidder, but in no event in excess of 60 calendar days after the bid date.
3. In the event of neglect or refusal on the part of the successful bidder to execute the Contract and furnish the performance security and evidence of insurances within ten (10) days after written notification of the award of the Contract, the entire bid security shall be forfeited to and retained by CNYRTA as liquidated damages for such neglect or refusal.

**Performance Bond:**

1. All construction contracts exceeding the simplified acquisition threshold shall require a performance bond or certified check or other guaranteed negotiable instrument or letter of credit for 100 percent (100 %) of the contract price in a form acceptable to CNYRTA guaranteeing the contractor's faithful performance of all terms under such contract.
2. Performance security is not mandated for product contracts.

3. In instances where a performance bond is offered, the bond shall be in the amount of the Contract and issued by a duly incorporated entity authorized to guarantee the faithful performance of Contracts and to do business in the State of New York as a surety.

**Letter of Credit:**

1. A letter of credit used as bid or performance security must:
  - a. Be an irrevocable letter of credit issued by a bank or financial institution of B-rating or better,
  - b. Be signed by an authorized representative of the issuing institution,
  - c. Name CNYRTA as beneficiary, and
  - d. Be in a form otherwise acceptable to CNYRTA. The letter of credit must state that an amount representing at least ten percent (10%) of the bid price is available to be drawn on, unconditionally, by CNYRTA under the expressed terms and conditions. These terms and conditions, including the location at which CNYRTA can draw the funds, an effective date and an expiration date, should be clearly stated in the letter of credit.

**Labor and Material Payment Bonds:**

1. All construction contracts, regardless of amount, shall require labor and material payment bonds. Payment bonds are executed in connection with contracts to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Minimum payment bond amounts required from contractors are as follows:
  - a. 50% of contract price, for contracts of \$1 million or less;
  - b. 40 % of the contract price if the contract price is more than \$1 million, but less than \$5 million,
  - c. \$2.5 million if the contract price is more than \$5 million.

**Maintenance Bonds:**

1. All construction (Public Work) contracts, in excess of \$25,000 shall require, at a minimum, a one (1) year maintenance bond, which period shall commence as of the date of final acceptance. The maintenance bond shall be in the full amount of the Contract.

**Waiver:**

1. Bid and maintenance bond requirements may be waived prior to the bid date by the Chief Executive Officer or his designee for cause. In instances where such bonds are not required, payment shall be withheld until full and complete performance has been accomplished under the terms of the contract.
2. Performance and security and labor and material payment bonds may be waived by the Chief Executive Officer or his designee, prior to the bid date, in accordance with State Finance Law 3 137(1), provided that the aggregate amount of the Contract is under \$15,000 and that CNYRTA retains twenty percent (20%) from each progress payment or estimate until the entire contract work has been completed and accepted, at which time the Chief Executive Officer or his designee may authorize, pending the payment of the final estimate, the release of up to seventy-five percent (75 %) of the retained percentage.

**INSURANCE:** Each contractor/vendor shall maintain the appropriate kinds and limits of insurance as imposed by law or the contract with respect to all work and operations performed under the contract by the Contractor/Vendor and each of their subcontractors. Additionally, CNYRTA will request its Insurance Consultant to review insurance limits on a contract-by-contract basis.

**PROMPT PAYMENT PROCEDURES:** In accordance with Section 2880 of the New York Public Authorities Law, CNYRTA has developed the following rules and regulations detailing its prompt payment policy:

**Requesting Payment:** The Contractor may submit an invoice for goods and/or services only after properly completing an appropriately executed Purchase Order and providing the goods and/or services contracted for.

A proper invoice submitted by the Contractor shall be required to initiate any payment, except where the Contract provides that the Contractor will be paid at predetermined intervals.

**Schedule for Making Payment:** CNYRTA will make payment on the properly submitted invoice within thirty (30) days of receipt of a complete and proper invoice.

Interest will be paid when prompt payment is not made; interest will accrue to the Contractor at the same rate as the rate CNYRTA is receiving on its investable funds. Interest will be paid from the mortgage tax revenues received by CNYRTA on a monthly basis.

**Conditions Which Justify an Extension of the Payment Date:** In the opinion of CNYRTA, the following conditions may reasonably justify extension of the date by which Contract payment must be made:

1. When, in accordance with specific statutory or Contractual provisions, payment must be preceded by an inspection period or by an audit to determine the resources applied or used by a Contractor in fulfilling the terms of the Contract;
2. When the necessary governmental appropriation required authorizing payment has yet to be enacted;
3. When the invoice must be examined by the federal or state government prior to payment; or
4. When the date by which the Contract payment must be made is modified in accordance with the following section.

CNYRTA shall have fifteen (15) calendar days after receipt of an invoice at its designated payment office to notify the Contractor of:

1. Defects in the delivered goods or services;
2. Defects in the invoice; or
3. Suspected improprieties of any kind, and the existence of such defects or improprieties shall prevent the commencement of the time period for computing interest.

In the event CNYRTA fails to notify a Contractor of such defects within fifteen (15) calendar days of receiving the invoice, the number of days allowed for payment of a properly corrected invoice will be reduced by the number of days between the fifteenth (15th) day and the day that notification of said defect was actually transmitted to the Contractor. If CNYRTA, in such situations, fails to provide reasonable grounds for its contention that a defect or impropriety exists, the date by which the Contract payment must be made in order for CNYRTA not to become liable for interest payments shall be calculated from the date of receipt of an invoice.

**Inapplicability:** These procedures shall not apply to payments due and owing by CNYRTA:

1. Under New York's Eminent Domain Procedure Law;
2. As interest allowed on judgments rendered by a court pursuant to any provision of law other than those contained in this procedure;
3. To the Federal government, to any state agency or its instrumentalities, to any duly constituted unit of local government, including but not limited to counties, cities, towns, villages, school districts, special districts, or any of their related instrumentalities, to any other public authority or public benefit corporation, or to any employees of the foregoing when acting in, or incidental to, their public employment capacity; and
4. In situations where CNYRTA exercises a legally authorized set-off against all or part of the payment due the Contractor.

**BUY AMERICA REQUIREMENTS:** CNYRTA is a grantee of the FTA. As a recipient of FTA funds, CNYRTA is required to comply with the Buy America requirements specified in 49 CFR Part 661, which state that, except in certain enumerated

situations, no funds may be obligated by the FTA for a grantee project unless all iron, steel and/or manufactured items used in the project are produced in the United States. The "Buy America" requirements apply to Construction Contracts and Acquisition of Goods or Rolling Stock. Currently, there is no dollar threshold in the FTA regulations, thus "Buy America" provisions apply to all contracts, both operating and capital, regardless of the dollar amount involving Federal funds. However, FTA has established a general waiver for inclusion of this provision in small purchase procurements (defined by Federal Regulations as less than \$250,000), so actual applicability for this clause is for contracts greater than \$250,000.

The "Buy America" requirements state that:

1. CNYRTA shall adhere to the "Buy America" clause set forth in its grant contract with the FTA.
2. CNYRTA shall include in its bid specification for procurement an appropriate notice of the "Buy America" provisions; such specifications to require, as a condition of responsiveness, that the bidder submit with its bid a completed "Buy America" certificate.
3. Whether or not a bidder certifies that it will comply with the applicable requirement, such bidder is bound by its original certification and is not permitted to change its certification after bid opening. A bidder that certifies that it will comply with the applicable "Buy America" requirements is not eligible for a waiver of those requirements.

The following statement is contained in CNYRTA's grant contracts with FTA:

"Sections 165(a) and (b) of the Surface Transportation Assistance Act of 1982, as amended, require that Federal funds shall not be appropriated or utilized for any contract awarded unless all iron, steel and manufactured products used in FTA-funded projects are produced in the United States; however, these general requirements may be waived by the Administrator of the FTA or his/her designee if the Administrator finds:

1. That the application of such general requirements would be inconsistent with the public interest;
2. That the materials for which a waiver is requested are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
3. That the inclusion of a domestic item or domestic material will increase the cost of the contract between the grantee and its supplier of that item or material by more than twenty-five percent (25 %). The Administrator will grant this "price differential" waiver if the amount of the lowest responsive and responsible bid offering the item or material that is not produced in the United States multiplied by 1.25 is less than the amount of the lowest responsive and responsible bid offering the item or material produced in the United States; or
4. With regard to the procurement of buses and other rolling stock (including train control, communication and traction power equipment) under the Urban Mass transportation Act of 1964, that (1) the cost of components produced in the United States is more than sixty percent (60%) of the cost of all components, and (2) **final** assembly takes place in the United States.

A Certificate of Compliance with Section 165(a), whereby the bidder certifies compliance with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations contained in 49 C.F.R. Part 661, shall be completed for all federally-assisted procurements of steel, iron, or manufactured products. A Certificate of Compliance with Section 165(b)(3), whereby the bidder certifies compliance with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations contained in 49 C.F.R. Part 661, shall be completed for all federally-assisted procurements of buses, other rolling stock and associated equipment."

**LIQUIDATED DAMAGES:** When liquidated damages are included as a potential remedy in any solicitation there must be a reasonable expectation that damages will be suffered through a delay in the contract completion. The method of assessment for damages will be established within the solicitation, along with the calculation and rationale to be used in establishing damages. For Federally funded contracts, any damages recovered must be credited to the project involved unless FTA permits otherwise.

**REVENUE CONTRACTS:** A contract in which the CNYRTA or sub recipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with an activity related to public transportation or creating business opportunities with the use of FTA assisted property. The recipient has broad latitude in determining the extent and type of competition appropriate for a particular revenue contract. Nevertheless, to ensure fair and equal access to FTA assisted property and to maximize revenue derived from such property, CNYRTA should conduct its revenue contracting as follows:

1. **Limited Contract Opportunities:** If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), then the CNYRTA should use a competitive process to permit interested parties an equal chance to obtain that limited opportunity.
2. **Open Contract Opportunities:** If one party seeks access to a public transportation asset, and the CNYRTA is willing and able to provide contracts or licenses to other parties similarly situated, then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties.

**PIGGYBACKING:** Within the conditions set forth below, FTA permits the CNYRTA to use existing contract rights held by another recipient commonly called “piggybacking”:

**Exercise of Options:** The CNYRTA may use contract options held by another recipient with the following limitations:

1. **Consistency with the Underlying Contract:** FTA expects CNYRTA to ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
2. **Price:** The CNYRTA may not exercise an option unless it has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous.
3. **Awards Treated as Sole Source Procurements:** The following actions constitute sole source awards:
  - a. **Failure to Evaluate Options Before Awarding the Underlying Contract.** If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
  - b. **Negotiating a Lower Option Price.** Exercising an option after the recipient has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured, such as changes in Federal prevailing labor rates, for example.

In the circumstances described in this paragraph, FTA assistance may be used to support a sole source award only if that award can be justified under FTA’s third-party contract standards for sole source awards.

**Acquisition Through Assigned Contract Rights:** Although FTA does not encourage the practice, CNYRTA may find it useful to acquire contract rights through assignment by another recipient. A recipient that obtains contractual rights through assignment may use them after first determining the contract price remains fair and reasonable, and the contract provisions are adequate for compliance with all Federal requirements. The recipient need not perform a second price analysis if a price analysis was performed for the original contract. However, FTA expects the recipient to determine whether the contract price or prices originally established are still fair and reasonable before using those rights. See, FTA’s “Best Practices Procurement Manual” for further information about procurements through assignment of another’s contract rights. The recipient using assigned contract rights is responsible for ensuring the contractor’s compliance with FTA’s Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. For further details, please refer to FTA’s Pre-Award and Post-Delivery Handbooks for buses and rail cars, which contain copies of those certifications. The recipient seeking to use assigned contract rights will not usually be able to determine whether the assigning recipient originally procured unreasonably large quantities. Before proceeding with the assignment, however, FTA does expect the recipient seeking the assignment to review the original contract to be sure that the quantities the assigning recipient acquired, coupled with

the quantities the acquiring recipient seeks, do not exceed the amounts available under the assigning recipient's contract.

**VIOLATION OR BREACH OF CONTRACT REMEDIES:** Third-party contracts exceeding \$250,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third-party contractor.

**TERMINATION:** Termination for cause and termination for convenience provisions must be included in contracts exceeding \$10,000.

**CHANGE ORDER PROCEDURE:** Change Order means an order authorized by the CNYRTA directing the contractor to make changes, pursuant to contract provisions for such changes, with or without the consent of the contractor ("change orders" must be within the scope of the original competition). All Change Orders must include the following:

1. The Procurement Department must receive a completed Supplemental Funding Request Form (including signatures of the team leader, capital programming and the CEO), along with scope and pricing for the Change Order, which must have an Independent Cost Estimate (ICE) attached.
  - a. ICE must support the price provided.
2. Must have a cost or price analysis performed to determine that the change price is fair and reasonable.
3. The contract must be evaluated to determine if the change in contract amount has raised the total contract threshold so that additional clauses or certifications are required (i.e., Buy America, Lobbying, etc.)
  - a. Any change order greater than \$100,000 must be approved or ratified by the CNYRTA Board of Members.
4. In all cases Federal Transit Administration circular 4220 (most current version) Third Party Contracting Guidelines must be followed. The Best Practices Procurement Manual (<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf>) can be referenced for additional information.

**Cardinal Change Order:** A contract change which is outside the scope of the original contract, and thus not within the authority of the changes clause. Such changes are prohibited by the FTA.



## Part III- Method of Procurement

### 3.1- Detailed Procurement Guidelines

When a purchase is initiated by CNYRTA, it will fall into one of the following three procurement categories:

**Micro-Purchases (Informal):** purchases resulting in cost to CNYRTA under \$2,500.

**Small Purchases (Informal):** purchases resulting in cost to CNYRTA between \$2,500 and \$24,999.99 per year.

**Large Purchases (Formal):** purchases resulting in an aggregate cost to CNYRTA of \$25,000 or more per year.

1. Invitation for Bids
2. Request for Proposals
3. Procurement of Architectural and Engineering Services
4. Non-competitive Negotiation/Sole Source
5. Rolling Stock Procurements

The following are the steps that must be performed to correctly acquire goods and services on behalf of CNYRTA:

1. All documents used in any procurement must be filed in the Procurement file.
2. The CNYRTA Formal Procurement Checklist must be completed for all formal procurements and accurately depict what forms are included in the procurement file.
3. The responsibility for assuring that the file contains the required documents rests with the lead Purchaser/Designated Contact for the particular procurement.
4. CNYRTA reserves the right to determine the time frame concerning the solicitation and awarding of bids.

### 3.2- Informal Procurement Procedures

Informal procurement procedures are appropriate and applicable to those relatively simple and informal procurements of goods and/or services costing, in the aggregate, **less than \$25,000**. Purchases of this amount are exempt from Buy America Requirements. The following is a summary of CNYRTA micro and small procurement procedures:

For all procurements of goods and/or services costing less than \$25,000, the following procedures must be followed:

1. The department requesting the purchase shall prepare an **independent cost estimate** (approximate cost) for the desired item or service.
2. The requesting department shall develop **written specifications** for use in the solicitation of quotations. The nature and extent of items and/or services requested should be limited to only those deemed necessary to meet the needs of the user department.
3. The requesting department shall prepare and submit a **purchase requisition** to the Procurement Department for review and processing. The independent cost estimate shall be attached to the requisition with appropriate levels of approval, proper account number and suggested vendors.
4. A determination that the price is fair and reasonable and how this determination was derived must accompany the requisition or be present in the procurement file, completed by the Procurement Department.
  - i. Documentation of quotations shall accompany the requisition or be present in the procurement file, when applicable.

CNYRTA procurement files contain vendor lists that are compiled and maintained by the Procurement Department. These lists include interested vendors, who request to be placed on the lists, as well as MWBE, SDVOB and DBE-certified vendors and former vendors supplying goods and/or services to the CNYRTA. These lists are to be used when obtaining quotations for this type of procurement. Whenever possible, CNYRTA seeks to award contracts for goods/services with MWBE, SDVOB and DBE-certified vendors.

**Procurement by Micro-Purchase: <\$2,500:** Procurements of goods and/or services costing less than \$2,500 do not require competitive quotations. When employing this type of procurement, the Procurement Department must ensure equitable distribution among qualified suppliers in the local area. Determination that the price is fair and reasonable, and how this determination was derived, must accompany the requisition or be present in the procurement file. For micro-purchases, a fair and reasonable price determination is made based on price analysis. NOTE: *The Davis-Bacon Act applies to federally funded construction contracts over \$2,000.*

**Procurement by Small Purchase: \$2,500 and \$24,999:** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, bus parts or other goods/services that cost more than \$2,500 but do not cost more than \$24,999.99. To ensure reasonable competition these purchases require a minimum of 3 quotations. The Procurement Department shall make every effort to provide an opportunity for qualified vendors, including certified MWBEs, SDVOBs, and DBEs, to offer quotes for procurements. Solicitations may be limited to one source only if the Procurement Department determines that only one source is reasonably available.

Any purchase >\$10,000 requires Chief Executive Officer authorization. Depending on the project, it may be appropriate for the Chief Executive Officer to approve a purchase that is less than \$10,000. The Chief Executive Officer relies on staff to evaluate such needs and proceed accordingly via communications and discussions before proceeding with such projects.

Note: At the discretion of the Finance Department, federally funded procurements will follow the micro-purchase threshold and simplified acquisition threshold as defined by 48 C.F.R. Subpart 2.1 (Definitions). Such purchases must still comply with the Buy America requirements specified in 49 CFR Part 661.

### 3.3- Formal Procurement Procedures

Pursuant to New York's Public Authorities Law and Article 4-C of the New York Economic Development Law, all procurements of **\$25,000 or more** require the selection of contractors on a formal, competitive basis, unless otherwise indicated in these Guidelines. Procurements in this category fall into one of two types: Invitation for Bids (IFB) or Request for Proposals (RFP). Chief Executive Officer approval must be given in order to proceed with purchases greater \$25,000. Board approval is required prior to award for contracts in excess of \$100,000 and for services to be rendered over a period in excess of one year. Contracts for all formal procurements must contain *termination for cause* and *termination for convenience* provisions, as well as *breach of contract* provisions and *remedies for breach of contract*.

**INVITATION FOR BIDS (IFB):** This method of procurement is the preferred method for acquisitions with an annual cost totaling **twenty-five thousand dollars (\$25,000) or more** when one or more of the following factors is present:

1. A complete, realistic, and exact specification or purchase description is available;
2. Two or more responsible bidders are willing and able to compete effectively for the business;
3. The procurement lends itself to a firm, fixed-price contract, and the selection of the successful bidder can be made on the basis of lowest price among responsive bids and responsible bidders;
4. No discussion with bidders is needed either before or after bid submission.

Sealed bids shall be publicly solicited and a firm, fixed-price contract (lump sum or unit price) shall be awarded to the bidder whose bid is (1) lowest in price and (2) conforms with all the material terms and conditions of the bid specifications, including a successful responsible bidder and responsive bid determination. The following is a summary of CNYRTA Invitation for Bid formal procurement procedures:

#### **Request to Initiate the Procurement**

1. The department requesting the purchase shall prepare an ***independent cost estimate*** (approximate cost) for the desired item or service.



2. The requesting department shall develop **written specifications** for use in the solicitation of bids/proposals. The nature and extent of items and/or services requested should be limited to only that deemed necessary to meet the needs of the user department.
3. The requesting department shall prepare and submit a **purchase requisition** to the Procurement Department for review and processing. The independent cost estimate shall be attached to the requisition with appropriate levels of approval, proper account number and suggested vendors.

#### **Determination of Funding Source**

1. The purchase requisition for any **Grant** purchase is approved to Accounting Grants to document the funding source. The appropriate grant information is documented within the requisition as written confirmation that grant funding is available.
2. The purchase requisition for any **Operating** purchase is approved to Accounting Non-Inventory to confirm availability within the budget and to review account codes listed for accuracy.

#### **Bid Development**

1. The Invitation for Bid (IFB) document shall provide prospective offerors with all the information necessary to develop a responsive bid. The IFB shall inform bidders of the specific steps in the bid process, utilization goals and reporting requirements, the scope of commodities, services, hardware, or software to be provided, the method of award, and the terms and conditions of the contract.
2. Specifications defining the items or services sought shall be outlined, in detail, by the requesting department, with the advice and assistance of the Procurement Department. These specifications/product descriptions must be complete, adequate and realistic.
3. Specifications shall encourage full and open competition and must not rule out one or more vendors or favor a particular vendor. Therefore, use of brand names in specifications is allowed solely for the purpose of providing a standard for quality of performance. When requesting a "brand name or equal" the CNYRTA shall carefully identify its minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation.
4. The Procurement Department shall conduct market research to determine the proper method of procurement and select the contract type, documenting the procurement file appropriately.
5. The Procurement Department shall:
  - a. Review trade magazines, attend trade shows, conferences, etc. to ensure thorough knowledge of new technologies regarding the equipment or services to be procured.
  - b. Review bid documents and specifications used in former bids for the requested item/service as a starting point for developing the current solicitation.
  - c. Incorporate relevant information from previous bids or other transit authority bids to meet the needs of the current bid.
  - d. Review and update the current bid with regard to all recently promulgated regulations.
6. When applicable, CNYRTA will follow NYS Executive Order #8, Article 15A of NYS Executive Law and Parts 140-145 (most current version) of the regulations of the Commissioner of the Department of Economic Development – and place the **30% mandated MWBE utilization goal** on all State funded procurements. If the goal cannot be achieved the Waiver Application process will be followed.
7. When applicable, CNYRTA will follow NYS, Article 17B, Chapter 22 of NYS Executive Law and Parts 252 (most current version) of the regulations for the Participation by Service-Disabled Veterans with Respect to State Contracts – and place the **6% mandated SDVOB utilization goal** on all State funded procurements. If the goal cannot be achieved the Waiver Application process will be followed.

### **Distribution**

1. Advertisements requesting bids must be placed in the New York State Contract Reporter and at least one newspaper of general circulation in Onondaga County. Advertisements may also be placed in additional local newspapers or trade publications as deemed appropriate by the Procurement Department.
2. CNYRTA shall provide all information to all prospective bidders for any procurement which is formally bid. When deemed appropriate, the Procurement Department and technical support staff shall conduct a pre-bid conference with prospective bidders regarding applicable bidding procedures, forms, terms and conditions, goals, requirements, and other relevant information. Attendance at such pre-bid conferences shall be determined on an event-to-event basis. A written record of questions posed and answered at pre-bid conferences shall be distributed in an Amendment to all prospective bidders. Changes in the procurement as a result of the pre-bid conference or that are initiated at the discretion of CNYRTA will be provided to all prospective bidders in an Amendment.

### **Conduct Bid Opening**

1. The Procurement Department shall conduct a public bid opening and ensure all attendees complete the sign-in sheet as noted in the contract checklist.
  - a. The bid opening shall be open to all bidders, as well as the general public.
  - b. Bids shall be publicly opened and read at the date, time and place specified in the IFB.
  - c. Only bids received up to the time indicated in the IFB shall be opened.
    - i. CNYRTA's bid software does not accept the submission of bids after the bid date/time.
  - d. At least two (2) representatives of CNYRTA or its subsidiary companies shall be present during bid opening.
  - e. Specific information other than the announcement of the bid price and name of the bidder shall not be given to prospective bidders at the bid opening.
  - f. The Procurement designated contact shall inform all present that any such request must be submitted in writing and will be responded to in writing.
  - g. No determination as to the validity of any bid, the qualification of any bidders or the compliance of any bid package with the provisions of the bid documents will be made at the bid opening.

### **Review of Bids**

1. Immediately after the bid opening, the Procurement Department shall review all submitted bids to determine which bid packages are complete and responsive to the bid requirements as set forth in the official Invitation for Bid document.
2. A determination that the price is fair and reasonable and how this determination was derived must be present in the procurement file, completed by the Procurement Department.
3. If a bid is rejected, there must be a sound business decision documented by the Procurement Department, along with the requesting department. Such documentation must be forwarded to the Chief Executive Officer stating the reasons for such rejection and summarizing the bids received.

### **Contract Award**

1. The Procurement Department will prepare a Board Resolution for any contract above \$100,000 or multi-year and bring to the Board for approval.
2. After all pre-award approvals have been obtained, the Procurement Department shall send a **Notice of Award** to the vendor, requesting the submission of any post-award documentation required by the bidding documents.
3. A **Notice to Proceed** will be sent to the vendor when the appropriate Certificates of Insurance, Bonds and/or any other documents necessary in completing the procurement have been received from the vendor.

**REQUEST FOR PROPOSAL (RFP):** Competitive negotiation is generally used when conditions are not appropriate for the use of sealed bids. As costs become less important in relation to other factors driving the procurement, competitive

negotiation becomes a more appropriate procurement tool. In competitive negotiation, proposals are requested from a number of sources. Negotiations are normally conducted with more than one of the sources submitting offers. Either a fixed-price or cost reimbursable type contract is awarded in this type of procurement.

This method of procurement is the preferred method for acquisitions of **twenty-five thousand dollars (\$25,000) or more** when one or more of the following factors is present:

1. The desired goods or services cannot be precisely defined, described or standardized.
2. The desired end product is conceptual in nature.
3. A Cost Reimbursement type contract is contemplated.
4. Discussions concerning the technical aspects and price negotiation are intended.
5. Offerors are to be given the opportunity to revise the price or technical aspects of their proposal.
6. Price alone cannot be the determinative factor in award. Quality, qualifications, performance data, or other contractual factors are to be considered in selecting the most advantageous offering.
7. Artistic or aesthetic values supersede price as primary selection criteria.

Following is a summary of CNYRTA Request for Proposal formal procurement procedures:

#### **Request to Initiate the Procurement**

1. The department requesting the purchase shall prepare an **independent cost estimate** (approximate cost) for the desired item or service.
2. The requesting department shall develop **written specifications** for use in the solicitation of bids/proposals. The nature and extent of the items and/or services requested should be limited to only those deemed necessary to meet the needs of the user department.
3. The requesting department shall prepare and submit a **purchase requisition** to the Procurement Department for review and processing. The independent cost estimate shall be attached to the requisition with appropriate levels of approval, proper account number and suggested vendors.

#### **Determination of Funding Source**

1. The purchase requisition for any **Grant** purchase is approved to Accounting Grants to document the funding source. The appropriate grant information is documented within the requisition as written confirmation that grant funding is available.
2. The purchase requisition for any **Operating** purchase is approved to Accounting Non-Inventory to confirm availability within the budget and to review account codes listed for accuracy.

#### **Proposal Development**

1. The Request for Proposals (RFP) shall provide prospective offerors with all the information necessary to develop a responsive proposal. The RFP shall inform proposers of the specific steps in the proposal process, utilization goals and reporting requirements, the scope of commodities, services, hardware, or software to be provided, the method of award, and the terms and conditions of the contract.
2. Specifications defining the items or services sought shall be outlined, in detail, by the requesting department, with the advice and assistance of the Procurement Department. These specifications/product descriptions must be complete, adequate and realistic.
3. Specifications shall encourage full and open competition and must not rule out one or more vendors or favor a particular vendor. Therefore, the use of brand names in specifications is allowed solely for the purpose of providing a standard for quality of performance. When requesting a "brand name or equal" the CNYRTA shall carefully identify its minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation.
4. The Procurement Department shall conduct market research to determine the proper method of procurement and select the contract type, documenting the procurement file appropriately.

5. The Procurement Department shall:
  - a. Review trade magazines, attend trade shows, conferences, etc. to ensure thorough knowledge of new technologies regarding the equipment or services to be procured.
  - b. Review proposal documents and specifications used in former proposals for the requested item/service as a starting point for developing the current solicitation.
  - c. Incorporate relevant information from previous proposals or other transit authority proposals to meet the needs of the current proposal.
  - d. Review and update the current proposal with regard to all recently promulgated regulations.
6. In conjunction with the requesting department, the Procurement Department shall identify who will serve on the Evaluation Team, develop the Evaluation Criteria and establish the weighting for each Evaluation Criteria.
7. When applicable, CNYRTA will follow NYS Executive Order #8, Article 15A of NYS Executive Law and Parts 140-145 (most current version) of the regulations of the Commissioner of the Department of Economic Development – and place the **30% mandated MWBE utilization goal** on all State funded procurements. If the goal cannot be achieved the Waiver Application process will be followed.
8. When applicable, CNYRTA will follow NYS, Article 17B, Chapter 22 of NYS Executive Law and Parts 252 (most current version) of the regulations for the Participation by Service-Disabled Veterans with Respect To State Contracts – and place the **6% mandated SDVOB utilization goal** on all State funded procurements. If the goal cannot be achieved the Waiver Application process will be followed.

#### **Distribution**

1. Advertisements requesting proposals must be placed in the New York State Contract Reporter and at least one newspaper of general circulation in Onondaga County. Advertisements may also be placed in additional local newspapers or trade publications as deemed appropriate by the Procurement Department.
2. CNYRTA shall provide all information to all prospective proposers for any formal procurement. When deemed appropriate, the Procurement Department and technical support staff shall conduct a pre-proposal conference with prospective proposers regarding applicable proposal procedures, forms, terms and conditions, goals, requirements, and other relevant information. Attendance at such pre-proposal conferences shall be determined on an event-to-event basis. A written record of questions posed and answered at pre-proposal conferences shall be distributed in an Amendment to all prospective proposers. Changes in the procurement as a result of the pre-proposal conference or that are initiated at the discretion of CNYRTA will be provided to all prospective proposers in an Amendment.

#### **Proposal Opening**

1. All proposals received under formal procedures shall remain sealed until the proposal due date and time specified in the RFP and the advertisements.
2. Only proposals received up to the time indicated in the RFP shall be opened.
  - a. CNYRTA's proposal software does not accept the submission of proposals after the bid date/time.
3. The Procurement Department shall then distribute the proposals received to all members of the Evaluation Team.

#### **Evaluation of Proposals**

1. The Procurement Department shall review all submitted proposals to determine which proposals are complete and responsive to the proposal requirements as set forth in the official Request for Proposal document.
2. The Evaluation Team will receive proposal information through CNYRTA's proposal software and individually review all submitted proposals then complete the evaluation scoring.
3. The Procurement Department will schedule a proposal evaluation meeting with the Evaluation Team and review the submitted scoring.
4. In conjunction with the Procurement Department, the Evaluation Team shall identify the competitive range. If more than one firm is in the competitive range, arrangements will be made for further review, including interviews.

5. To close the evaluation process, the Evaluation Team must make its recommendation to the Procurement Department.
6. A determination that the price is fair and reasonable and how this determination was derived must be present in the procurement file, completed by the Procurement Department.
7. If a proposal is rejected, there must be a sound business decision documented by the Procurement Department, along with the requesting department. Such documentation must be forwarded to the Chief Executive Officer stating the reasons for such rejection and summarizing the proposals received.

#### **Contract Award**

4. The Procurement Department will prepare a Board Resolution for any contract above \$100,000 or multi-year and bring to the Board for approval.
5. After all pre-award approvals have been obtained, the Procurement Department shall send a **Notice of Award** to the vendor, requesting the submission of any post-award documentation required by the bidding documents.
6. A **Notice to Proceed** will be sent to the vendor when the appropriate Certificates of Insurance, Bonds and/or any other documents necessary in completing the procurement have been received from the vendor.

### **3.4- Procurement of Architectural and Engineering (A&E) Services**

CNYRTA shall use a qualification-based procurement method based on the **Brooks Act** when contracting for Federally-funded A&E Services Contracts (as required in 40 U.S.C., Section 541 and 49 U.S.C. Section 5325(d)). Other types of services considered to be A&E Services include program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services which require performance by a registered or licensed architect or engineer.

The Brooks Act requires that:

1. Offeror's qualifications are evaluated excluding price as a factor.
2. Negotiations be conducted only with the most qualified offeror.
3. Failing agreement on price, negotiations with the next most qualified offeror are conducted until a contract award can be made to the most qualified offeror whose price is determined to be fair and reasonable.

### **3.5- Procurement by Non-Competitive Negotiation (Sole Source)**

Non-competitive negotiation involves procurement through solicitation of a proposal from a Sole Source, or, after solicitation of a number of sources, competition is determined to be inadequate. A contract amendment or change order is considered a Sole Source procurement and therefore, must comply with this section.

Procurement by noncompetitive negotiation may be used only when procurement is infeasible under micro-purchase, small purchase, competitive bidding (formal advertising), or competitive negotiation procedures and at least one of the following circumstances applies:

1. The item is available only from a Single Source;
2. A public exigency or emergency exists whereby the urgency for the requirement will not permit a delay resulting from competitive solicitation;
3. The FTA authorizes non-competitive negotiation (for Federally-funded contracts only);
4. After solicitation of a number of sources, competition is determined to be inadequate;
5. For *Federally funded procurements*, the item is an associated capital maintenance item as defined in 49 U.S.C. Section 5307 (a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. CNYRTA shall certify, in writing, to FTA that: (1) such manufacturer or supplier is the only source for such item; and (2) the price of such item is no higher than the price paid for such item by like customers.

When a non-competitive procurement is necessary in circumstances other than those outlined above, written FTA approval is required only if Federal funds are involved in the procurement.

A single source is not acceptable for purposes of sole source award until CNYRTA staff investigates and documents one (1) or more of the following circumstances:

1. The proposed source is the original manufacturer, and the terms and conditions of a viable warranty would be violated by the installation of unauthorized parts or components in existing equipment, machinery, vehicles, or systems, or "servicing" by uncertified or unauthorized personnel, and there are no other sources from which authorized parts or servicing from certified or authorized personnel may be obtained.
2. The proposed source possesses exclusive, limited rights in data, patent rights, copyrights, secret processes, or control of the basic raw material.
3. The proposed source is the provider under an existing "term contract" and the procurement constitutes a sub-award thereunder.
4. The goods or services or services are not available through an existing contract awarded through a competitive procurement method.
5. A price or cost analysis establishes that the proposed price is fair and reasonable.

A single bid is not acceptable for purposes of sole source award until CNYRTA staff:

1. Canvas all prospective bidders from whom bids were solicited to learn the causes for the lack of bid submissions,
2. Evaluate and document the responses received in number 1, above,
3. Reconsider the bid requirements and specifications,
4. Document findings supporting the need for the original requirements and the sufficiency of the specifications, and that the single bidder is responsive and responsible or that the proposer is qualified and the proposal is acceptable, and
5. Conduct a price or cost analysis to establish that the bid price is fair and reasonable.

**ADVERTISING SOLE SOURCE PROCUREMENTS:** For Proposed Single Source awards in the actual or estimated amount of twenty-five thousand dollars (\$25,000) or more, for which competitive bids or proposals have not been solicited in the preceding twelve (12) months, a *Notice of Procurement Opportunity* must be published in the New York State Contract Reporter.

The notice shall set forth the Authority's intent to award the contract without competitive bidding or proposals on the basis that the goods or services are available from one (1) responsible source. Further, the notice shall invite any person or firm to submit data and information proving that the required item/service can be obtained from other than the proposed single source.

### **3.6- Rolling Stock Procurements**

Rolling stock procurements shall be conducted in accordance with the requirements of Section 120 of the Federal Mass Transit Act of 1964, as amended, and the FTA regulations contained in 49 CFR Part 663 ("Pre-Award and Post-Delivery Audits of Rolling Stock Purchases"). Specifically, CNYRTA shall complete a pre-award audit prior to entering into a formal contract for the purchase of rolling stock. The pre-award audit shall include:

1. A Buy America Certification;
2. A Purchaser's Requirements Certification; and
3. Where appropriate, a manufacturer's Federal Motor Vehicle Safety Standards ("FMVSS") Certification.

The pre-award Buy America Certification certifies that FTA granted a written waiver from the Buy America requirements for the rolling stock to be purchased, or CNYRTA is satisfied that the rolling stock to be purchased meets the following requirements of the *Surface Transportation Assistance Act of 1982*, as amended:



1. The procured rolling stock will contain a minimum of 70% domestic products;
2. Final assembly of the procured rolling stock will occur in the United States.

Each vendor must complete Buy America Certification (included in the bid package) certifying compliance with the Buy America Requirements and the Federal Motor Safety Standards as prescribed in 49 CFR 663.1 and 663.43. In addition, each vendor must supply documentation verifying that their vehicles meet the criteria listed in #2 above. The pre-award Purchaser's Requirements Certification certifies that:

1. The rolling stock presented for purchase is the same product described in the solicitation specifications, and
2. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets CNYRTA specifications as set forth in its solicitation.

If a vehicle is procured that is subject to the FMVSS issued by the National Highway Traffic Safety Administration (the "NHTSA"), CNYRTA shall maintain all applicable certifications received (in both the pre-award and post-delivery stages) in the procurement file, including a copy of the manufacturer's self-certification that the vehicle complies with the relevant FMVSS. In the event the procured vehicle is not subject to the FMVSS issued by the NHTSA, CNYRTA shall compile a memorandum certifying receipt of a statement to that effect from the manufacturer.

CNYRTA shall complete a post-delivery audit prior to accepting title to the rolling stock. The post-delivery audit shall include:

1. A post-delivery Buy America Certification;
2. A post-delivery Purchaser's Requirements Certification; and
3. When appropriate, a manufacturer's FMVSS Self- Certification Information Form.

The Buy America and FMVSS post-delivery certification processes are similar to those completed during the pre-award audit, with the exception that the post-audit review reflects information based on the buses actually delivered, as opposed to the buses proposed for purchase.

The post-delivery purchaser's requirements certification process is different from the pre-award purchaser's requirements certification process. For the post-delivery purchaser's requirements certification, CNYRTA must certify that:

1. For procurements involving ten (10) or more vehicles:
  - a. CNYRTA sent an inspector to the manufacturer's final assembly facility to visually inspect and road test the vehicles.
  - b. The inspector prepares a report that includes, at a minimum, accurate records of all bus construction activities, description of how the construction and operation of the buses fulfills the contract specifications.
  - c. The delivered vehicles were visually inspected and road tested.
2. For procurements of ten (10) or fewer vehicles, or any number of primary manufacturer standard production and unmodified vans:
  - a. The vehicles were visually inspected and road tested and they meet the contract specifications.

CNYRTA staff shall review FTA publication No. *DOT-T-94-06 Conducting Pre-Award and Post-Delivery Audits for Bus Procurements* for further guidance.

**Transit Vehicle Award Report:** A Transit Vehicle Manufacturer (TVM), as defined by U.S. DOT DBE regulations, is any manufacturer whose primary business purpose is to build vehicles specifically for public mass transit. Only TVMs who have submitted a DBE goal methodology to FTA that has been approved or not disapproved, at the time of the solicitation are eligible to bid (49 CFR 26.49(a)(1)). FTA Grantees are required to submit, within thirty (30) days of award

the name of the successful TVM and the total dollar value of the contract, therefore CNYRTA staff shall complete the report as required. Once the report is complete, CNYRTA will follow up with an email notification of completed award to the FTA.



## **PART IV- CONTRACT ADMINISTRATION**

### **4.1- Contract Administration**

Any contract involving the expenditure of public funds is subject to review/audit during and after performance to ensure that, at the very broadest level, the Government got what it paid for. This concept means that, at the contract administration level, the file (standing alone and without need of interpretation or augmentation of the contract administrator or other staff element) should demonstrate that the Procurement Department and the contractor have complied with the terms of the contract (i.e., bonds have been submitted, contractual issues requiring the approval of the contracting officer have been submitted and approved, requests for payment have been submitted, reviewed, approved, and processed, etc.) and that contractual and administrative issues in dispute have been addressed and settled in accordance with good administrative practice and sound business judgment.

**PROJECT INITIATION:** Proper actions taken immediately after contract award can be critical to the success of the project. The first step to be taken by CNYRTA will be to designate a Contract Administrator or Project Manager for each project involving a contract. This individual will be the primary contact with the contractor and is the only individual who, with proper consent and documentation, can authorize changes to the contract. In most cases, this individual will be the staff member who led the procurement process for the project.

**MONITORING CONTRACTOR PROGRESS:** The CNYRTA Contract Administrator/Project Manager shall establish frequent and direct communications with the Contractor. For complex projects and/or projects which require more extensive periods of time to complete, CNYRTA may establish regular progress meetings with CNYRTA and the Contractor; such meetings will assist in identifying and correcting problems as they arise.

If a cost reimbursement or progress payment form of contract is used, the Contract Administrator/Project Manager shall monitor the contractor's progress to ensure that the maximum allowable contract amount is not exceeded and that funds are not paid to the contractor in an amount greater than either the percentage of work completed, or actual costs incurred.

CNYRTA shall require two types of reports from contractors, both of which will be reviewed by the Contract Officer:

1. Cost Control Report
2. Monthly progress report. This report should contain the status of the contractor's work and any problems or delays perceived by the contractor to completing the project on schedule and/or within budget.

**PROGRESS PAYMENTS:** When contractor invoices are submitted to CNYRTA, the Contract Administrator or Project Manager shall compare the invoices to the Contract Document to ensure compliance with the price information outlined in the contract.

**MODIFY AN EXISTING PROJECT:** Occasionally, additional funding will be needed which exceeds the amount of the originally awarded funding amount of the contract. The following represent various modification scenarios and related documentation requirements:

1. Modification to extend term (where options to extend are in original contract)
  - a. Two copies of Renewal Request signed by vendor and CNYRTA Procurement Department.
2. Modification to extend term (where options to extend are not in original contract)
  - a. Two copies of Renewal Request signed by vendor and CNYRTA CEO.
  - b. Sole source justification
  - c. Board of Members Approval
3. Additional funding needed for work within the scope of a requirements contract and within the original term of the contract.

- a. Board of Members Approval
- 4. Increased Scope of Work
- 5. Sole Source justification

Cost and Price Analysis Requirement Circular 4220.1F states that *"grantees must perform a cost or price analysis in connection with every procurement action, including contract modifications."*

#### **TERMINATING A CONTRACT:**

- 1. Termination for Convenience
- 2. Termination for Default/Clause

**CONTRACT CLOSEOUT:** When the contracted services have been adequately performed and all invoices have been paid under the contract, the contract will be closed out. Project Managers should submit a completed Contract Closeout Memorandum to the Procurement Department. The Procurement Department will change the status of the contract to "closed." The contract file located in the Procurement Department files will be removed from the active file section to the inactive section.

**STANDARD CONTRACT ADMINISTRATION FUNCTIONS:** Responsibilities of the Contract Administration function include:

- 1. Review contractors' compensation structures.
- 2. Review contractors' insurance plans.
- 3. Conduct post-award orientation conferences.
- 4. Review and evaluate contractors' proposals and, when negotiation will be accomplished by the contracting officer, furnish comments and recommendations to that officer.
- 5. Determine the allow-ability of costs suspended or disapproved, direct the suspension or disapproval of costs when there is reason to believe they should be suspended or disapproved, and approve final vouchers.
- 6. Issue Notices of Intent to Disallow or Not Recognize Costs.
- 7. Attempt to resolve issues in controversy, prepare findings of fact and issue decisions under the Disputes clause on matters in which the administrative contracting officer (ACO) has the authority to take definitive action.
- 8. Review and approve or disapprove the contractor's requests for payments under the progress payments or performance-based payments clauses.
- 9. Ensure timely notification by the contractor of any anticipated overrun or under-run of the estimated cost under cost-reimbursement contracts.
- 10. Monitor the contractor's financial condition and advise the contracting officer when it jeopardizes contract performance.
- 11. Track any limitations (quarterly, etc.) on payments and recover overpayments from contractor.
- 12. Issue tax exemption forms, upon request from contractors.
- 13. Issue work requests under maintenance, overhaul, and modification contracts.
- 14. Negotiate prices and execute supplemental agreements for spare parts and other items selected through provisioning procedures when prescribed by agency acquisition regulations.
- 15. Negotiate and execute contractual documents for settlement of partial and complete contract terminations for convenience.
- 16. Negotiate and execute contractual documents settling cancellation charges under multiyear contracts.
- 17. In facilities contracts evaluate the contractor's requests for facilities and for changes to existing facilities and provide appropriate recommendations to the contracting officer; ensure required screening of facility items before acquisition by the contractor; approve use of facilities on a noninterference basis; and ensure payment by the contractor of any rental due.
- 18. Monitor contractor industrial labor relations matters under the contract. apprise the Procurement Department and, if designated by the agency, the appropriate labor relations advisor, of actual or potential labor disputes;

and coordinate the removal of urgently required material from the strikebound contractor's plant upon instruction from, and authorization of, the contracting officer.

19. Ensure contractor compliance with contractual quality assurance requirements.
20. Ensure contractor compliance with contractual safety requirements.
21. Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
22. Report any inadequacies noted in specifications.
23. Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.
24. Consent to the placement of subcontracts.
25. Review, evaluate, and approve disadvantaged and women-owned business subcontracting plans.
26. Obtain the contractor's currently approved plan for disadvantaged and women-owned business subcontracting, or, if there is no currently approved plan, assist in developing such a plan.
27. By periodic surveillance, ensure contractors' compliance with disadvantaged and women owned business subcontracting plans, and maintain documentation of the contractor's performance under, and compliance with, these plans and requirements; and provide advice and assistance to the firms involved, as appropriate.
28. Assign and perform supporting contract administration.
29. Ensure timely submission of required reports.
30. Cancel unilateral purchase orders when notified of non-acceptance by the contractor.
31. Accomplish administrative closeout procedures.
32. Determine that the contractor has a drug-free workplace program and drug-free awareness program.
33. Monitor contractors' compliance with the requirements of environmental laws including the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901, et seq.) and other environmental requirements as specified in the contract.
34. Verification of contractor compliance with specifications requiring the use of environmentally preferable and energy-efficient materials and the use of materials or delivery of end items with the specified recovered material content. This shall occur as part of the quality assurance procedures set forth in Part 46.

**CONTRACT ADMINISTRATION DOCUMENTS:** Documents resulting as part of Contract Administration include, but are not limited to, the following:

1. Approvals or disapprovals of contract submittals required by the contract and requests for waivers or deviations from contractual requirements;
2. Modifications/changes to the contracts including the rationale for the change, change orders issued, and documentation reflecting any time and or increases to or decreases from the contract price as a result of those modifications;
3. Documentation regarding settlement of claims and disputes including, as appropriate, results of audit and legal reviews of the claims and approval by the proper authority (i.e., city council, board of directors, chief executive officer) of the settlement amount;
4. Documentation regarding stop work and suspension of work orders and termination actions (convenience as well as default); and
5. Documentation relating to contract close-out.

**CONTRACT CLOSE OUT:** A completed contract is one that is both physically and administratively complete. A contract is *physically complete* only after all deliverable items and services called for under the contract have been delivered and accepted by the grantee. These deliverable items include such things as reports, spare parts, warranty documents, and proof of insurance (where required by the contract terms). These deliverable items may or may not have been priced as discrete pay items in the contract, but they are required deliverables, and the contract is not physically complete until all deliverables are made. A contract is *administratively complete* when all payments have been made and all administrative actions accomplished. The steps that must be completed to close out a contract will depend upon the type and/or nature of the contract.

**Routine commodity procurements:** The closeout of routine purchase orders and contracts for commodities and other commercial products is usually a straightforward and uncomplicated process. The procurement person responsible for closeout will need to ensure that his end item user has inspected and accepted the deliverable items as being in conformance with the purchase order/contract specifications. An inspection/acceptance form should be in the file attesting to the contractor's delivery of all contract end items, including any descriptive literature or warranty documentation. There must also be documentation attesting to final payment by the accounts payable department.

**Non-routine contracts for services, construction, rolling stock, etc.:** Contracts for personal services, complex equipment, construction, and other one-of-kind items will require a number of steps to affect an administrative closeout. Major elements of the closeout process, and related documentation, might include:

1. Resolution of all contract changes, claims, and final quantities delivered.
2. Determination/recovery of liquidated damages
3. Review of the insurance claim file by counsel/insurance specialist to determine if funds need to be withheld from final payment to cover unsettled claims against the contractor.
4. Settlement of all subcontracts by prime contractor
5. Performance of all inspections (and acceptance tests if any) by the grantee's project management office, with appropriate documentation
6. Conduct of a cost audit for cost-reimbursement contracts and resolve questioned costs, if any.
7. Generation of a Contractor Performance Report, See *Best Practice* below.
8. The submittal of all required documentation by the Contractor, including such items as:
9. Final reports
10. Final payroll records and wage rate certifications
11. Spare parts list
12. Manufacturer's Warranties and Guarantees
13. Final corrected shop drawings
14. Operation and maintenance manuals
15. Catalogues and brochures
16. Invention disclosure (if applicable)
17. Federally-owned property report (if there was Government-furnished property)
18. Resolution of final quantities (construction contracts)
19. Final invoice
20. Consent of Surety to release final payment to Contractor
21. Contractor's Affidavit of Release of Liens
22. Contractor's General Release (releasing the grantee from any further liabilities/claims under the contract)
23. Maintenance Bond (if required)
24. Conduct a Post-delivery Audit for rolling stock contracts as required by 49 CFR Part 663 Pre-award and Post delivery Audits of Rolling Stock Purchases.

### **BEST PRACTICE**

**Establishing That a Contract Is Completed:** It is generally the responsibility of the Project Manager (PM) to establish that the work under a contract has been completed and the contract is ready for closeout. When the PM determines that the work is complete, the PM should prepare a checklist showing all the contract deliverables and submittals and indicating on the checklist that all submittals and deliverables have been reviewed, inspected and accepted. The PM should notify the contract administrator by memorandum that the contract is complete, and all required deliverables have been inspected and accepted.

**Contract Closeout Checklist:** The PM or contract administrator should have a *contract closeout checklist*, listing all the administrative steps required to close out a contract. The checklist is an extremely useful tool for the contract

administrator or project manager who is responsible for contract closeout. Given the different requirements for the various contracting situations, grantees may wish to have different checklists for different types of contracts; e.g., commodities, services, construction, cost-type contracts, etc.

**Contractor Performance Report:** Documentation of a contractor's performance for future source selection decisions is an option that grantees should consider for certain types of procurements such as professional services, complex equipment, construction, etc. These performance reports can be an important reference point for future source-selection decisions. If the grantee chooses to document a contractor's performance, input to the report should be received from the technical office, contracting office, disadvantaged business office (if contract contained DBE requirements) and end users of the product or service (if appropriate). Contractors should be furnished with the report and given an opportunity to submit comments, rebutting statements or additional information. The Contractor's comments should be retained in the report file. It would be advisable to have a review level above the Procurement Department to consider disagreements between the parties regarding the evaluation. However, final decision on the content of the report must rest with the grantee. Copies of the final evaluation should be furnished to the Contractor. Grantees should have a time limit on the retention of these reports!

**Review by Legal Counsel:** For procurements involving services, construction, and larger dollar value equipment purchases, grantees may wish to have their legal counsel review the closeout file to ensure the adequacy of the contractor's legal documents, including the contractor's general release, insurance certificates, surety's release, maintenance bonds, etc.

**Proof of Insurance Coverage:** For all contracts requiring the Contractor to maintain insurance for its products or services (e.g., professional liability or product liability insurance), the contract administrator should obtain *proof of insurance* from the Contractor as part of the closeout process. This documentation should be submitted to the grantee's Insurance Department for approval prior to final payment of the Contractor. The Insurance Department will be required to maintain these documents as "active" files until such time as the insurance requirement ceases under the terms and conditions of the contract; i.e., these insurance terms will continue past (survive) the final contract payment.

**Final payment:** The contract administrator (CA) must be sure that all administrative steps have been accomplished prior to final payment. Contract administrators should make use of a *contract closeout checklist* to the extent that the Program Manager's checklist does not cover everything in the closeout process (e.g., the contract administrator may have certain areas of concern not assigned to the Program Manager). The CA must ensure that all required inspections have been performed by the technical program office, and a memorandum has been received from the project manager certifying to the satisfactory completion of the contract, which includes all required documentation from the Contractor, before they authorize final payment, or the release of any funds being retained under the contract. Contract administrators need to pay careful attention to those types of documents that are notoriously problematic, such as warranties. In fact, grantees may wish to consider making these warranty documents a pay item in their contracts when the contract pay items are being established, so that the Contractor will be motivated to deliver the documents in a timely manner, and there will be no dispute as to the proper amount that should be paid for these items.

**Contractor's General Release:** As part of the contract closeout process, the contract administrator must send the Contractor a closeout letter that includes the Contractor's "general release." This document must be a standard statement prepared by the grantee's legal counsel for use on all of the grantee's contracts. The release will say that for the payment of a sum certain, which is the final contract amount agreed to by both parties, the Contractor releases the grantee from any and all claims of every kind arising directly or indirectly out of the contract. The release may also contain a certification that the contractor has paid its subcontractors and suppliers for all their labor, materials, services, etc. furnished under the contract. The release is to be signed by a corporate official authorized to bind the Contractor. The *general release* is important to obtain prior to final payment because it assures the grantee that there will be no further claims from the Contractor once the final payment has been made. The grantee should have the release

reviewed by its legal counsel if the Contractor makes any changes to the grantee's standard release language that was sent to the Contractor for signature. Of course, it will be necessary for the grantee and the Contractor to have resolved all open issues of a financial nature prior to the execution of the release (change orders, claims, liquidated damages, etc.), and this resolution of all outstanding claims is an important step in the contract closeout process.

**Retainage and the problem of contractors who quit work:** Occasionally a construction contractor may "walk away" from a project that is almost complete, refusing to sign a general release and forgoing final payment. This situation may occur when the contractor lacks sufficient financial incentive to complete the contract, e.g., if the "punch list" is large and there is very little money left in retainage, the contractor may profit by refusing to correct the punch list items and leave the retainage with the grantee. Or the contractor may have been awarded another contract which requires the reassignment of his personnel to another job. Whatever the reason, *the grantee should anticipate this possibility by carefully estimating the amount of retainage in such a way that it represents twice the amount of the punch list work and undelivered items (manuals, drawings, spare parts, etc.).* For example, MARTA's procedures (which are spelled out in the contract provisions) call for the retainage of at least 5% of the total contract value as the work progresses (10% if there are problems observed with the work). At the point of final inspection and punch list preparation, the resident engineer estimates the value of the punch list items and the undelivered items such as spares, manuals, warranties, etc., and then MARTA pays out the retainage minus twice the value of all the unfinished work. By establishing the retainage in this way, the contractor is motivated to complete the contract, because the contractor will actually receive twice the amount of money that it takes to finish the work. In other words, the contractor is given a strong incentive to complete the contract. When all else fails, the grantee should definitely involve the surety in the issue of unfinished work (even if the amount of work is relatively small) because the contractor's relationship with its surety is a vital one for its future business. If the contractor loses the confidence of its surety, it is effectively foreclosing on its ability to bid on future work requiring performance bonds.

**Warranty and Guarantee Register:** The contract specifications may require that individual warranties or guarantees be furnished for various installed equipment or building systems. For each completed contract requiring warranties, the contract administrator should develop a *Warranty and Guarantee Register*, which is a status form listing:

1. Each individual item of equipment and system for which a warranty or guarantee is specified (roofing, doors, sealants, etc.);
2. The pertinent section in the contract specification;
3. The name of the company providing the warranty;
4. The expiration date of the warranty; and
5. The address of the providing company

An example of a *Warranty and Guarantee Register*, used by MARTA, can be found in Appendix B.13. The *Warranty and Guarantee Register* will enable the grantee to monitor upcoming warranty expirations so that the equipment or building system can be inspected before the expiration date, and corrective actions taken by the Contractor if required.

The Federal policy is to retain these reports for not more than three years [FAR Part 42.1503(e)]



## PART V- APPENDICES

### Appendix A- Formal Procurement Contract File Checklist

#### Contract File Checklist

Contract ID#		Procurement Type	Select Option
Contract Title		Vendor Name	
Contract Period		Vendor Address	
Contract Value		Procurement Analyst	

		Completed	N/A
<b>Pre-Advertisement</b>			
<b>1</b>	<b>Contract Kickoff Meeting Notes</b>		
<b>2</b>	<b>Purchase Requisition</b>		
	Appropriate Authorization Per Approved Thresholds		
	Independent Cost Estimate		
<b>3</b>	<b>Procurement Consideration</b>		
<b>4</b>	<b>IFB or RFP Package:</b>		
	Sufficient Bid Time (Minimum 3 Weeks)		
	Clear, Accurate and Complete Specifications		
	Prevailing Wage Schedule Attached (Davis Bacon)		
	Evaluation Criteria		
	FTA Contract Clauses (Federally Funded Procurements)		
	Addendum/Amendments		
<b>5</b>	<b>Vendor Listing</b>		
	DBE Consideration - ( <a href="https://nysucp.newnycontracts.com/">https://nysucp.newnycontracts.com/</a> )		
	M/WBE Consideration- ( <a href="https://ny.newnycontracts.com/Default.asp?">https://ny.newnycontracts.com/Default.asp?</a> )		
	SDVOB Consideration - ( <a href="https://online.ogs.ny.gov/SDVOB/search">https://online.ogs.ny.gov/SDVOB/search</a> )		
	<b>Authorization to Proceed with Public Letting:</b>		
<b>Pre-Award</b>			
<b>6</b>	<b>Proof of Publication: (Suggested vendors as follows)</b>		
	NYS Contract Reporter - <a href="http://www.nyscr.com">www.nyscr.com</a>		
	Auburn The Citizen - Column Website: <a href="https://www.column.us/notices">https://www.column.us/notices</a>		
	Rome Sentinel - Column Website: <a href="https://www.column.us/notices">https://www.column.us/notices</a>		
	Oswego Palladium Times - Quick Ad Creator Wesbite: <a href="https://quickadcreator.com/notices">https://quickadcreator.com/notices</a>		
	Minority Commerce - <a href="mailto:lmssjm@aol.com">lmssjm@aol.com</a>		
	Syracuse Post Standard - <a href="mailto:legals@syracuse.com">legals@syracuse.com</a>		
	Utica Dispatch - <a href="mailto:legals@uticaod.com">legals@uticaod.com</a>		
<b>7</b>	<b>Vendor List - Bid Sent Verification</b>		
<b>8</b>	<b>Vendor Questions/Correspondence</b>		
<b>9</b>	<b>PreBid/Proposal Meeting Sign In Sheet &amp; Minutes</b>		
<b>10</b>	<b>Bid Opening Sign In Sheet</b>		
<b>11</b>	<b>Non Bidding/Proposing Notices</b>		
<b>12</b>	<b>Vendor Bid/Proposal Documents</b>		
	Lobbying Certification (FTA contracts over \$100k)		
	Build America Buy America Certification (FTA contracts of Iron, Steel, Manufactured Goods and Infrastructure Projects over \$150k)		

		Completed	N/A
13	Bid/Proposal Tabulation		
14	RFP Evaluation Committee Meeting Notice and Notes		
15	Evaluation of Options		
16	Evaluation of Responsiveness/Responsibility		
17	Debarment & Suspension Consideration		
	<a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a>		
	<a href="https://dbr.labor.state.ny.us/EDList/searchPage.do">https://dbr.labor.state.ny.us/EDList/searchPage.do</a>		
18	Cost or Price Analysis		
	Authorization to Proceed with Board Approval:		
Post-Award			
19	Board Resolution		
20	Notice of Award		
21	Certificate of Insurance		
22	Bond Documents (Construction over \$100k)		
23	Purchase Order		
24	Notice to Proceed		
25	Notice to Unsuccessful Bidders/Proposers		
26	New York State Contract Reporter Bid Results Posting		
27	Vendor Contract KickOff Meeting		
28	Contract Modifications/Change Orders		
	Cost or Price Analysis- FTA over \$250,000		
29	Renewal/Exercise Options Letters		
30	Records of Protest		
31	Misc. Information/Correspondence		
32	Contract Closeout Documentation		
Additional Considerations &/or Documentation			
	Qualifications Exclude Price (A&E)		
	Serial Price Negotiations (A&E)		
	A&E Geographic Preference		
	Unreasonable Qualifications Requirements		
	Unnecessary Experience		
	Organizational Conflict of Interest		
	Annual Survey Completed		
	Any Known Conflicts on this Procurement		
	Arbitrary Action		
	Brand Name Restrictions		
	Geographic Preferences		
	Contact Period of Performance Limitation		
	Written Procurement Selection Procedures		
	Solicitation Prequalification Criteria		
	Sound and Complete Agreement		
	Rejecting Bids		



	Completed	N/A
Written Record or Procurement History		
Advance Payments		
Progress Payments		
Time and Materials Contracts		
Cost Plus Percentage of Cost		
Liquidated Damages Provisions		
Adequate Competition - Two or More Competitors		

## Procurement File Completion

Added to Contract Admin: ☐Added to CCM: ☐Added to MWBE Tracking Spreadsheet: ☐Added to Contract Spreadsheet: ☐Completed in Bonfire: ☐

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Procurement Analyst

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewer

## Appendix B- Formal Procurement General Contract Clauses

**PROVISIONS OF LAW DEEMED INSERTED:** Each and every provision of law or clause required to be set forth or included in this Invitation for Bids and any resulting contract award shall be deemed inserted herein, such that a contract resulting herefrom shall be read and enforced as though each and every required provision or clause were so set forth. If through mistake or otherwise, any such provision or clause is not included as required, or is not correctly included, and upon the written notice of either party, the contract shall be forthwith physically amended by the CNYRTA to insert, modify or correct such provision or clause.

1. **New York State Clauses:** Any contract award made under this IFB shall include the Standard Clauses for all New York State Contracts (attached hereto as **Appendix I**), the provisions of which are hereby incorporated as if fully set forth herein, and which shall take precedence over any conflicting provision in this IFB or any Bid.

2. **Equal Employment and Affirmative Action Clauses:** Any contract award made under this IFB shall include the Equal Employment Opportunity and Affirmative Action Clauses (attached hereto as **Appendix III**), the provisions of which are hereby incorporated as if fully set forth herein, and which shall take precedence over any conflicting provision in this IFB or any Bid.

3. **Free and Open Competition:** Except in the case of certain governmentally mandated set-asides, the CNYRTA supports free and open competition. Whenever possible, terms, specifications and conditions are designed to accomplish such free and open competition to the extent possible while also satisfying the CNYRTA's procurement needs.

4. **Governing Law, Jurisdiction and Venue:** This IFB, Bid, and any subsequent contract award shall be construed and enforced in accordance with the laws of the State of New York and shall not be construed against the CNYRTA as drafter of the Bid Package. Jurisdiction of any litigation respecting this IFB, Bid or subsequent contract award shall be in New York, with venue in a court of competent jurisdiction located in Onondaga County.

The Bidder agrees that service of process on the Bidder in relation to such jurisdiction may be made as provided in Section I by registered or certified mail, return receipt requested, addressed to any office actually maintained by the Bidder or by actual personal delivery to the Bidder if the Bidder be an individual; to any partner if the Bidder be a partnership; or to an officer, director or managing or general agent if the Bidder be a corporation. Such service shall be deemed sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in different manner.

5. **Conflict of Terms and Conditions:** Any conflict of terms among the Bid Documents or contained in the Bid Package shall be resolved in the following order of precedence: (i) New York Contract Clauses and other required clauses, annexed hereto as **Appendix I and II**; (ii) the terms set forth in this Bid Package; and (iii) the Bid.

6. **Procurement Lobbying:** State Finance Law, sections 139-j and 139-k impose restrictions on communications between the CNYRTA and Bidders during the procurement process. Particularly, Bidders may not have any communications with the CNYRTA intended to influence this procurement from the earliest notice of intent to solicit Bids until a contract is awarded (the "Restricted Period") other than to/with the Designated Contact identified on the cover page. Any CNYRTA employee contacted by a Bidder or prospective Bidder is required to obtain, report and retain information concerning the contact. Such information may be used in Bid evaluation respecting the responsibility of the Bidder making contact.

Certain findings of non-responsibility may result in disqualification or Bid rejection. In the event two such findings are made within a four-year period, the Bidder will be debarred from obtaining governmental procurement contracts. Additional information concerning communications during the Restricted Period is available at the New York State Office of General Services website.

**7. Permitted Communications with the Designated Contact During the Restricted Period:** In the event a Bidder has a question or requires clarification regarding any part of this IFB, such questions or requests for clarification must be made to the Designated Contact in writing. The CNYRTA will not respond to any verbal inquiries. The CNYRTA's response to properly submitted questions or requests for clarification will be in writing. Such responses, if they change or clarify the IFB in a substantial or material manner, will be forwarded by addenda to all individuals or companies to whom a Bid Package was sent prior to Bid Opening.

**8. Recycled Products and Sustainability:** The Successful Bidder shall comply with, when applicable, the policy of New York State and the CNYRTA that all purchases shall incorporate sustainable procurement policies and practices.

In accordance with the provisions of section 165(3) of the State Finance Law, the CNYRTA is required to purchase recycled products, if available, made with recycled content in accordance with rules and regulations established by the State Department of Environmental Conservation. If the cost of a recycled product does not exceed the cost of a product without recycled content by 10 percent (or 15 percent if over 50 percent of the recycled materials are generated from the New York State waste system), the recycled product must be purchased.

**9. Ethics Compliance:** All Bidders and their employees must comply with the requirements of sections 73 and 74 of the Public Officers Law, other New York State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. By signing this IFB, each Bidder certifies full compliance with all applicable laws, codes, rules, regulations and executive orders for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State. Failure to comply with those provisions may result in disqualification from the bidding process, termination of a contract award and/or other civil or criminal proceedings as required by law.

**10. Independent Contractor:** The Successful Bidder and its shareholders, directors, officers, agents, employees or any other person or entity engaged in the Performance shall at all times be independent contractors and not agents, employees, joint ventures or any other similar relation to the CNYRTA. The Successful Bidder bears full and exclusive responsibility for any and all liability, loss, damages and/or expenses which may be suffered as a result of any claim, demand, suit or cause of action which may be made or held against them by reason of breach of contract, negligence, malpractice or any other cause of action on the part of the Successful Bidder, its shareholders, directors, officers, agents, employees or any other person or entity acting on its behalf.

**11. Bidder's Standard Terms:** A Bidder's standard terms and conditions will not be considered relevant to a Bid or any contract award made under this IFB and therefore should not be included as part of any Bid. Any additional terms or conditions attached to or referenced in any Bid shall not be considered part of the Bid; but rather, shall be deemed included for informational purposes only. No extraneous terms will be incorporated into a contract awarded under this IFB unless approved in writing by the CNYRTA. Receipt of any notice indicating a particular Bidder is the Successful Bidder shall not constitute acceptance of any extraneous terms contained in such Successful Bid.

**12. The CNYRTA is a Tax Exempt Entity:** The CNYRTA is exempt from Federal, State and local taxes, thus such taxes should not be included in Bid price calculations; however, the Successful Bidder must pay all salaries and expenses of its employees, as well as all Federal Social Security taxes, Federal and State unemployment taxes, and any similar taxes when assessed or charged. The CNYRTA will furnish necessary exemption documentation to the Successful Bidder.

**13. Notification of Errors, Inquiries and Interpretation:** It is the Bidders' responsibility to bring any technical errors or deficiencies in the Scope of Performance and Specifications to the CNYRTA's attention and to make recommendations for additional requirements deemed necessary, as standard, to complete Performance. If the CNYRTA finds an error or deficiency is significant or necessitates a material modification in the Scope of Performance and Specifications, all individuals or companies to whom/which a Bid Package was sent will be notified in writing of such change by addendum to this IFB.

**14. Interested Parties:** For the purposes of this IFB and any resulting contract award, a person shall be deemed "interested" if s/he holds any position with or employment by a Bidder and performs any functions or exercises any authority in such position or employment respecting the Performance contemplated herein.

No member of the governing body of the CNYRTA, including its subsidiaries, nor any of its directors, officers, employees, agents or servants may be interested, directly or indirectly, in completing the Performance during his/her tenure in such position, and for two years thereafter. Further, no member of the governing body of the locality in which the performance is to be rendered or provided, or any other public official in such locality who exercises any authority or performs any function associated with reviewing or approving the Performance shall have any interest in a contract award made under this IFB. No member of the United States Congress and no resident Commissioner shall have any interest in a contract award made under this IFB.

**15. Indemnification:** The Successful Bidder shall indemnify and hold harmless the CNYRTA, its directors, officers, employees, agents, servants, guests, invitees or any other person or entity acting for or on behalf of the CNYRTA against all risk of loss of whatever nature, including but not limited to any and all losses, expenses, damages, and liabilities, including reasonable attorney's fees, the costs of consultants and/or experts and court fees arising out of the intentional or negligent acts or omissions of the Successful Bidder or any person or entity acting on its behalf for any and all damage or liability causing bodily injury, wrongful death or property damage and arising out of or in connection with the Performance described herein whether sustained before, during or after the completion thereof. **This provision shall survive completion, expiration, cancelation or termination of any contract resulting from this IFB.**

**16. Iran Divestment Act:** By submitting a Bid, the Bidder certifies 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" list ("Prohibited Entities List"), or the most current version thereof, posted at the New York Office of General Services website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>; and further certifies that it will not utilize any subcontractor identified on the Prohibited Entities List during the course of its Performance. Such certification is provided herewith as an Exhibit.

If the CNYRTA receive information that a person (as defined in State Finance Law section 165-a) is in violation of the above-referenced Certifications during the Contract Period, it 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 in violation of the Act within 90 days of a violation determination, then the CNYRTA shall take such action as may be appropriate and provided for by law, rule, or contract, including but not limited to, seeking compliance, recovering damages or declaring the Successful Bidder in default.

The CNYRTA reserves the right to reject a Bid from an entity that appears on the Prohibited Entities List prior to a contract award, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after a contract award.

**17. Bidder Protests and Debriefing:** (i) Bidder Protests. A Bidder has the right to protest any aspect of this procurement at the pre- or post-bid stage. If Bidder seeks to protest, additional information about the procedure therefore may be obtained from CNYRTA's Chief Administration Officer. (ii) Bidder Debriefings. Upon notification of a contract awarded

under this IFB, unsuccessful Bidders are entitled to, and shall receive, upon request, a debriefing concerning evaluation of their Bid and the reasons why it was not selected for a contract award. Such debriefings are typically conducted in person, but may also be conducted by video conference, telephone conference or through written summaries if agreed to by the unsuccessful Bidder. During a debriefing, the CNYRTA reserves the right to limit the discussion to the reasons the Bid was unsuccessful, the reasons the winning Bid was selected and offer advice or guidance to the unsuccessful Bidder to improve future Bids.

**18. Dispute Resolution:** The Successful Bidder must agree to engage in a dispute resolution process with a designated officer of the CNYRTA to address issues or disputes respecting Performance. If a satisfactory resolution cannot be found, the CNYRTA reserves the right to terminate the contract. The Designated Contact identified on the front page of this IFB shall provide additional information concerning dispute resolution upon written request.

**19. No Arbitration:** Disputes involving this IFB, any Bid or contract award, including breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without CNYRTA's written consent.

**20. Termination:** The CNYRTA shall reserve the right to terminate any contract whether or not awarded under this IFB upon prior written notice to the Successful Bidder in the event of any of, but not limited to, the following: (i) if through any cause or for any reason the Successful Bidder fails to timely and properly satisfy any obligation herein or violates any applicable law, rule, regulation, ordinance, covenant, agreement or stipulation; (ii) the Successful Bidder makes an assignment for the benefit of creditors, a petition in bankruptcy or any insolvency proceeding is filed by or against the Successful Bidder and is not dismissed within thirty (30) calendar days from the filing date, or all or substantially all of the Successful Bidder's property is levied upon or sold in any judicial proceeding; (iii) if funds become unavailable; (iv) in the event the State Finance Law sections 139-j and 139-k certifications are found to be false or incomplete; or (v) if applicable, the Department of Taxation and Finance Contractor Certification form, ST 220-CA statements are found to be false or incomplete.

In the event of termination, all finished and unfinished Performance by the Successful Bidder hereunder shall, at the option of the CNYRTA, become the CNYRTA's property and the Successful Bidder shall be entitled to receive reasonable compensation for any satisfactory Performance through the date of termination. Notwithstanding the above, termination shall not relieve the Successful Bidder of liability to the CNYRTA, which shall be held harmless and indemnified for any damages sustained by it or any of its employees, board members, officers, employees, agents or other representatives by virtue of the termination. Upon termination, the CNYRTA may withhold any full or partial payments for the purposes of set-off until the exact amount of damages due the CNYRTA can be determined.

**21. Freedom of Information Law:** Bidders acknowledge that the CNYRTA is a public entity and the Bidder's proprietary information, which may include trade secrets owned by the Bidder, may be subject to disclosure pursuant to New York State Public Officers Law or similar applicable laws.

As a New York State Public Authority, any and all agreements to which the CNYRTA is a party are considered public records and are subject to disclosure under the New York State Freedom of Information Law ("FOIL"). During the Bid evaluation process, the content of each Bid will be held in confidence and no details contained in any Bid will be revealed (except as may be required by law). Trade secrets or information, the disclosure of which would cause injury to the competitive position of commercial enterprises, may be protected from disclosure under FOIL during and after Bid evaluation. However, it is the Bidder's obligation to bring the existence of such Trade Secret or other proprietary information to the CNYRTA's attention.

**SHOULD YOU FEEL YOUR BID CONTAINS TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, YOU MUST SUBMIT A REQUEST TO EXCLUDE SUCH INFORMATION FROM DISCLOSURE IN RESPONSE TO A FOIL REQUEST. REQUESTS MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE**

**PROTECTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME A BID IS SUBMITTED. REQUESTS FOR EXCLUSION OF THE ENTIRE CONTENTS OF A BID IN RESPONSE TO A FOIL REQUEST HAVE GENERALLY NOT BEEN FOUND MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXCLUSION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR COMPANY.**

**22. Save Harmless; Intellectual Property Infringement:** By submitting a Bid, the Bidder agrees to save, keep, hold harmless and fully indemnify the CNYRTA and its board members, officers, agents, employees or any other person or entity acting for or on its behalf from and against any and all claims based on purported infringement of the patent, trademark, copyright or trade secret rights of any entity, person or persons in consequences of the use by CNYRTA, or by any person or entity acting for or on its behalf during the course of Performance and of which the Bidder is not lawfully entitled to sell or use, provided that the CNYRTA gives the Bidder prompt notice in writing of any demand, claim or suit together with all information necessary to defend the same.

**23. Release of Liens:** The Successful Bidder shall, at the time it certifies final payment from CNYRTA, also certify to the CNYRTA in writing that all consultants, material suppliers, subcontractors, agents and employees have been paid and that the Successful Bidder has in its possession and will provide to CNYRTA upon request and in form satisfactory to the CNYRTA, releases or waivers of liens from all consultants, material suppliers, subcontractors, employees or persons contracting with the Successful Bidder in connection with the Performance.

**24. Ownership of Documents, Records and Other Information:** All notes, estimates, designs, drawings, plans, specifications, technical data, memoranda and any other information, instrument or document produced or purchased by the Successful Bidder and paid for by CNYRTA in connection with the Performance shall be the sole property of the CNYRTA, and the CNYRTA is vested with all rights therein of whatever kind and however created, whether by common law, statutory law or by equity. The Successful Bidder agrees that the CNYRTA shall have access, at all reasonable times, to inspect and make copies of all notes, estimates, designs, drawings, plans, specifications, technical data, memoranda and any other information, instrument or document produced or purchased in connection with the Performance. The CNYRTA agrees that it will not sell, assign or modify documents, nor will it permit any other governmental or private entity to use any notes, estimates, designs, drawings, plans, specifications, technical data, memoranda and any other information, instrument or document produced or purchased in connection with the Performance, but will retain such documents for a period of not less than six (6) years.

**25. Rights and Remedies of the CNYRTA:** The CNYRTA shall have the following rights in the event it deems the Successful Bidder in breach of any term whatsoever set forth herein: (i) the right to take over and complete Performance, or any part thereof, as agent for and at the expense of the Successful Bidder, either directly or through another individual or entity; (ii) the right to cancel a contract awarded under this IFB as to any or all of the Performance not completed at such time; (iii) the right to specific performance, an injunction or any other remedy; and (iv) the right to money damages. For the purpose of this IFB and any contract awarded hereunder, breach shall include the following, whether before, during or after the time for performance of an obligation set forth herein: (i) a statement by the Successful Bidder to any representative of the CNYRTA indicating that it cannot or will not perform any one or more of its obligations; (ii) any act or omission of the Successful Bidder or any other occurrence which makes it improbable that he/she/it will be able to perform any one or more obligations contained herein; and (iii) any suspension of performance of, or absence of progress on, any part of the obligations set forth herein which makes it improbable that he/she/it will be able to perform any one or more of its obligation(s). The enumeration in this numbered clause or elsewhere in this Bid Package of specific rights and remedies of the CNYRTA shall not be deemed to limit any other rights or remedies which the CNYRTA would have in the absence of such enumeration. No exercise by the CNYRTA of any right or remedy shall operate as a waiver of any other rights or remedies or stop the CNYRTA from exercising any and all other rights or remedies available to it.



26. **Successors and Assigns:** The terms and conditions contained herein shall be binding upon the parties thereto and on their heirs, executors, administrators, successors and assigns; provided however, that no part of the Performance nor any moneys due or to become due the Successful Bidder may be assigned without the written consent of the CNYRTA.

27. **No Third-Party Rights:** Nothing contained in this IFB is intended for benefit of third persons, except to the extent specifically provided by use of the word “benefit” or “direct right of action,” and no provision herein shall be construed as creating any third party rights.

28. **Terms:** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person as required by context.

29. **Section and Subsection Titles:** The section and subsection titles are inserted for convenience only, are not part of the IFB and do not in any way limit or amplify the terms and provisions herein.

30. **Counterparts:** Any document contained in this Bid Package may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. **Severability:** The provisions herein shall be deemed severable, and if any provision or part thereof is held to be illegal, void, voidable, invalid, non-binding or unenforceable in its entirety, partially or as to any party for any reason, such provision may be changed, consistent with the intent of the parties as expressed herein, to the extent reasonably necessary to make the provision legal, valid, binding and enforceable. If any provision or part thereof is held to be illegal, void, voidable, invalid, non-binding or unenforceable in its entirety, partially or as to any party for any reason and if such provision cannot be changed to be consistent with the intent of the parties as expressed herein in a manner which makes it fully legal, valid, binding and enforceable, then such provisions shall be stricken and the remaining provisions shall not be affected or impaired in any way, but shall remain in full force and effect.

32. **Safe Operation of Motor Vehicles:** (i) Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency. (ii) Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## **Appendix C- Formal Procurement NYS Standard Contract Clauses**

<https://ogs.ny.gov/system/files/documents/2023/06/appendix-a-june-2023.pdf>

## **Appendix D- FTA Circular 4220 (Most Current Version)**

<https://www.transit.dot.gov/sites/fta.dot.gov/files/2025-01/Third-Party-Contracting-Guidance-%28Circular-4220.1G%29.pdf>

## **Appendix E- FTA Best Practices Manual**

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf>

## Appendix F- FTA Required Contract Clauses

### APPENDIX II Federal Transit Administration Contract Clauses

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

**DISCLAIMER:** The Contractor is hereby placed on notice that CNYRTA receives funding from the Federal Government by way of grants from the Federal Transit Administration (“FTA”). As a condition of receiving such grants, the CNYRTA is obligated to comply various Federal laws and regulations, as well as with all applicable provisions of a Master Agreement between the FTA and its grant recipients. All applicable provisions of the Master Agreement are, where not otherwise provided for, hereby incorporated by reference herein. Contractors may obtain a copy of the Master Agreement, as may be amended from time to time, from the FTA’s website: <http://www.fta.dot.gov/documents/19-Master.pdf>.

#### Applicable to all FTA-Assisted Third Party Contracts

**1. No Federal Government Obligation to Third Parties.** The CNYRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to the CNYRTA, the Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the Contract. The Contractor further agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**2. Program Fraud and False or Fraudulent Statements and Related Acts.** The following provisions relate to program fraud and false or fraudulent statements or related acts:

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government

reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate;

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.; and

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**3. Access Records and Reports.** (a.) Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records. (b.) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all

such litigation, appeals, claims or exceptions related thereto. (c.) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337. d. Access to the Sites of Performance. The Contractor agrees to permit FTA, and its contractors, access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

#### **4. Changes to Federal Requirements.**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the CNYRTA and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of the Contract. The Master Agreement is available as indicated in the Notice and Disclaimer preceding the clauses herein.

#### **5. Civil Rights Laws and Regulations.**

The following requirements apply to the Contract: The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act,” 49 C.F. R. Part 21 and any implementing requirement FTA may issue. 1 Federal Equal Employment Opportunity (EEO) Requirements. These include but are not limited to: a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and



activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity. b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin. 2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex. 3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity 9 April 25 Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age. 4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies. Civil Rights and Equal Opportunity The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from

inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof. 1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. 2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. 3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any 10 April 25 Implementing requirements FTA may issue. 4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et

seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. 5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## 6. Disadvantaged Business Enterprises.

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The CNYRTA's goal for participation of Disadvantaged Business Enterprises (DBE) in FTA assisted contracts is an aspirational 1 percent of the overall contract price. A separate contract goal has not been established for this procurement unless so stated in the specifications or scope of performance.

(b) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

(c) If a separate contract goal has been set in the specifications/scope of performance, Contractors are required to document sufficient DBE participation to meet such goals or, alternatively, document adequate good faith efforts to do so as provided for in 49 C.F.R. 26.53.

To the extent DBE requirements apply, award of this contract is conditioned on submission of the following information concurrent with Bid or Proposal Submission:

1. The names and addresses of DBE firms that will participate in the Contract;



2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the Contractor's commitment to use a DBE subcontractor whose participation it submits to meet the Contract goal;

5. Written confirmation from the DBE that it is participating in the Contract as provided in the Contractor's commitment; and

6. If the Contract goal is not met, evidence of good faith efforts to do so.

Contractors must present the information required above as a matter of responsiveness with Bid or Proposal Submissions (see 49 C.F.R. 26.53(3)).

If no separate contract goal is established, the Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of Performance.

(d) The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory Performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the CNYRTA. In addition, the Contractor may not hold retainage from its subcontractors; is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the CNYRTA and contractor's receipt of the partial retainage payment related to the subcontractor's work as the case may be based on the scope and nature of the Contract.

(e) The Contractor must promptly notify the CNYRTA whenever a DBE subcontractor participating in Performance is terminated or fails to perform and must make good faith efforts to engage another DBE subcontractor to complete at least the same amount of the work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces, or those of an affiliate, without prior written consent of the CNYRTA.

**7. Incorporation of Federal Transit Administration Terms.** The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

**8. Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

**9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: 1) Procure or obtain; 2) Extend or renew a contract to procure or obtain; or 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video

surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. 22 Jun-24 c) See Public Law 115-232, section 889 for additional information. d) See also § 200.471.

**10. Prompt Payment.** The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify CNYRTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CNYRTA.

**Applicable to All Contracts Exceeding \$10,000.00**

**11. Termination.** The following clauses relate to termination of the rights and obligations of the Contract:

(a) **Termination for Convenience.** The CNYRTA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs,

including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the CNYRTA for payment due the Contractor under the provisions herein. If the Contractor has any property in its possession belonging to the CNYRTA, the Contractor will account for the same and dispose of it in the manner directed by the CNYRTA.

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

(c) Opportunity to Cure. The CNYRTA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such 27 April 25 termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(d) Waiver of Remedies for any Breach. In the event the CNYRTA elects to

waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the CNYRTA shall not limit the CNYRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

**Applicable to All Contracts Exceeding \$25,000.00**

**12. Notification to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters.** If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel, phone: 202-366-4011, and FTA Regional Counsel for Region:

FTA Region 2 Office  
One Bowling Green, Room 4289  
New York, New York 10004-1415  
Telephone: (212) 668-2170

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

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel and Regional Counsel for Region II, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted

a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the CNYRTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the CNYRTA. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the CNYRTA, including divisions tasked with law enforcement or investigatory functions.

**13. Suspension and Debarment.** This Contract is a covered transaction for purposes of 2 C.F.R. part 1200. As such, the Contractor is required to verify that the Contractor, its principals, or affiliates, are not excluded or disqualified as defined at 2 C.F.R. part 180.110. The Contractor is required to comply with 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 and must include this requirement to comply in any lower tier covered transaction it enters into.

**Applicable to All Contracts Exceeding the Current Simplified Acquisition Threshold (\$250,000.00)**

**14. Violation and Breach of Contract.** The following provisions relate to breached of the Contract and Dispute Resolution procedures:

- (a) Disputes Arising During Performance. Disputes arising during Performance that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CNYRTA's Chief



Executive Officer. This decision shall be final and conclusive, unless within ten (10) days from the date of receipt of the decision, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer. In connection with any appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

(b) Performance During Dispute. Unless otherwise directed by the CNYRTA, the Contractor shall continue Performance while matters in dispute are being resolved.

(c) Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party, or of any of his/her/its employees, agents or those whose acts he/she/it is legally liable for, a claim for damages shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

(d) Remedies. Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CNYRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of New York venue in Onondaga County.

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

**15. Buy America Requirements.** Where the contract value exceeds the Simplified Acquisition Threshold and when performance thereunder involves construction or acquisition of tangible property, the Contractor agrees to comply with 49 U.S.C. 5323(j), 49 C.F.R. Part 661 and 2 CFR § 200.322 Domestic preferences for procurements,

which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

**Applicable to All Contracts Exceeding \$100,000.00 by Statute**

**16. Byrd Anti-Lobbying Amendment.**

Contractors who submit a Proposal or Bid, as the case may be, for an award of \$100,000 or more shall file the certification required by 2 C.F.R. Part 418, "New Restrictions on Lobbying." Each tier of Contractor must certify to the tier above that it will not use and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf using non-federal funds with respect to that federal contract,

grant or award covered by 31 U.S.C. 1352. Such disclosures must be forwarded from tier to tier until they reach the CNYRTA.

**17. Clean Air.** The Contractor agrees to:

- (a) comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*;
- (b) report every violation thereof to the CNYRTA and understands and agrees that the CNYRTA will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.;
- and (c) include these requirements in each subcontract exceeding \$150,000.00 funded in whole or in part with federal assistance provided by the FTA.

**18. Clean Water.** The Contractor agrees to:

- (a) comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*;
- (b) report every violation thereof to the CNYRTA and understands and agrees that the CNYRTA will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.;
- and (c) include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the FTA.

**Applicable to All Contracts Involving Acquisition of Items Designated by the Environmental Protection Agency Exceeding \$10,000.00**

**19. Recycled Products Requirements.**

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding



fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **Applicable to All Contracts Involving Transportation of Persons or Property**

**20. Cargo Preference Requirements; Use of United States-Flag Vessels.** Where the FTA assisted contract involves the transport of property suitable for shipment by ocean vessel, the Contractor agrees to:

- (a) use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381;
- (b) furnish within 20 business days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- (c) include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

**21. Fly America Requirements.** Where the FTA assisted contract involves international air transportation for persons or property, the Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that

recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

#### **Applicable to Contracts Involving Construction and Non-Construction Activities**

**22. Contract Work Hours and Safety Standards.** The following provisions apply to work hours and safety standards:

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages which shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required herein.

(c) Withholding Unpaid Wages and Liquidated Damages. The CNYRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined as necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Subcontracts. The Contractor or subcontractor shall insert all clauses in this section in any subcontracts, as well as a clause requiring subcontractors to include the same in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

#### **23. Davis-Bacon and Copeland Anti-Kickback Acts.**

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans



or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**24. Veterans Preference.** Construction contracts of Federal Financial Assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**Applicable to Contracts Involving Construction Activities Exceeding \$250,000.00**

**25. Bond Requirements.** The following bonding requirements apply to types of contracts as indicated and as the case may be with respect to the underlying Contract:

(a) Bid Bond Requirements (Construction).

(i) Bid Security. A Bid Bond must be issued by a fully qualified surety company acceptable to the CNYRTA and listed as a company currently authorized under 31 C.F.R., Part 22 as possessing a Certificate of Authority as described thereunder.

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

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of the CNYRTA, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided

above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of the CNYRTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

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

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

(b) The Contractor shall be required to obtain performance bonds as follows:

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

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

(c) The Contractor shall be required to obtain payment bonds as follows:

(i) The penal amount of the payment bonds shall equal: (1) fifty percent of the contract price if the contract price is not more than \$1 million; (2) forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or (3) two and one half million if the contract price is more than \$5 million.

(ii) If the original contract price is \$5 million or less, the CNYRTA may require additional protection as required by subparagraph (b) if the contract price is increased.

(d) Performance and Payment Bonding Requirements (Non-Construction). The Contractor may be required to obtain performance and payment bonds when necessary to protect CNYRTA's interest.

(i) The following situations may warrant a performance bond: (1) the CNYRTA's property or funds are to be provided to the Contractor for use in performing the contract or as partial compensation (as in retention of salvaged material); (2) a contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable; (3) substantial progress payments are made before delivery of end items starts; (4) contracts are for dismantling, demolition, or removal of improvements.

(ii) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows: (1) the penal amount of performance bonds shall be 100 percent of the original contract price, unless the CNYRTA determines that a lesser amount would be adequate for its protection; (2) the CNYRTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The CNYRTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(iii) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the CNYRTA's interest.

(iv) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows: (1) the penal amount of payment bonds shall equal fifty percent of the contract price if the contract price is not more than \$1 million; forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or two and one half million if the contract price is increased.

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



advance payment bond necessary for its protection.

(f) Patent Indemnity. The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. CNYRTA shall determine the amount of the patent indemnity necessary for its protection.

(g) Warranty of the Work and Maintenance Bonds.

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

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

**Applicable to Contracts Involving Construction and Architectural and Engineering Services**

**26. Seismic Safety Requirements.** The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify compliance to the extent required by such regulations. The Contractor also agrees to ensure that all Performance, including Performance by subcontractors, is in compliance with the Seismic Safety standards and the certification of compliance issued for the project.

**Applicable to Contracts Involving Transit Operations**

**27. Charter Service Operations.** The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter services using federally funded equipment or facilities if at least one private charter operator willing and able to provide such service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing. The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

**28. School Bus Operations.** The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(f); 2. FTA regulations, "School Bus Operations,"

49 C.F.R. part 605; 3. Any other Federal School Bus regulations; or 4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may: 1. Bar the Contractor from receiving Federal assistance for public transportation; or 2. Require the contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

**29. Transit Employee Protective Agreements.**

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b): 1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract. 2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract. 3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

**Applicable to Contracts Involving Transit Operations and Safety Sensitive Functions**

**30. Drug Use and Testing/Alcohol Misuse and Testing.** The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655,



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

**31. Federal Privacy Act Requirements.** When files containing drug and alcohol enforcement activities are created and maintained in connection with an FTA assisted contract, the following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Contract.

(b) The Contractor agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by the FTA.

#### **Applicable to Contracts Involving Intelligent Transportation Systems**

**32. Conformance with ITS National Architecture.**

The following restrictions imposed by federal law may affect a particular procurement:

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted

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

#### **Applicable to Contracts Involving Research and Development**

**33. Patent Rights and Rights in Data.**

Intellectual Property Rights This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract. 1. The

Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct. 3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. 4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. 5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government



that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work. 6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **Applicable to Contracts for Rolling Stock, Facilities Construction, Facilities Renovation**

**34. ADA Access.** The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

#### **FTA Protest Procedures**

*Some CNYRTA procurements are funded, at least in part, by the Federal Transit Administration ("FTA"). Whenever a procurement involves FTA funds, the FTA requires that CNYRTA make available certain protest procedures. Any Proposer seeking to protest this procurement may direct general questions and questions respecting applicability of FTA protest procedures to CNYRTA's Vice President of Finance.*

#### **Submittal Procedures:**

1. An interested party wishing to file a protest shall send a written submission to CNYRTA's Vice President of Finance (VP) by email at [protest@centro.org](mailto:protest@centro.org). A PDF copy of the protest and supporting documents shall be included in the email.
2. The protest shall include, at a minimum:
  - a. The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
  - b. Identity of the contact person for the protesting party, including name, title, address, telephone, and email address. CNYRTA will send all documents and notices concerning the protest, including the decision on the protest to the email address provided by the protesting party. The protesting party shall be deemed to have received such documents and notices when CNYRTA sends them to the email address provided;
  - c. Identification of the Contract title and Contract number in the IFB/RFP Document;
  - d. A description of the nature of the protest, referencing the portion(s) of the solicitation involved. Protesting party shall include all supporting facts, documents and data with the protest;
  - e. Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based, including specific citations and description of how the law, regulation or governance was violated;
  - f. A statement of the specific relief requested; and
  - g. A notarized affirmation by the protestor (if an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

#### **Protest of the Solicitation Process:**

1. A protest of the solicitation process is a protest related to the technical scope or specification, terms, conditions, or form of a solicitation or process relating thereto.
2. This type of protest shall be filed no later than five (5) calendar days prior

to the submission deadline set in the solicitation document or five (5) calendar days after the interested party receives the solicitation document from the Procurement Officer, whichever occurs first. If an interested party obtains the solicitation document from the Procurement Officer within five (5) days of the submission deadline in the solicitation document, the interested party shall submit a protest of the solicitation process within forty-eight (48) hours of receipt of the solicitation document from the Procurement Officer or forty-eight (48) hours prior to the submission deadline identified in the solicitation document, whichever occurs first. If an interested party obtains the solicitation document from the Procurement Officer less than forty-eight (48) hours prior to the submission deadline identified in the solicitation document, the interested party shall be deemed to have waived their right to file a protest of the solicitation process.

3. For protests of the solicitation process, the VP may choose to extend the solicitation process if such extension is necessary to afford an adequate opportunity to render a full and accurate determination on the protest.
4. A written decision on protests of this type shall be provided to all interested parties prior to the submission deadline set in the solicitation document.
5. Should the protest be upheld in whole or in substantial part, the VP shall issue instructions to remedy issues relating to the protest, which may include:
  - a. Amending the solicitation to correct the document or process accordingly and extend the deadline;
  - b. Cancel the solicitation in its entirety.

#### **Protest of the Evaluation Process:**

1. All interested parties must formally submit a written protest to the VP no later than five (5) business days after notification of non-award.
2. Any proposer may protest the evaluation process on one or more of the following grounds:
  - a. The recommended awardee does not meet the requirements of the solicitation;
  - b. The bid or proposal recommended for acceptance

- does not meet the criteria of the solicitation or award;
- c. The interested party objects to CNYRTA declaring their response to the solicitation document non-responsive or CNYRTA declaring them non-responsive;
- d. The evaluation process conducted by CNYRTA is improper, illegal, or the decision to recommend award is arbitrary and capricious.

#### **Processing of Protests:**

1. The VP shall notify all interested parties of the receipt of a protest, the type of protest, and nature of the protest within a reasonable time of the filing.
2. If the solicitation document contemplates using federal funds to pay for the resulting deliverables, in whole or in part, the appropriate personnel shall notify the regional office of the Federal Transit Administration (FTA) of the filing of a protest and keep them informed of its status.
3. In determining a protest, the VP shall be authorized to take appropriate measure, which in their discretion would ensure compliance with the provisions and purposes of the procurement manual.

#### **Evaluation of Protests:**

1. The VP may decide a protest solely upon the written submission provided by the protesting party. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the VP. Failure to submit information requested by the VP in the time allotted shall result in a denial of the protest. The VP may offer the protesting party the opportunity to discuss the matter in person or telephonically.
2. The VP shall render a decision of all protests within ten (10) business days after receipt of a protest and shall render one of the following determinations:
  - a. Protest is overruled;
  - b. Protest is substantiated. In such cases, the VP shall issue instructions to remedy issues relating to the protest; or
  - c. Procurement activity is suspended until further written notification by the VP.
3. The decision shall be in writing, shall provide, at a minimum, a general response to each material issue raised in the protest and shall be signed by

the VP. The decision shall be sent to the protesting party at the email address provided with the protest.

4. A notice of the decision shall be provided to all interested parties.
5. The VP's decision is the Authority's final determination of the dispute.
6. The protesting party may file an appeal of the VP's decision pursuant to Federal law or FTA rules. In accordance with Federal law, review of protests by the FTA may be requested only after exhaustion of all administrative remedies with CNYRTA and are limited to the following:
  - a. Violations of Federal law or regulation; and/or
  - b. Violations of CNYRTA's protest procedures for failure to review a complaint or protest in accordance therewith.
7. Protesting party shall provide a copy of the protest to CNYRTA simultaneously with its submission to FTA.

#### **Record of Protest:**

1. The Procurement Officer shall retain all documents pertaining to the protest in the procurement record. The procurement protest file shall include reasonable and adequate documentation of the protest and outcome of the protest.
2. The protest file shall include the following:
  - a. The protest, including supporting documentation; and
  - b. Record of determination of protest timeliness.

**Amended CNYRTA Substance Abuse Policy**

An independent consulting company (RLS & Associates Inc.) was hired by the New York State Department of Transportation (NYSDOT) to conduct drug and alcohol reviews for NYSDOT FTA sub-recipients. CNYRTA (Centro) qualifies as a sub-recipient under NYSDOT because we receive state funding. One aspect of the audit was for the independent consultant to review Centro's substance policy for regulatory updates to be compliant with the Federal Transit Administration (FTA) Drug and Alcohol Testing Regulations 49 CFR Part 40.

The consultant proposed some minor modifications to Centro's substance abuse policy. The substantial changes were adding our new location, Centro of Cortland Inc and removing "urine" drug test and referring to it as "drug" test or "urine" sample as "specimen". The generalization for tests and/or samples is due to possible future testing changes being approved under the FTA. Other recommended modifications were clarifications to Centro's substance abuse policy under the FTA guidelines.

The amended CNYRTA Substance Abuse policy which complies with FTA regulations is attached. The changes are highlighted for the board of members' review.

We will need a motion from the Board of Members to adopt the revised Centro Substance Abuse policy.

**CENTRAL NEW YORK REGIONAL  
TRANSPORTATION AUTHORITY**

**CNY CENTRO, INC.  
CENTRO OF OSWEGO, INC.  
CENTRO OF CAYUGA, INC.  
CENTRO OF ONEIDA, INC. (Rome)  
CENTRO OF ONEIDA, INC. (Utica)  
WM F. WALSH INTERMODAL TRANSPORTATION CENTER, INC.  
**CENTRO OF CORTLAND, INC.****

**(“CENTRO”)**

***SUBSTANCE ABUSE POLICY***

***AND***

**Guidance Regarding Over the Counter (OTC) and  
Prescription Drug Utilization**

*Revised June 2025*

**SUBSTANCE ABUSE POLICY**  
*and*  
**Guidance Regarding Over the Counter (OTC)/  
Prescription Drug Utilization**

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# **SUBSTANCE ABUSE POLICY**

This substance abuse policy, as revised, was adopted by the Board of Members of the Central New York Regional Transportation Authority (“CNYRTA”) on January 24, 2003. For the purpose of this policy, “Centro” refers to CNYRTA and its operating subsidiary corporations, including CNY Centro, Inc., Centro of Oswego, Centro of Cayuga, **Centro of Cortland, Inc.**, Centro Parking, and Centro of Oneida, Rome & Utica Division.

## **1.0 POLICY**

Centro is dedicated to providing safe, dependable, and economical transportation services to our passengers. We also recognize that our employees are our most valuable resource, and it is our goal to provide a healthy, satisfying working environment which promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in safe, productive, and healthy manner; (2) assure that employees are fit for duty; (3) create a workplace environment free from the adverse effects of drug and alcohol use; (4) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and, (5) make an employee assistance program available to employees whose personal problems, including alcohol or drug dependency, adversely affect their ability to perform their duties. Participation in the drug and alcohol program is a term and condition of initial and continued employment for all employees who are designated as holding safety sensitive positions as well as all other employees of Centro.

## **2.0 PURPOSE**

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the use of alcohol and prohibited drugs. This policy is also intended to comply with all applicable regulations governing anti-drug use in the workplace, specifically the regulations of the U.S. Department of Transportation in 49 CFR Parts 40 and 655 promulgated and amended under the Omnibus Transportation Employee Testing Act of 1991. These regulations are incorporated by reference into this policy and copies will be made available for review by employees when requested. This policy will be kept current to comply with any applicable new or revised federal regulations. This policy requires drug and alcohol testing for employees responsible for safety-sensitive functions and prevents performance of safety-sensitive functions when there is a positive test result, or refusal to test. In addition, the Drug-Free Workplace Act of 1988 requires the establishment of drug-free workplace policies and the reporting of certain drug related offenses to the Company. This policy incorporates those requirements for safety-sensitive employees and all other employees of Centro.

Those elements of this policy which are not mandated by the DOT regulations, but which are required by Centro policy, have been identified as such.



Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40 as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

### **3.0 APPLICABILITY**

This policy applies to all Centro employees, both Full and Part-time employees, and contractors when they are on Centro property or, when performing transit related business off-site. **Under the sole authority of Centro,** this policy also applies when employees are in uniform. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Employees and contractor employees will not be permitted to conduct transit business if found to be in violation of this policy.

Where designated, this policy applies to those personnel who operate, maintain, and control the movement of revenue service equipment, maintain revenue service equipment, and commercial driver's licenses (CDL) holders who operate non-revenue service vehicles.

The testing of employees with safety-sensitive job functions, as defined by the DOT regulations, is required by the DOT regulations as well as by this policy. Testing of other employees is required by this policy including employees under the age of 18. Parental or guardian consent is required for all testing of minor employees.

### **4.0 DEFINITIONS - PROHIBITED SUBSTANCES**

The following categories of prohibited substances are addressed by this policy:

- Illegally Used Controlled Substances or Drugs under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812); and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. For purposes of this policy, illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine,

amphetamines, opioids, and phencyclidine. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- Legal Drugs - The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, under the sole authority of Centro, the use of any substance which carries a warning label that indicates that mental functioning, motor skills or judgment may be adversely affected must be reported to supervisory personnel and medical advice should be sought, as appropriate, before performing work-related duties.
- Alcohol - The use of alcohol-containing beverages or substances such that alcohol is present in the body while performing transit business is prohibited. Presence is defined under DOT regulations 49 CFR Part 40 as an alcohol concentration of 0.02 or greater. Centro shall prohibit a covered employee, while having an alcohol concentration of 0.04 or greater, from performing or continuing to perform a safety-sensitive function as defined by 49 CFR Section 655.31(b).

#### **4.1 DEFINITIONS - SAFETY-SENSITIVE FUNCTIONS**

As defined by the FTA the following employees are considered to have safety-sensitive job functions:  
:

- \* operators of revenue service vehicles whether in or out of service
- \* personnel who control the dispatch or movement of revenue service vehicles
- \* personnel who maintain revenue service vehicles or equipment
- \* commercial drivers license (CDL) holders who operate non- revenue service vehicle
- \* persons who carry firearms for security purposes

Centro reviewed duties performed by all employees to determine safety-sensitive positions. A list of job titles which have been identified as safety-sensitive under the DOT regulations, and additional job titles which are considered to be covered under Centro policy, is attached as Appendix "A." Any new job titles will be analyzed to determine if they have safety-sensitive duties.

Any employees who are not considered to be safety-sensitive, as defined by USDOT-FTA, under this policy will be tested using a non-DOT form and will be placed in a separate non-DOT random testing pool, unless their positions require them, at times, to perform safety-sensitive duties as defined by the FTA (e.g., fill in when safety-sensitive employees that they supervise are absent).



Volunteers are not covered by this policy, unless they drive a vehicle which requires that they have a CDL and/or perform a safety-sensitive function and receive remuneration in excess of their actual expenses.

## **5.0 MANUFACTURE, TRAFFICKING, POSSESSION, AND USE**

Any employee engaging in the manufacture, distribution, dispensing, possession, or use of prohibited substances (controlled substances or illegal drugs or alcohol) on Centro premises, in transit vehicles, or while on Centro business will be terminated. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

These consequences are not mandated by the DOT, but they are required by this policy.

### **5.1 ALCOHOL USE**

The use of alcohol containing beverages or substances is specifically prohibited in the following instances:

- \* 4 hours prior to performing a safety-sensitive function
- \* while performing a safety-sensitive function
- \* while scheduled for on-call duty for a safety-sensitive function
- \* for 8 hours following an accident or until a post accident alcohol test is administered

Those elements of this policy which are not mandated by the DOT regulations, but which are required by Centro policy, have been identified as such.

### **5.2 INTOXICATION/UNDER THE INFLUENCE**

Any employee who is reasonably suspected of being intoxicated, impaired, or under the influence of a prohibited substance, having a prohibited substance in the body shall be suspended from job duties pending an investigation and verification of condition. Employees who fail to pass a drug or alcohol test shall be subject to disciplinary action, up to and including termination.

These consequences are not mandated by the DOT, but they are required by this policy.

### **5.3 COMPLIANCE WITH TESTING REQUIREMENTS**

To maintain a drug and alcohol-free workplace, all employees will be subject to drug and alcohol testing. Any employee who refuses to take a drug or alcohol test, as defined below shall be subjected to the same consequences as a verified positive test result.

A “Refusal to Test” is a rule violation and is equivalent to a verified positive test result in the following situations:

1. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer.

2. Fails to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
3. Fails to attempt to provide a specimen. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
4. In the case of a directly observed or monitored urine drug collection, fail to permit the observation or monitoring of your provision of a specimen.
5. Fails to provide a sufficient quantity of specimen without a valid medical explanation.
6. Fails or declines to take a second test as directed by the employer or collector for drug testing.
7. Fails to undergo a medical evaluation, as required by the MRO or the employer's Designated Employer Representative (DER).
8. Fails to cooperate with any part of the testing process.
9. If the MRO reports that, there is verified adulterated or substituted test result.
10. Failure to follow an observer's instructions to raise and lower clothing and turn around during a directly observed test.
11. Possess or wear a prosthetic or other device used to tamper with the collection process.
12. Admit to the collector or MRO that you adulterated or substituted the specimen.
13. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
14. Fail to remain readily available following an accident.

There may be consequences under this policy, even though there are no consequences under DOT agency regulations, for having a verified positive result on, or for failing or refusing to take, a non-DOT test that is required by this policy.

#### **5.4 NOTIFYING CENTRO OF CRIMINAL DRUG CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify Centro of any criminal drug statute conviction for a violation occurring in the workplace within than five days after such conviction. Failure to comply with this provision shall result in disciplinary action, up to and including termination.

The Company will notify the FTA of the conviction within ten days of receiving notification from the employee and will impose appropriate personnel sanctions on the employee within 30 days of the notification. These consequences are not mandated by the DOT, but they are required by this policy.

#### **5.5 PROPER APPLICATION OF THE POLICY**

Centro is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, under the sole authority of Centro, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who if found to

deliberately misuse the policy about subordinates, shall be subject to disciplinary action, up to and including termination.

These consequences are not mandated by the DOT, but they are required by this policy.

## **6.0 DRUG TESTING**

Analytical testing of either urine or blood will be conducted when circumstances warrant and as required by federal regulations. (The testing of blood is not currently required by DOT regulations. Any such testing would be pursuant to this policy.)

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services (DHHS). The integrity of the process is ensured through photographic identification of the employee, a Custody and Control Form with a unique specimen identification number completed by a trained site collection person who ensures that the form is completed correctly and signed and certified by the employee, and by collection of split sample specimens that are sealed and initialed by the employee.

The drugs for which tests will be conducted are:

- \*Marijuana
- \*Cocaine
- \*Phencyclidine
- \*Opioids
- \*Amphetamines

The cutoff levels for these drugs will conform to those promulgated by the rules of the Department of Transportation, 49 CFR Part 40 as amended. Drug testing is conducted to comply with all conditions of CFR49 Part 40. In some instances, where stated, drug testing and the consequences of such testing are conducted specifically under Centro policy.

The split specimen method of testing will be utilized, providing one sample for preliminary screening and initial confirmation, and a second sample for a second confirmation test if needed at a later date. Employees do not have access to a test of their split specimen following an invalid test.

A Medical Review Officer (MRO), who is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no

legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to CENTRO. If a legitimate explanation is found, the MRO will report the test result as negative. For an in-depth explanation of collection and drug testing procedures, please refer to 49 CFR Parts 40 and 655, which are incorporated by reference into this policy. Copies will be made available for review by employees when requested.

Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

Drugs may be tested for anytime an employee is on duty. Safety sensitive employees will be tested under the authority of the FTA while non-safety sensitive employees will be tested under the authority of Centro policy. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function.

If the MRO reports that the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the original test will be canceled.

Safety Sensitive employees will be subject to observed collections if any of the following situations occur:

- The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

- The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to CENTRO that there was not an adequate medical explanation for the result.

- The MRO reports to CENTRO that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.

- The temperature on the original specimen was out of range.

- The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen.

- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with (See §40.65(c)(1)).

- All DOT Return-to Duty or Follow-Up drug tests.

Employees having observed collections will be instructed to raise clothing, just above the navel; lower clothing, to mid-thigh; then turn around to show the same gender observers they do not have prosthetic devices that are designed tamper with or otherwise interfere with the accuracy of the drug test results. If no device is detected, the employee is permitted to return clothing to its proper observed-collection position. Then the observed collection will take place.

## **6.1 ALCOHOL TESTING**

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's

Web page for “Approved Evidential Breath Measurement Devices”. Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC’s Web page for “Approved Screening Devices to Measure Alcohol in Bodily Fluids”. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result. Safety-sensitive employees may be tested just before, during or just after the performance of a safety-sensitive function. Non-safety sensitive employees will be tested under Centro policy and may be alcohol tested anytime they are working.

For an in-depth explanation of the alcohol testing procedures, please refer to DOT regulations 49 CFR Parts 40 and FTA 49 CFR Part 655, which are incorporated by reference into this policy. Copies will be made available for review by employees when requested.

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee may not perform their duties for at least 8 hours or until a BAC test registers below 0.02, whichever occurs first, and will be subject to disciplinary action as defined in section 10 under Centro policy. As stated in FTA 49 CFR Section 655.31(b) Centro shall prohibit a covered employee, while having an alcohol concentration of 0.04 or greater, from performing or continuing to perform a safety-sensitive function. An employee who has a confirmed alcohol test result with an alcohol concentration of 0.04 or greater will be removed immediately from duty and will be evaluated by a substance abuse professional as required by DOT regulations. An employee who refuses to submit to a test under this policy shall be considered to have a verified positive test result and will be subject to the disciplinary action as defined in section 10 under Centro policy.

## **7.0 TYPES OF TESTING**

All employees shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, random as defined in section 7.4 of this policy and return to duty/follow-up.

### **INFORMATION DISCLOSURE**

1) Drug/alcohol testing records shall be maintained by the CENTRO Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state, or local safety agency with regulatory authority over CENTRO or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

## **7.1 PRE-EMPLOYMENT TESTING**

All applicants shall undergo drug testing after a conditional offer of employment. Under the authority of Centro, failure of a drug test will result in a revocation of the conditional offer of

employment. An individual may not perform safety-sensitive functions unless he or she takes the test and obtains a verified negative result. Also, an existing employee who applies for promotion or transfer to a safety-sensitive position is required to pass a DOT pre-employment drug test prior to being awarded the position. If a test is cancelled, the applicant/employee will be required to re-test with a negative test result. A negative dilute test result on a pre-employment test will require a re-test. If the second test returns with a negative dilute result, the test will be viewed as negative, and the employee can begin work.

Any employee who has not worked for 30 consecutive calendar days and has not remained in Centro's random selection pool during that time must take a non-DOT return to work drug test with a verified negative result before resuming duty. DOT Regulations establish a 90-calendar day period. Our policy however is the 30-day period referenced herein. (See also Section 7.5 below). If a safety-sensitive employee does not perform a safety-sensitive function for 90 days or more and has not remained in the random selection pool during that time, a DOT pre-employment drug test with a negative result is required.

If otherwise qualified, an individual with a permanent or long-term disability that prevents the employee from providing a sufficient amount of specimen during a pre-employment drug test may be permitted to perform duties, if the MRO finds no clinical evidence of drug use. The MRO will determine long-term inability to provide specimen by medical examination and consultation with the employee's physician.

Applicants are required (even if ultimately not hired) to provide CENTRO with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Under the sole authority of Centro, failure to do so will result in the employment offer being rescinded. CENTRO is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide CENTRO proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

The information obtained from a previous employer includes any drug or alcohol test information obtained from previous employers under this section or other applicable DOT agency regulations.

If feasible, Centro will obtain and review this information before the employee first performs safety-sensitive functions. If this is not feasible, Centro will obtain and review the information as soon as possible. However, Centro will not permit any individual to perform safety-sensitive functions longer than 30 days after the date on which he or she first performed safety-sensitive functions, unless Centro has obtained or made and documented a good-faith effort to obtain this information.

Centro will also ask the employee whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the previous two years. If the employee admits that he or she had a positive test or a refusal to test, Centro will not use the employee to perform safety-sensitive functions, until and unless the employee documents successful completion of the return-to-duty process.



## **7.2 REASONABLE SUSPICION TESTING**

Employees may be subject to a fitness for duty evaluation, to include drug and/or alcohol testing, when there is reason to believe that drug or alcohol use is adversely affecting job performance. (The testing of blood is not allowed by the DOT regulations. Any such testing would be pursuant to this policy and a NON-DOT test.) A reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse.

Reasonable suspicion referrals must be made by a supervisor who has been trained to detect the signs and symptoms of drug and alcohol use, in accordance with the DOT regulations, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to drug use and/or alcohol misuse. A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the DAPM.

All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Reasonable suspicion alcohol tests for safety-sensitive employees may only be conducted just before, during, or just after the performance of safety-sensitive functions. Employees covered under the sole authority of Centro (not USDOT) may be tested at any time they are on duty.

Employees who are safety-sensitive under DOT guidelines may be tested under FTA authority or Centro policy. Non- safety-sensitive employees will be tested under Centro policy.

Under Centro authority, if there is reasonable suspicion that an employee may be impaired due to drug use and/or alcohol misuse, and testing is conducted, the employee will be removed from service until the results are received. If there is a positive finding, the employee will be terminated and referred to a substance abuse professional or a counselor with EAP.

## **7.3 POST-ACCIDENT TESTING**

1) **FATAL ACCIDENTS** – A covered employee will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

2) NON-FATAL ACCIDENTS - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:

a. The accident results in injuries requiring immediate medical treatment away from the scene unless the covered employee can be completely discounted as a contributing factor to the accident.

b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

Safety-sensitive employees will be tested under the authority of FTA when applicable. Non-safety sensitive employees will be tested under Centro policy. If criteria for testing does not meet FTA guidelines, NON-DOT testing can be conducted under Centro policy at the discretion of the company.

(The testing of blood is not authorized by the DOT regulations. Any such testing would be pursuant to this policy on NON-DOT forms.)

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying Centro of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing. (Testing may be delayed for a period of time which is reasonably necessary for an employee to obtain assistance in responding to the accident or to obtain necessary emergency medical care.)

When there is a fatal accident, all surviving covered employees operating the public transportation vehicle at the time of the accident must be given drug and alcohol tests. When there is a nonfatal accident, all covered employees operating the public transportation vehicle at the time of the accident must be tested, unless Centro determines, using the best information available at the time of the decision, that an employee's performance can be completely discounted as a contributing factor to the accident. (The reasons for discounting the employee must be documented.) Any other employees whose performance could have contributed to the accident must also be tested.

Post-accident drug testing will take place as soon as practicable, but no longer than 32 hours after the accident. Post-accident alcohol testing will take place within 2 hours after the accident. If alcohol testing is not administered within 2 hours, a report documenting the reasons will be prepared and maintained on file. Attempts to complete the alcohol testing should continue for up to 8 hours. If drug testing is not completed within 32 hours or alcohol testing is not completed within 8 hours, the report will be updated with the reasons for not completing testing.

If Centro is unable to perform a post-accident test within the required period, the results of a blood, urine, or breath test for drugs or alcohol conducted by Federal, State, or local officials will be considered to meet the requirements of this section. (For this exception to apply, such a

test must conform to the applicable Federal, State, or local testing requirements, and the test results must be obtained by Centro.)

## **7.4 RANDOM TESTING**

All employees will be subject to random, unannounced alcohol and drug testing. The covered employee who is notified of selection for random drug or random alcohol testing is required to proceed to the test site immediately. Selection of employees will be by a method employing a scientifically valid random number generation method and objective, neutral criteria which ensure that every such employee has a substantially equal statistical chance of being selected within a specific time frame. The method will not permit subjective factors to play a role in selection, i.e., no employee will be selected as the result of the exercise of discretion by any Centro employee. The selection method shall be capable of verification with respect to the randomness of the selection process.

The dates for administering random tests will be spread reasonably throughout the calendar year. A random alcohol and/or drug test may be conducted at all days and all hours when safety-sensitive functions are performed. All sampling will be done with replacement, which means that employees randomly tested will remain in the pool, even after the employee has been tested. The drug testing frequency level is designed to ensure that the number of drug tests conducted will equal at least fifty percent of the number of such safety sensitive employees in the pool during each calendar year. The number of alcohol tests conducted will equal at least ten percent of the number of such safety sensitive employees in the pool during each calendar year. A lower percentage may be tested if permitted under the random testing rates published by the FTA. (The current annual rates [can be viewed online at https://www.transportation.gov/odapc/random-testing-rates](https://www.transportation.gov/odapc/random-testing-rates)) A random pool will be established for safety-sensitive employees in accordance with the FTA regulations. A separate random pool for non-safety sensitive employees will be established under the company policy. A lower percentage under the FTA testing rates published for random drug and alcohol testing may be established for non-safety sensitive employees. Random drug and alcohol tests may be administered concurrently.

Notice of an employee's selection shall not be provided until the employee's tour of duty in which testing is to be conducted, and then only so far in advance as is reasonably necessary to ensure the employee's presence at the time and place set for testing. Each time an employee is selected for random testing the employee will be informed that the selection was made on random basis and the employee will be provided with a receipt to that effect. The receipt will be provided at the collection site.

Random alcohol tests for safety-sensitive employees may only be conducted just before, during, or just after the performance of safety-sensitive functions. Employees covered under the sole authority of Centro (not USDOT) may be tested at any time they are on duty.

## **7.5 RETURN TO DUTY TESTING**

Employees shall submit to Return to Duty testing in the following circumstances:

- \* any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O. Any non-safety sensitive employee will be evaluated by an employee assistance professional, complete a EAP required program of education and treatment, and provide a negative test result.
- \* a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Safety-sensitive employees will be tested under the authority of USDOT-FTA while non-safety-sensitive employees will be tested under Centro policy.

Safety sensitive employees will be subject to Direct Observation collection procedures as required by 49 C.F.R. §40.67(b) and as outlined in Section 6.0 of this policy.

## **7.6 RETURN TO WORK TESTING**

Employees shall submit to Return to Work testing under Centro policy if they have not remained in the random pool in the following circumstances.

- Back to work physical following extended illness of 30 days or more but less than 90 days.
- Any extended absence of 30 days or more but less than 90 days.

## **7.7 FOLLOW UP TESTING**

Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O. Non- safety-sensitive employees will be tested under Centro policy.

Safety sensitive employees will be subject to Direct Observation collection procedures as required by 49 C.F.R. §40.67(b) and as outlined in Section 6.0 of this policy.

## **7.8 EMPLOYEE RE-TEST REQUEST**

Any employee who questions the results of the required test under paragraphs 7.1 through 7.7 of this policy may request that the MRO have the split specimen analyzed within 72 hours of learning that the original specimen tested was positive. This test must be conducted at a different testing laboratory, one that is certified by the DHHS to meet 49 CFR Part 40 requirements. The testing must be conducted on the same specimen originally submitted to the Centro laboratory. Centro will ensure that the cost for the split specimen is covered in order for a timely analysis of the sample, however, Centro reserves the right to seek reimbursement for the split sample test from the employee.

## **8.0 RE-ENTRY CONTRACTS**

Under Centro's "second chance policy," employees who re-enter the work force after having been found to have violated this policy must agree to a re-entry contract. That contract may include (but is not limited to):

- \* a release to work statement from an approved treatment specialist.  
(Substance abuse professional must also approve the employee for Return to Duty in a safety-sensitive position)
- \* a negative test for drugs and/or alcohol (See Section 7.5, Return To Duty Testing)
- \* an agreement to periodic follow-up testing
- \* a statement of expected work-related behaviors
- \* an agreement to follow specified after-care requirements with the understanding that violation of the re-entry contract is grounds for termination

The DOT regulations require that, when a safety sensitive employee has violated a DOT drug or alcohol regulation, the employee may not return to safety-sensitive duty until after an evaluation by a substance abuse professional. The safety sensitive employee must also successfully comply with the substance abuse professional's recommendations for education and/or treatment. Non safety sensitive employees will be referred to an employee assistance professional and will follow their specific re-entry requirements.

## **9.0 EMPLOYEE ASSISTANCE**

It is Centro's policy to provide assistance to employees and immediate family members who experience personal problems, including substance abuse or dependency, which may adversely affect job performance. Employees are encouraged to voluntarily seek assistance in dealing with emotional, physical, or mental health problems, including substance abuse. Confidential professional assistance, treatment planning, and rehabilitation services are available, as needed. In an instance where a management referral is made, confidentiality means that only the Centro employee assistance program coordinator and the referring supervisor will be aware of the circumstances of the referral.

A request for assistance for a substance abuse problem will not, in itself, be considered grounds for disciplinary action. However, a request for assistance will not prevent the taking of appropriate disciplinary actions for misconduct or performance problems which may be related to substance abuse. In no case will participation in the employee assistance program shield employees who violate this policy from disciplinary action. Employees remain responsible for their on-the-job conduct and work performance, although assistance for substance abuse problems may be handled as a separate but related issue.

## **9.1 COMPLIANCE WITH TREATMENT REQUIREMENTS**

It is the responsibility of each individual who is receiving treatment, by an appropriate treatment provider (SAP), to abide by the treatment program requirements and regulations. It is the expectation of the Company that treatment provider will inform each individual of the treatment program requirements and regulations and how they apply to each individual. If an individual is involuntarily removed from the program, by the treatment provider, or voluntarily stops participation in the program before treatment is completed, then his or her eligibility to Return to Duty will immediately terminate.

Under the sole independent authority of Centro, an individual who has not been certified, by the treating professional (SAP) to be able to Return to Duty within 26 weeks from the date of initial evaluation by the SAP, will be deemed to have forfeited any eligibility to return to work, in accordance with all state and federal regulations. A month by month extension will be granted in cases where the treating professional (SAP) agrees that sufficient progress in treatment has been made. The aforementioned extension shall not exceed 3 months.

Statutory New York State disability payments will be made in accordance with the collective bargaining agreement, federal law, and New York State law.

## **10. SUBSTANCE ABUSE POLICY DISCIPLINARY CODE**

The purpose of the following code is to define Centro's disciplinary steps in relation to infractions of the substance abuse policy.

All employees of Centro are governed by this policy and are subject to its guidelines. These disciplinary procedures are subject to any applicable collective bargaining agreement provisions which are not inconsistent with federal or state law or regulations.

Be advised that the MANUFACTURE, DISPENSING, POSSESSION, USE or SALE of prohibited substances is a violation of Company policy and will result in termination in the first instance. This applies to any employee while:

1. on Centro Property.
2. in transit vehicles.
3. in uniform.
4. conducting Company business.

A drug and/or alcohol test may be required of an employee in the following situations:

1. Pre-Employment
2. Post accident
3. Return to Duty/Follow up
4. Reasonable suspicion

A verified positive test result in the first instance, regarding the above, will result in TERMINATION.

A drug and alcohol test may be required of an employee in the following situations:

1. Random test
2. Return to Work test

A verified positive test result in the first instance from a Random Test or a Return to Work test will result in a CONDITIONAL DISCHARGE. (The employee is separated from the Company, and referral is made to the Substance Abuse Professional (SAP) and/or Employee Assistance Program (EAP). After meeting SAP and/or EAP guidelines, a negative drug and/or alcohol test result is necessary prior to re-entry to the workforce. Negative test results are also required on any additional follow-up testing). This is part of Centro's "second chance policy."

Any employee who refuses to comply with a request for a drug or alcohol test, refuses to sign Step # 2 on the USDOT Alcohol Breath Testing Form, attempts to falsify test results through tampering, contamination, adulteration, or substitution that have been verified by the MRO, or refuses to cooperate with the Collector shall be considered to have a verified positive test result.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions and provided with contact information for SAP's.

Any employee who engages in conduct which constitutes a "Refusal to Test" as described in Section 5.3 of this policy, shall be considered to have a verified positive test result.



There may be consequences under this policy, even though there are no consequences under DOT regulations, for having a verified positive test result on, or for failing or refusing to take, a non-DOT test that is required by this policy.

An employee **MUST** notify Centro of any conviction for a violation of a criminal drug statute. Notice of conviction must be supplied no later than five days after the conviction.

All records, reports, recorded observations, test results and corresponding disciplinary action **WILL** be maintained in the employee's personnel/medical file.

All employees have a right to appeal the disciplinary action.

An employee may, upon written request, obtain a copy of his or her drug and alcohol testing records and have access to other pertinent records (e.g., equipment calibration records and laboratory certifications.)

## 11. POLICY QUESTIONS

The Company designates the following persons to answer questions regarding this policy:

- \* Stacy Schreiner, Manager, Human Resources
- \* Kayla Garcia, Compliance Manager, Human Resources
- \* Chris Morreale, Director, Human Resources
- \* Jackie Musengo, Vice President, Human Resources

## APPENDICES

- Appendix A List of job titles which have been identified as safety-sensitive under the DOT regulations.
- Appendix B Information regarding service providers (names, addresses and phone numbers for collection site, Medical Review Officer, laboratory and Substance Abuse Professional that Centro contracts with for services)
- Appendix C Community service hot-line telephone number for employee assistance with drug and alcohol problems.

<b>APPENDIX "A"</b>	
<b>TITLE</b>	<b>Safety Sensitive Status</b>
19-A Supervisor/Instructor	Yes
Bus Operator Trainee	Yes
Bus Operator – Full time, Part time	Yes
Servicer	Yes
Facilities Technician-(CDL license holders who operate a non-revenue service vehicle.)	Yes
First Class Mechanic	Yes
Specialized Transportation Supervisor & ADA Compliance Officer	Yes
Field Operations Manager	Yes

First Class Mechanic, Buildings & Grounds	Yes
HUB Supervisor	Yes
Maintenance Supervisors & Managers	Yes
Manager – Centro of Cayuga	Yes
Manager – Centro Oswego	Yes
Manager of Specialized Transportation	Yes
Mechanic	Yes
Mechanic – First Class	Yes
Mechanic’s Helper	Yes
Operations Manager	Yes
Relief Supervisors	Yes
Schedule Board Marker	Yes
Senior Field Operations Supervisor	Yes
Senior Inside Operations Supervisor	Yes
Servicer	Yes
Supervisor Inside Service	Yes
Supervisor Outside Service	Yes
Training Coordinator, Maintenance	Yes
Transportation Coordinator, Mobility Management & CAB	Yes
Working Foremen	Yes

Appendix “B”  
CNYRTA/CENTRO  
SERVICE PROVIDERS FOR SUBSTANCE ABUSE TESTING

**Medical Review Officers:**

Dr. Jason Steindler  
2280 Grass Valley HGY  
Auburn, CA 95603

**Specimen Collection Sites:**

**Primary Urgent Care**

1904 Genesee St  
Utica, NY 13502  
Phone: (315) 804.6800  
Hours: Mon- Fri 8am- 8pm  
Sat & Sun 9am-5pm

**WellNow Urgent Care**

961 Canal Street  
Syracuse, NY 13210  
P: (315) 478.1977  
Open 7 days a week 8am-8pm

**WellNow Urgent Care**

8003 US-11  
Cicero, NY 13039  
P: (315) 350.3305  
Open 7 days a week 8am-8pm

**WellNow Urgent Care**  
200 E. 1<sup>st</sup> St  
Oswego, NY 13126  
(315) 207.7391  
Open 7 days a week 8am-8pm

**WellNow Urgent Care**  
7375 Oswego Rd  
Liverpool, NY 13090  
(315) 350.3305  
Open 7 days a week 8am-8pm

**Laboratory:**

Alere Lab Services  
450 Southlake Blvd.  
Richmond, VA  
(800) 433-3823

**Substance Abuse Professionals:**

Help People  
600 E. Genesee Street  
Presidential Plaza, Suite 325  
Syracuse, NY 13202  
Phone: (315)470-7447 & (800)777-6110

**Referral Services- (Centro of Oneida)**

CNY Labor Agency  
270 Genesee Street  
Utica, NY 13502  
(315) 735-6101

Professional Counseling Center  
114 Genesee Street  
New Hartford, NY 13413  
(315) 733-0520

Alcohol-Drug Crisis Intervention  
(866)384-0742

Insight House Chemical Dependency Svc  
500 Whitesboro St.  
Utica, NY 13502  
(315) 724-5168

**Appendix “C”**  
**CNYRTA/CENTRO**  
**SUBSTANCE ABUSE TREATMENT RESOURCES**

**Outpatient Facilities**

**ONONDAGA COUNTY**

Professional Counseling Service  
5700 W. Genesee St., Suite 118  
Camillus, New York 13031  
(315) 488-1641

Clinical Counseling Associates  
753 James Street  
1<sup>st</sup> Floor, Suite 4  
Syracuse, New York  
(315) 422-0671

Syracuse Behavioral Healthcare  
329 N. Salina Street Suite 100  
Syracuse, New York  
(315) 474-5506

Bright Path  
7266 Buckley Road  
N. Syracuse, New York  
(315) 458-0919

Alcohol Services, Inc.  
6311 Fly Road  
E. Syracuse, New York  
(315) 682-3858

Syracuse Recovery Services  
319 E Water Street  
Syracuse, New York 13202  
(315) 475-1771

**OSWEGO COUNTY**

Farnham, Inc.  
283 W 2<sup>nd</sup> St. Suite 1  
Oswego, New York  
(315) 342-4489

Harbor Lights  
111 Hamilton Street  
Mexico, New York  
(315) 963-0777

**CAYUGA COUNTY**

CHAD  
75 Genesee Street  
Auburn, New York  
(315) 253-9786

Recovery Counseling  
188 Genesee St. Suite 102  
Auburn, New York  
(315) 253-3559

**Substance Abuse Rehabilitation (Inpatient)**

Tully Hill  
5821 State Route 80  
Tully, New York 13159  
(315) 696-6114  
(800) 456-6114

Crouse Irving Memorial Hospital  
736 Irving Ave.  
Syracuse, New York  
(315) 470-7314

Syracuse Behavioral Healthcare  
329 N. Salina Street Suite 100  
Syracuse, New York  
(315) 474-5506

Conifer Park  
7 Glenridge Road  
Glenville, New York 13202  
1(800) 989-6446

**Half-Way Houses**

Syracuse Behavioral Healthcare  
Half-Way House  
714 Hickory Street  
Syracuse, New York 13203  
(315) 422-8107

## **GUIDANCE REGARDING THE USE OF OVER THE COUNTER & PRESCRIPTION DRUGS**

**The following guidance is provided to safety-sensitive employees and is intended to supplement the FTA requirements as detailed in the CNYRTA Substance Abuse Policy.**

This guidance is provided in response to recommendations by the Federal Transit Administration (FTA) and is monitored under the agency's own authority.

All safety-sensitive employees are required to report the use of Prescription and non-prescription medications that may have an impact on their personal safety, the safety of their co-workers, customers, and the general public prior to performing a safety-sensitive duty.

### **Definition**

For the purpose of the following guidance and the CNYRTA Substance Abuse Policy, a legally prescribed drug (Rx) is one that is prescribed by a person licensed to prescribe controlled substances for medical treatment in the State of New York.

An Over the Counter (OTC) medication is one that can be purchased without a prescription at any pharmacy or other establishment that sells medications without a prescription.

### **Medical-Professional Assistance**

Your pharmacist has the knowledge of a variety of medicines, ingredients, and possible side effects, and may be able to offer guidance concerning medications that are available.

Physicians may be able to select an over-the-counter medication that will be effective with no adverse effect. If the Physician determines that there are no satisfactory over-the-counter remedies, they may prescribe a controlled medication to treat your condition.

Physicians may determine that an over-the-counter medication with potentially negative impact is the preferred choice for treatment. They should counsel you about the potential impact on your ability to do your job safely.

### **Prohibited Behavior**

The following behaviors are prohibited:

1. Use of a prescription (Rx) medication that is not legally prescribed for the employee.
2. Use of an Rx or over-the-counter (OTC) medication in excess of the prescribed/recommended dosage.
3. Use of any medication that contains alcohol within four (4) hours before performing safety-sensitive functions.
4. Use of any medication that adversely impacts the employee's ability to safely perform his or her safety sensitive job functions.

### **Attendance**

1. Employees who have been given a prescription drug or advised to take an over-the-counter medication that disqualify them from performing safety-sensitive duties are to give the information to the 19-A Supervisor during regular working hours prior to returning to work.
2. Employees medically withheld from work shall be carried as "sick" on their attendance record.

### **Employee Responsibility**

It is the responsibility of the employee to explain their job duties to their doctor or other medical professional to ensure that use of prescribed medications will not pose a safety risk to themselves, other employees, or the general public. If medication is necessary to treat an illness, injury or condition, employees should ask their medical practitioners, whenever possible, to prescribe a medication that would render effective treatment without creating a safety risk.

Employees must use their best judgment in selecting over the counter medications being certain to read all warning labels before selecting it for use while in working status. Each employee has the responsibility of refraining from using any over-the-counter medication that causes performance altering side effects, (drowsiness, fatigue, etc.). The advice of a pharmacist, if available at the purchase site may be helpful in making a selection appropriate to the employee's job duties.

It is the responsibility of safety-sensitive employees when selecting an over-the-counter medication or when being prescribed medications to read all warning labels before using it while in working status. Employees should avoid over-the-counter medications whose labels indicate they may affect mental functioning, motor skills or judgment.

If no alternate medication is available for the condition, employees should seek professional assistance from their physician, pharmacist, or other medical practitioner.

Prior to taking two or more medications, employees should be aware of the potential consequence of combining any medications. Your doctor or pharmacist can advise you if this situation arises. \*

Employees have the personal responsibility to assess their fitness for duty while using any RX or OTC medication. They should not report for or remain on duty while being adversely affected by a prescription or over-the-counter medicine.

### **Process Summary**

If an employee is ill or planning to see their **physician**, they should:

1. Advise the physician of their safety-sensitive job duties and the requirements for reporting medications.
2. Advise the physician of any side effects experienced with any medications in the past.
3. If a medication is prescribed, your physician must be aware of any other prescription or over-the-counter medications you use.

If the employee is planning on taking an over-the-counter medication without a physician's recommendation, they should:

1. Read all of the warning labels before selecting a medication for use while performing safety-sensitive duties.
2. If the label has warnings such as "do not take this medication while operating a motor vehicle, may cause drowsiness, etc" select another medication.
3. If unsure which medication is safe, ask the pharmacist for guidance.

\* Note: A letter is available upon request that you can give to your pharmacist explaining the nature of your concern. All information is confidential.

### **Disciplinary Action**

A positive result whether illegal substances, illegal use of a prescription or misuse of a prescription will result in disciplinary action up to and including termination, depending on the circumstances.

A partial listing of common prescriptions and over-the-counter drugs is available from the Human Resources Compliance Manager and Human Resources Manager.



*OTC Guidance Created December 2003  
Revised 06/25*

## **Central New York Regional Transportation Authority**

### **EMPLOYEE RECEIPT OF SUBSTANCE ABUSE POLICY**

Return this completed form to your immediate supervisor.

Print Employee Name: \_\_\_\_\_

I have received The Company's Substance Abuse Testing Policy. I understand that I will be held responsible for the content of the policy, and I agree to abide by the terms and conditions set forth within. If I need any clarification or if I have any questions, I will address them with my supervisor or the program administrator.

I understand that a violation of this Policy may be grounds for immediate termination of my employment.

This policy adheres to the Federal Transit Administration's mandated regulations for substance abuse testing.

Employee Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

(Needed if employee is under 18 years of age)

Date Signed: \_\_\_\_\_

- ☐ I have received 60 minutes of training on the effects and consequences of prohibited drug use and the signs, symptoms, and effects of alcohol misuse as required in §655.14(b) by the Department of Transportation in 49 CFR Part 40.

Some provisions set forth are consistent with requirements specifically required by the U.S. Department of Transportation in 49CFR Part 655, or Part 40, as amended. Provisions set forth in the Drug-Free Workplace Act are also applied. All other provisions are set forth under the authority of the transit system.

**RESOLUTION AUTHORIZING THE ALLOCATION OF SUBSIDY  
PAYMENTS TO SUBSIDIARY OPERATIONS**

**WHEREAS**, the Central New York Regional Transportation Authority (CNYRTA or the “Authority”) operates a centralized financial structure under which funds received from various sources are allocated to its subsidiary operations in each county in accordance with their respective budgetary needs; and

**WHEREAS**, subsidy payments are made based on the approved operating budget deficit for each subsidiary, excluding operating assistance and Mortgage Recording Tax (MRT) revenues, and are not tied to specific accounting entries; and

**WHEREAS**, the purpose of this resolution is to reinforce both the technical and legal separation between the Authority and its subsidiary operations for liability, financial, and operational integrity; and

**WHEREAS**, it is the longstanding practice and intent of the Authority that all funds received, regardless of source, be allocated to support public transportation operations within the counties served, rather than retained at the Authority level for centralized initiatives such as research and development, unless expressly authorized by the Board; and

**WHEREAS**, in accordance with the Authority’s enabling legislation, any MRT revenues received in excess of the amounts necessary to balance the budgets of subsidiary operations may be retained by the Authority for the establishment of reserves or other purposes as approved by the Board;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby authorizes the allocation of subsidy payments to each subsidiary operation based on the approved operating budget deficit, excluding operating assistance and MRT, as set forth in the accompanying calculations; and

	CNY Centro, Inc.	Centro Call-a-Bus, Inc.	Centro of Oswego, Inc.	Centro of Cayuga, Inc.	Centro of Cortland, Inc.	Centro of Oneida, Inc.	Total
2025-26 Budget							
Operating Revenue	\$ 10,848,000	\$ 497,000	\$ 593,000	\$ 218,000	\$ 96,000	\$ 929,000	\$ 13,181,000
Operating Expense	\$ 63,509,000	\$ 9,717,000	\$ 4,652,000	\$ 3,274,000	\$ 2,849,000	\$ 13,802,000	\$ 97,803,000
Net Loss	<u>\$ (52,661,000)</u>	<u>\$ (9,220,000)</u>	<u>\$ (4,059,000)</u>	<u>\$ (3,056,000)</u>	<u>\$ (2,753,000)</u>	<u>\$ (12,873,000)</u>	<u>\$ (84,622,000)</u>
Monthly Subsidy	<u>\$ (4,388,417)</u>	<u>\$ (768,333)</u>	<u>\$ (338,250)</u>	<u>\$ (254,667)</u>	<u>\$ (229,417)</u>	<u>\$ (1,072,750)</u>	<u>\$ (7,051,833)</u>
2024-25 Monthly Subsidy	<u>\$ (4,218,355)</u>	<u>\$ (685,110)</u>	<u>\$ (288,905)</u>	<u>\$ (255,414)</u>	<u>\$ -</u>	<u>\$ (1,231,723)</u>	<u>\$ (6,679,507)</u>

**BE IT FURTHER RESOLVED**, that this resolution affirms the Authority’s policy of allocating funds to subsidiary operations for the provision of public transportation services, while retaining excess MRT revenues at the Authority level only as permitted by law and as authorized by this Board.

**RESOLUTION TO AUTHORIZE CONTRACT AWARD**  
**PDS VISTA SOFTWARE RENEWAL AND MAINTENANCE 2025-2030**

**WHEREAS**, the Central New York Regional Transportation Authority (CNYRTA) has a need to renew the Authority's maintenance agreement; and

**WHEREAS**, the contract will be paid for using operating funds; and

**WHEREAS**, the cost of the five (5) year maintenance agreement is \$225,749.30; and

**WHEREAS**, the maintenance agreement covers essential updates and technical support; and

**WHEREAS**, the time period for this multi-year agreement is from August 21, 2025 through August 20, 2030; and

**WHEREAS**, the price was determined to be fair and reasonable based upon comparison with past purchasing history; and

**WHEREAS**, the staff of CNYRTA is aware of no interest held by any Member of the CNYRTA or any staff member thereof or any family member of such individual in the firm to which this contract is made; and

**WHEREAS**, to the best of our knowledge and belief, no member of the governing body of CNYRTA, or its subsidiaries, and no other officer, employee or agent of CNYRTA, or its subsidiaries, whether or not exercising any functions or responsibilities in connection with the carrying out of the project to which this contract pertains, during his/her tenure or two years thereafter, has any personal interest, direct or indirect in this contract; and

**WHEREAS**, to the best of our knowledge and belief, no member of the governing body of the CNYRTA, or its subsidiaries, and no other officer, agent, servant or employee employed by or appointed by CNYRTA, or its subsidiaries, is in any way or manner interested, directly or indirectly, as principal, surety, or otherwise, in this contract.

**WHEREAS**, to the best of our knowledge and belief, this award is consistent with the Code of Ethical Conduct for Members of the Central New York Regional Transportation Authority originally adopted by it on July 20, 1990, as Motion No. 775, and as revised and updated on April 25, 2008, as Motion No. 1709.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MEMBERS OF THE CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY**, that the Chief Executive Officer or his designee is authorized to make payments in accordance with the maintenance agreement with PDS totaling \$225,749.30, from August 21, 2025 through August 20, 2030.

**FACT SHEET**  
**PDS VISTA SOFTWARE RENEWAL AND MAINTENANCE 2025-2030**

**PROJECT DESCRIPTION:** Five (5) year maintenance agreement for the PDS system.

**FUNDING:** The contract is to be paid for using Operating funds.

**PRICING RECEIVED:**

Description	Amount
Maintenance Agreement- Year 1	\$42,520.91
Maintenance Agreement- Year 2	\$43,796.54
Maintenance Agreement- Year 3	\$45,110.44
Maintenance Agreement- Year 4	\$46,463.75
Maintenance Agreement- Year 5	\$47,857.66
<b>Total</b>	\$225,749.30

**COMMENTS:** The software is a Human Resources Information System that manages compensation, benefit packages as well as taxes paid. The renewal of the maintenance agreement with PDS covers software updates to the application and provides technical support.

**MWBE:** The software is proprietary to PDS. This is a sole source procurement therefore, it is not applicable to MWBE requirements.

**RECOMMENDATION:** Staff recommends payment in accordance with the maintenance agreement with PDS totaling \$225,749.30 from August 21, 2025 through August 20, 2030.



TO: CNYRTA Board of Members  
FROM: Christopher Tuff, Chief Executive Officer  
RE: Monthly Summary Report – June 2025  
DATE: June 12, 2025

### **Rome State of the City**

On May 27, I attended the Rome State of the City. Mayor Lanigan presented a comprehensive plan for the City of Rome. They are in the process of rebuilding from the storm last year that impacted the heart of the City. They have also revealed plans to construct the Legacy Center Field House (Michael E. Jensen Recreation and Civic Center) and the Chobani facility near the former Griffiss Air Base. I spoke with the Mayor and the County Executive to congratulate them on the projects and share that we are here to support both initiatives in any way we can. Both locations are on existing bus routes.

### **Department of the State**

On June 10, I met Liz Hradil, the Central New York Liaison for the Department of State Office of New Americans. We discussed Centro's opportunities to help new Americans integrate into the community here in Central New York. We also talked about how they could assist with employment opportunities and what they can do to address language barriers.

### **Federal Budget**

On May 30, 2025, President Donald Trump released his Fiscal Year (FY) 2026 budget request. When combined with the advance appropriations included in the Infrastructure Investment and Jobs Act (IIJA), President Trump is requesting \$21.2 billion for public transit in FY 2026, a \$310 million (1.5 percent) increase from the enacted level of FY 2025. The request is \$1.0 billion (-4.7 percent) less than the authorized levels of FY 2026 under the IIJA. We will continue to monitor the budget process.

### **Various Meetings**

Continued meetings to discuss the following items and move these projects forward. The topics include, but are not limited to, Capital Planning, Recruiting, RPM Program, NYPTA, SMTTC, Arcadis (Transportation Consultants)

## Language Assistance Plan (LAP) Executive Summary

Providing language assistance to persons with limited English proficiency (LEP) in a competent and effective manner helps ensure that the Central New York Regional Transportation Authority's (Centro) services are safe, dependable, convenient, and accessible to those persons.

These efforts may attract riders who would otherwise be excluded from participating in the service because of language barriers and, ideally, will engender riders to continue using the system after they are proficient in English and/or have more transportation options.

Centro evaluates and updates its LAP to correspond with the triennial Title VI Program Report cycle. On March 31, 2025, Centro began service in Cortland County therefore the LAP has been updated to include an analysis of Cortland Census data and rider surveys.

According to the U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, people who speak Spanish at home represent 3.0% (26,687) of Centro's service area population. Of those persons, 30.5% (8,148) speak English "less than very well". Spanish continues to be the dominant non-English language spoken at home throughout the five-county service area. This is supported by Operator surveys and customer surveys.

A notable improvement to Centro's language assistance measures is the enhancement of the Language Line account by adding video capabilities. This is particularly useful for persons needing ASL translation and for those from cultures who prefer face-to-face interactions.

Centro staff will continue to evaluate the needs of limited English customers in our service area and identify new ways to provide language assistance.









# Language Assistance Plan (LAP) for Limited English Proficient (LEP) Persons

## June 2025

Central New York Regional Transportation Authority  
Recipient ID: 1778

Steven Koegel – email: [skoegel@centro.org](mailto:skoegel@centro.org)  
VP Business Development & Corporate Communications

Paula Cutrone – email [pcutrone@centro.org](mailto:pcutrone@centro.org)  
Senior Manager of Transit Data and Equity

In Compliance with: Title VI of the Civil Rights Act of 1964 & Executive Order 13166

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Attachment 1: Language Line Identification Guide

Attachment 2: Board of Members Approval of Plan (pending)

## INTRODUCTION

### About Centro

The Central New York Regional Transportation Authority (Centro) is the public transportation provider for Onondaga, Oswego, Cayuga, Oneida, and Cortland counties (including the cities of Syracuse, Oswego, Fulton, Auburn, Utica, Rome, and Cortland). Centro carries approximately 9 million passengers annually on its fleet of 239 buses and currently employs 580 people (including part-time staff).

### The Need for a Language Assistance Plan

Individuals having a limited ability to read, write, speak, or understand English are considered limited English proficient, or “LEP.” This language barrier may prevent these individuals from accessing public services and benefits – including public transit services. The Language Assistance Plan is required to determine which services are appropriate and identify the needs of the LEP populations we serve.

### Federal Requirements

Title VI of the Civil Rights Act of 1964 and Executive Order 13166 signed on August 11, 2000, are the federal legislation necessitating LEP Plans from public agencies receiving federal funds. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and its implementing regulations provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives federal financial assistance. The U.S. Supreme Court has ruled that LEP is a component of the protected class of national origin.

Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” requires federal agencies to examine the services they provide, identify any need for services to those with LEP, and develop and implement a system to provide those services so LEP persons can have meaningful access to them. Executive Order 13166 also requires that the federal agencies work to ensure that recipients of federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

The U.S. Department of Transportation (DOT) published revised LEP guidance for its recipients on December 14, 2005. The Federal Transit Authority (FTA) references the DOT LEP guidance in its Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” which was published on October 1, 2012. This Circular reiterates the requirement to take responsible steps to ensure meaningful access to benefits, services, and information for LEP persons and suggests that FTA recipients and sub-recipients develop a language implementation plan consistent with provisions of Section VII of the DOT LEP guidance.

Figure 1: Centro Service Area Map



## Centro's Language Assistance Plan

Centro's LAP, which complies with the above-cited regulations, outlines the policies and procedures instituted by Centro to ensure that it is adequately assessing the size, location, and needs of the LEP populations it serves. Providing language assistance in a conscientious and effective manner will help ensure that Centro's services are safe, convenient, reliable, environmentally responsible, and accessible to LEP persons in the community. In addition, the Plan discusses how language access services are instituted, and how Centro evaluates the effectiveness of these services.

## THE "FOUR FACTOR" ANALYSIS

The DOT guidance outlines "four factors" recipients should consider when assessing language needs and determining appropriate steps to ensure meaningful access to services for LEP persons. In considering these factors, Centro continues to implement a cost-effective and appropriate mix of proactive language assistance measures, and to confidently respond to requests for LEP assistance from constituents. The four factors Centro analyzed are:

**Factor 1: The number and proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient.**

### *Census Data*

Examination by geographic place of U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates, Language Spoken at Home for the Population 5 Years and Over, Table C16001 determined that approximately 3.7% (32,823 / 890,331) of the population over the age of 5 in Centro's service area speaks English less than "very well" and, therefore, is characterized as LEP (*see Table 1*). Oneida County has the highest percentage of LEP people (5.3%) followed by Onondaga County (4.2%).

**Table 1: Limited English Proficient Speakers in Centro's Service Area**

	Population Total Age 5+	English Only Speakers	Percent of Population	LEP Speakers	Percent of Population
Cayuga County	71,808	68,770	95.8%	980	1.4%
Cortland County	44,218	41,764	94.5%	620	1.4%
Oneida County	216,932	188,052	86.7%	11,459	5.3%
Onondaga County	445,622	396,641	89.0%	18,773	4.2%
Oswego County	111,751	107,167	95.9%	991	0.9%
<b>Total</b>	<b>890,331</b>	<b>802,394</b>	<b>90.1%</b>	<b>32,823</b>	<b>3.7%</b>

Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates; table C16001

Analysis shows there are 10 non-English language categories spoken at home by over 1,000 persons in Centro's service area (*see Table 2*). Onondaga County, the primary UZA and largest county in the Centro service area, has the greatest number of LEP speakers and languages spoken. Cortland County, Centro's least populated county, does not have any non-English languages spoken by 1,000 persons or more.

**Table 2: Language Spoken at Home for the Population 5 Years and Over by 1,000+ Persons in Centro's Service Area (by number of speakers descending)**

Language Spoken at Home	Estimated Speakers	% County Population	Total LEP	% County Population	% Speakers
<b>CAYUGA COUNTY</b>					
English Only	68,770	95.8%	n/a	n/a	n/a
Spanish	1,458	2.0%	459	0.6%	31.5%
<b>CORTLAND COUNTY</b>					
English Only	41,764	94.5%	n/a	n/a	n/a
<b>ONEIDA COUNTY</b>					
English Only	188,052	86.7%	n/a	n/a	n/a
Spanish	8,409	3.9%	2,972	1.4%	35.3%
Russian, Polish or Other Slavic	6,419	3.0%	2,573	1.2%	40.1%
Other Asian and Pacific Island	6,152	2.8%	3,027	1.4%	49.2%
Other Indo-European	2,008	0.9%	642	0.3%	32.0%
Other and Unspecified Languages	1,575	0.7%	286	0.1%	18.2%
Arabic	1,241	0.6%	579	0.3%	46.7%
<b>ONONDAGA COUNTY</b>					
English Only	396,641	89.0%	n/a	n/a	n/a
Spanish	14,457	3.2%	4,378	1.0%	30.3%
Other Indo-European	6,756	1.5%	2,318	0.5%	34.3%
Russian, Polish or Other Slavic	5,256	1.2%	2,440	0.5%	46.4%
Chinese (incl. Mandarin, Cantonese)	4,720	1.1%	2,346	0.5%	49.7%
Other and Unspecified Languages	4,652	1.0%	1,958	0.4%	42.1%
Arabic	3,556	0.8%	1,646	0.4%	46.3%
Other Asian and Pacific Island	3,163	0.7%	1,623	0.4%	51.3%
French, Haitian, or Cajun	1,977	0.4%	297	0.1%	15.0%
Vietnamese	1,710	0.4%	1,069	0.2%	62.5%
German or Other West Germanic	1,370	0.3%	246	0.1%	18.0%
<b>OSWEGO COUNTY</b>					
English Only	107,167	95.9%	n/a	n/a	n/a
Spanish	1,743	1.6%	317	0.3%	18.2%

Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates; table C16001

People who speak Spanish at home represent 3.0% (26,687) of Centro's service area population. Of those persons, 30.5% (8,148) speak English "less than very well". The LEP Spanish speakers represent less than 1% of the total population of the service area.

The following maps depict the census tracts within the service area with 25 or more limited English persons per square mile. These maps help the Service Development Department to evaluate if service is being provided in areas where LEP persons are likely to need it. Centro provides fixed route service coverage to many of the areas, particularly those with the higher concentrations of LEP persons.

Figure 2: Cayuga County LEP

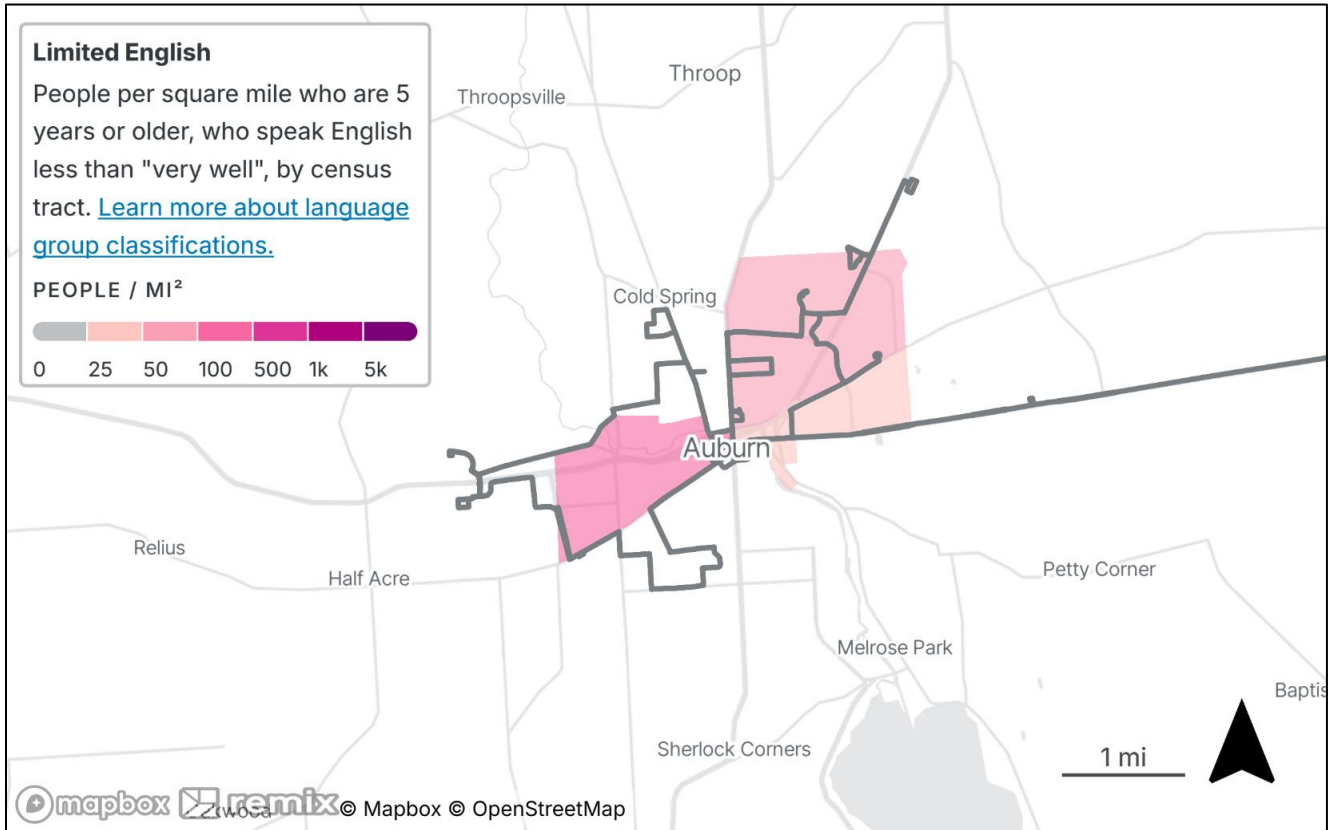


Figure 3: Cortland County LEP

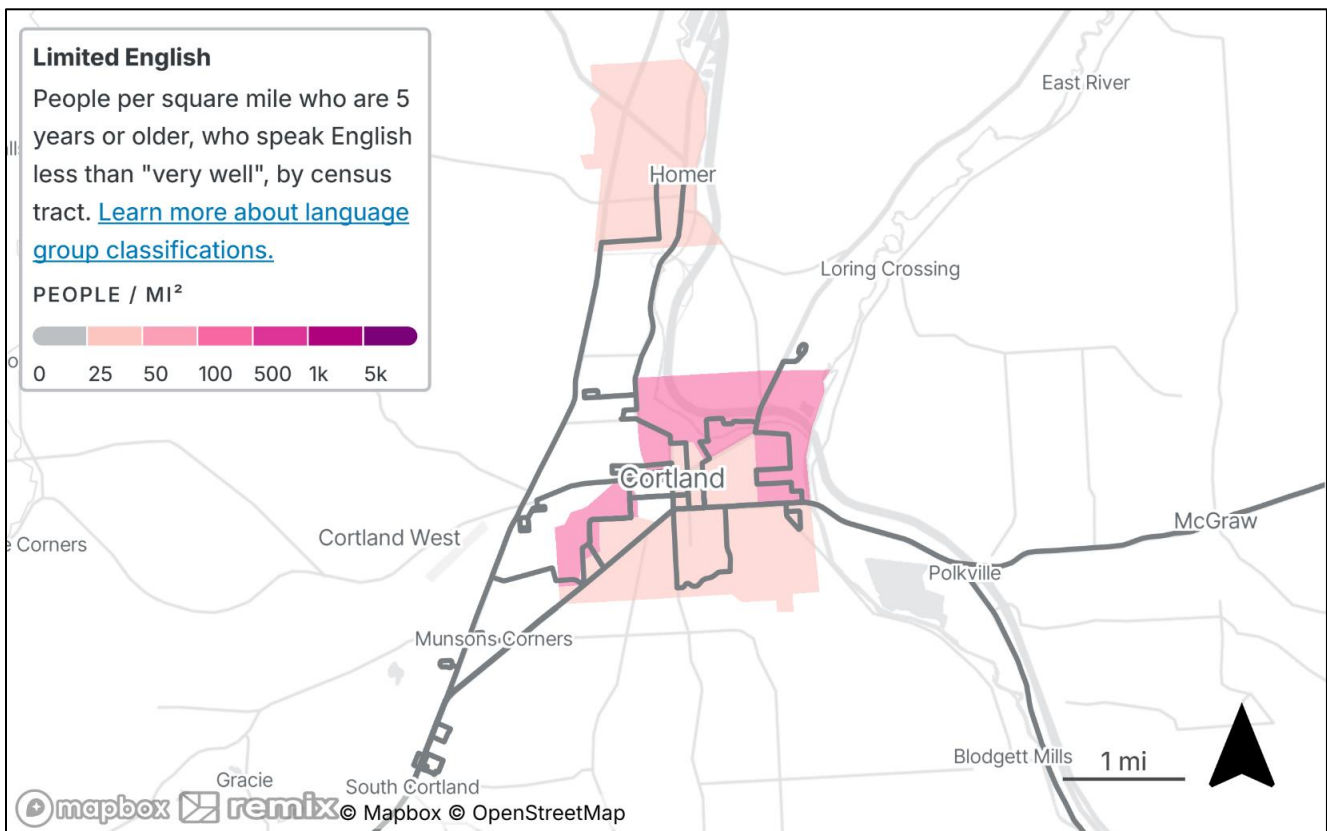




Figure 4: Oneida County (Utica City) LEP

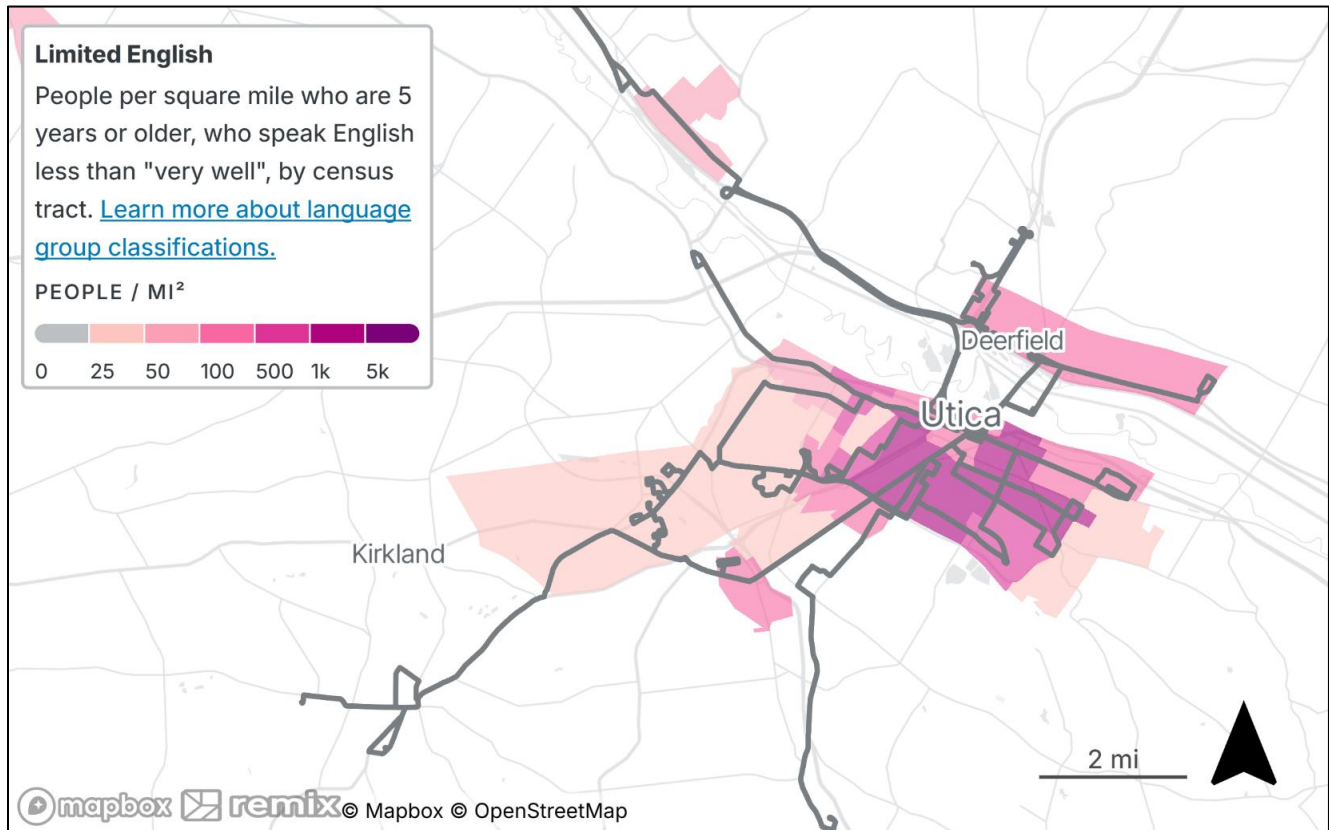


Figure 5: Oneida County (Rome City) LEP

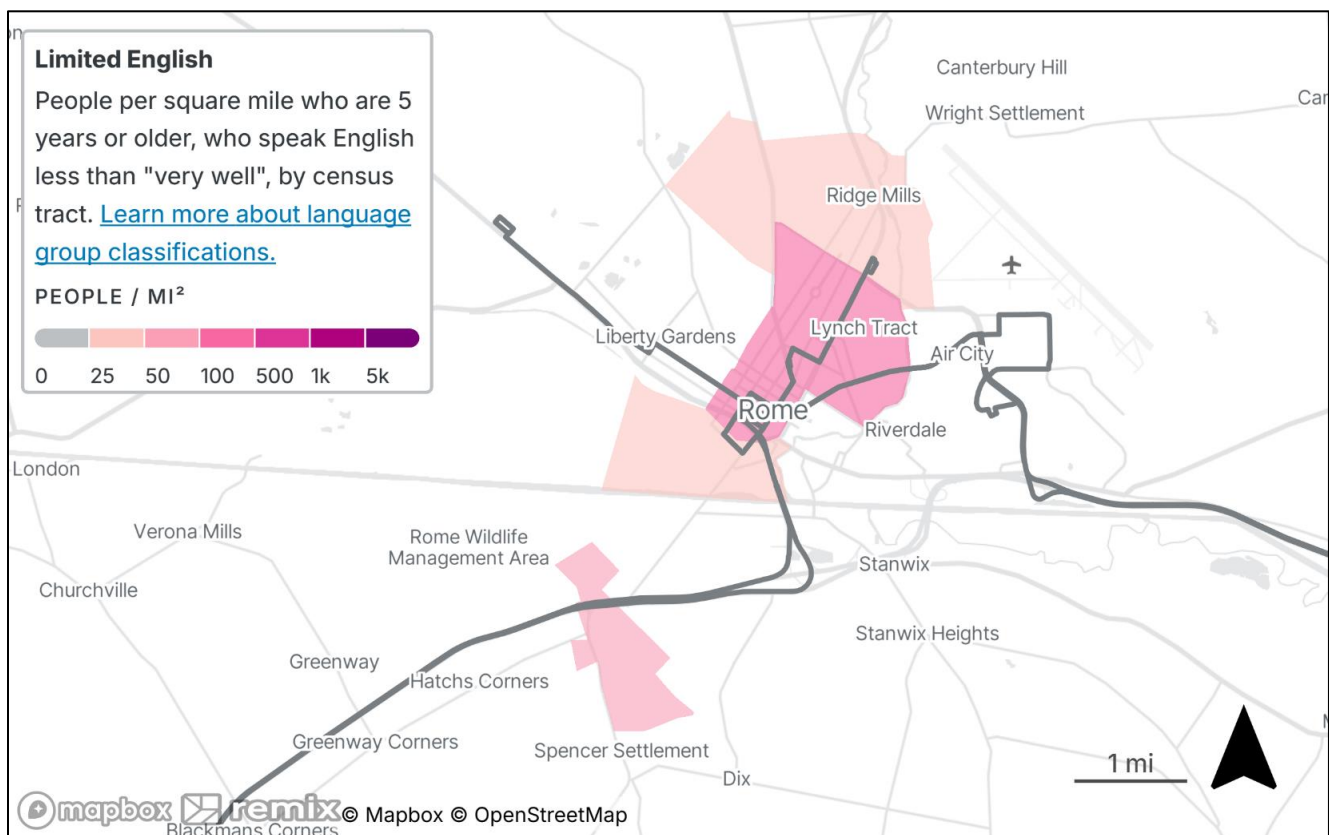




Figure 6: Onondaga County LEP

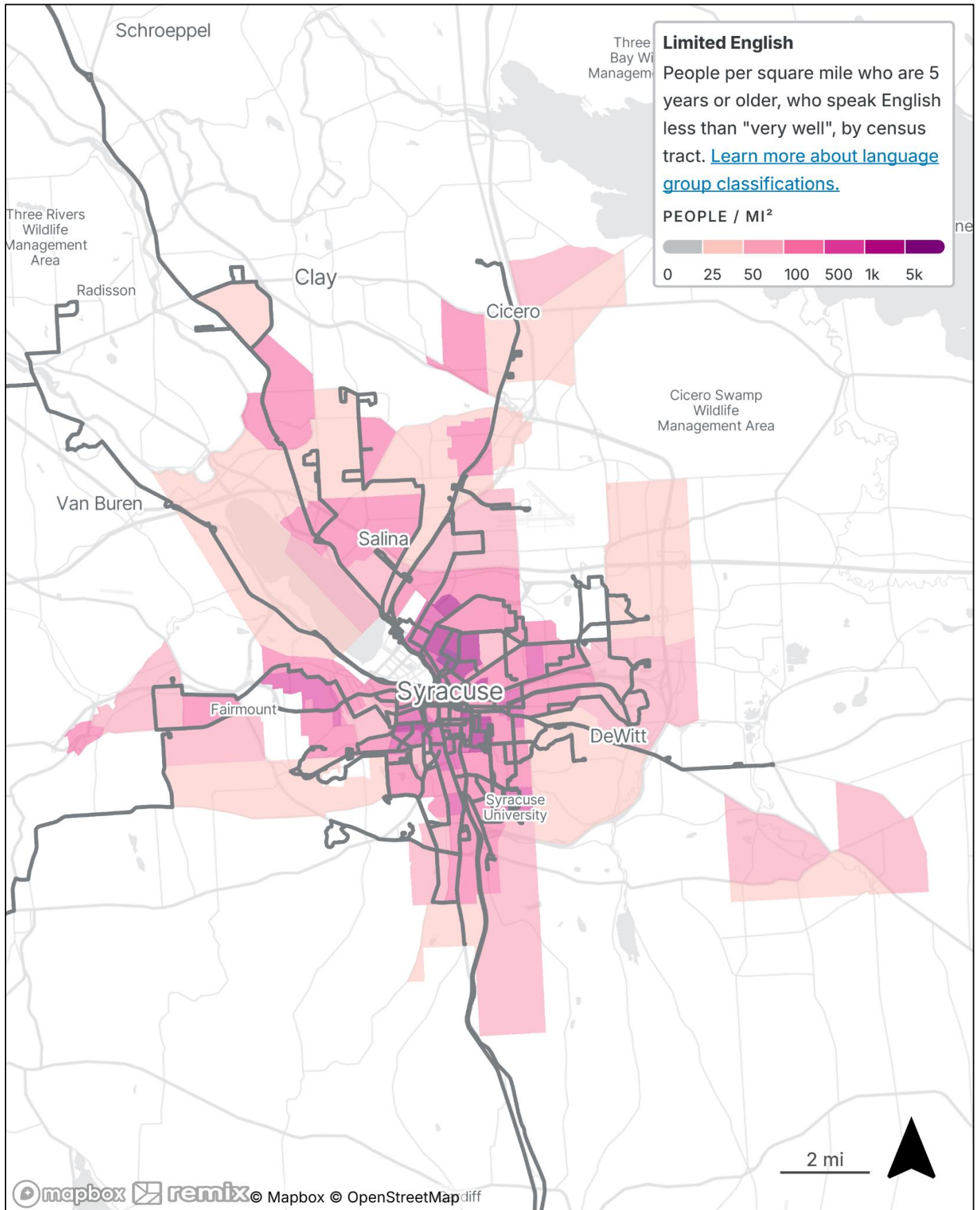


Figure 7: Oswego County (Oswego City) LEP

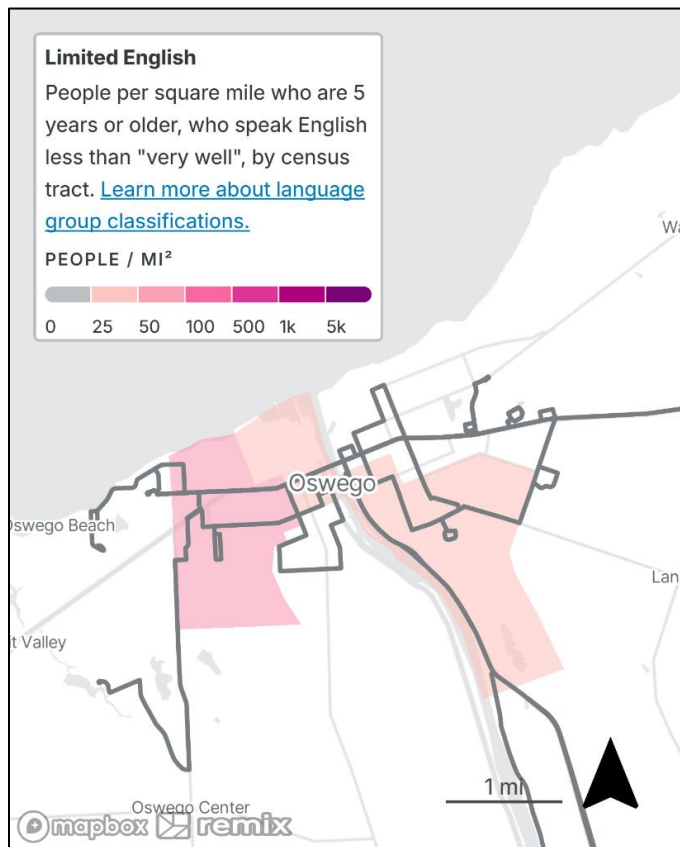
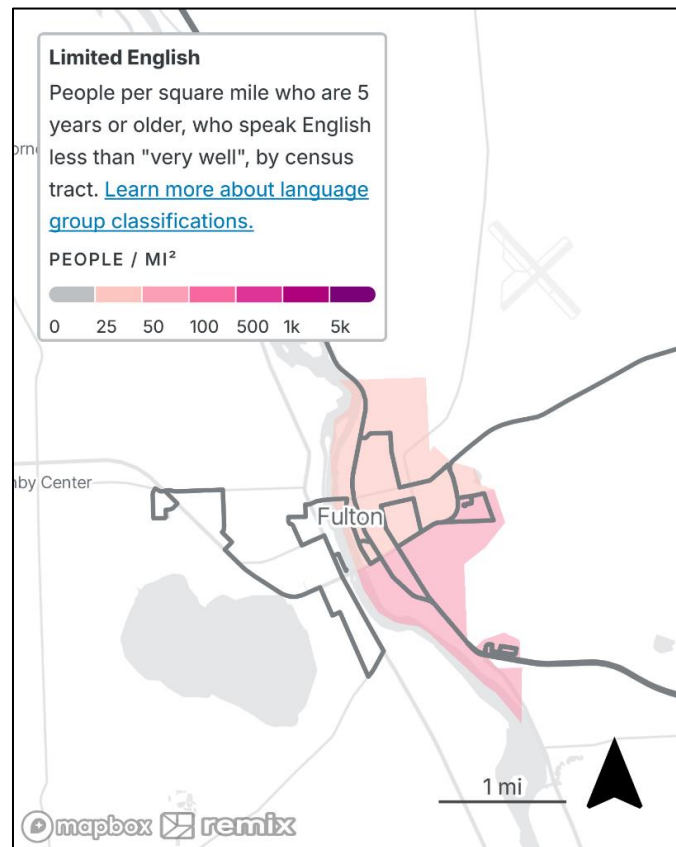


Figure 8: Oswego County (Fulton City) LEP



## Factor 2: The frequency with which LEP persons come into contact with the program.

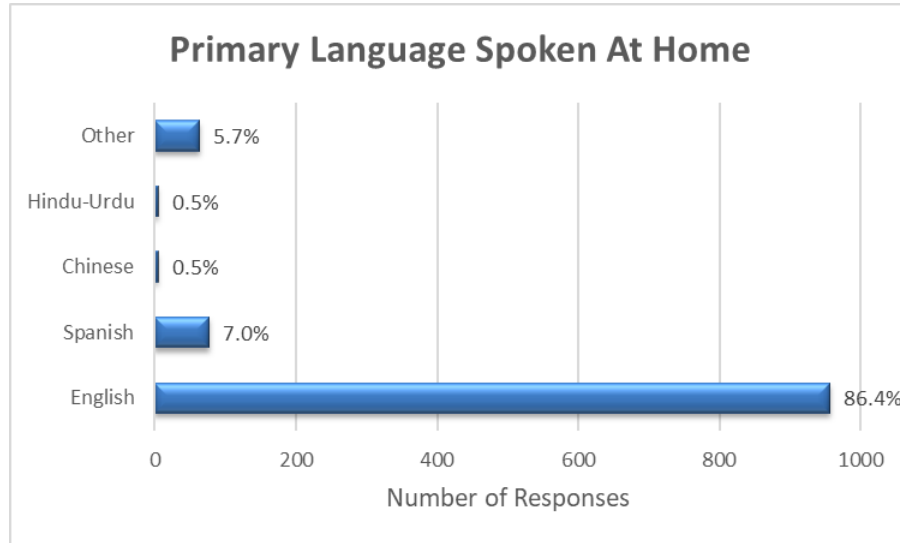
Centro encounters LEP individuals on a regular basis either on vehicles, at transit centers, via its Call Center and Revenue Operations departments, or through scheduled travel training initiatives.

To address key program areas and assess our major point of contact with the public, we rely on our established rider and operator survey programs in addition to the contacts with our Customer Service Department via Centro's Call Center.

### Rider Surveys

Onboard rider surveys were conducted throughout the Centro service area between Spring 2024 and Spring 2025. Customers were asked for the primary language spoken at home and if the use of the English language posed a difficulty in navigating the Centro system. Most customers systemwide (86.4%) use English at home. Of the customers who use a language other than English, Spanish was the most common answer.

*[continued next page]*

**Figure 9: Rider Survey Results for Primary Language Spoken at Home**

The following graphs depict the primary language spoken at home by individual county in the service area.

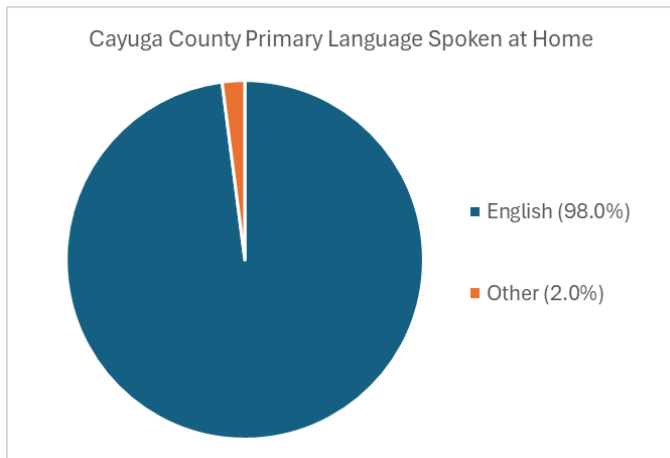
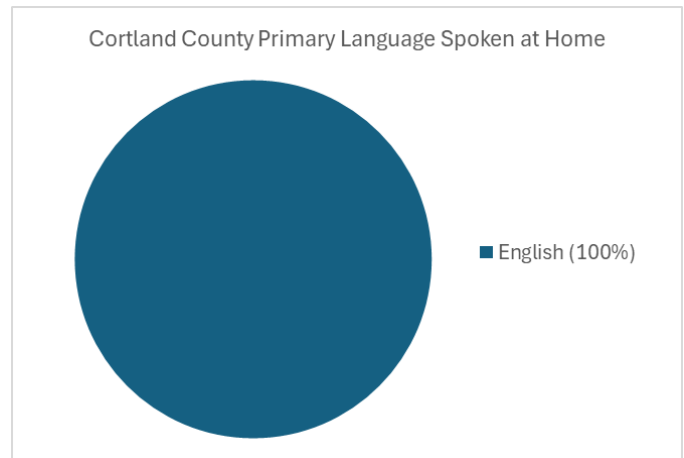
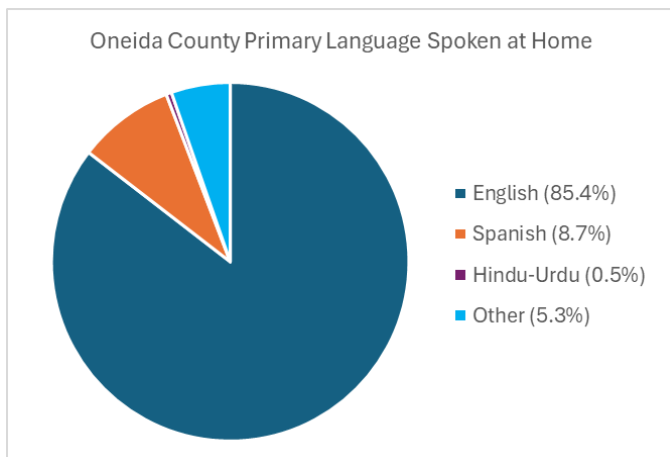
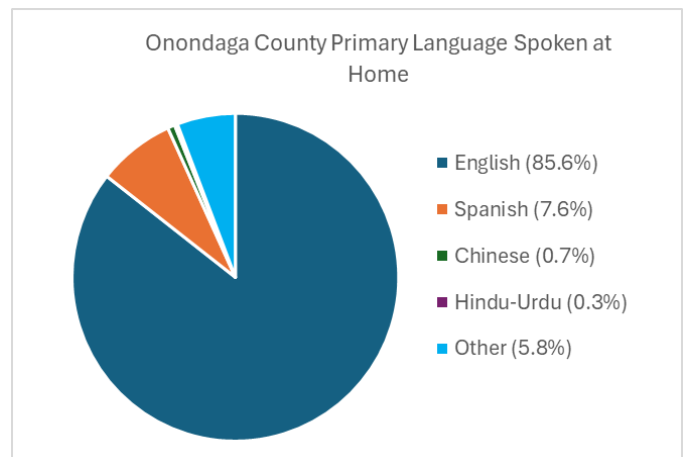
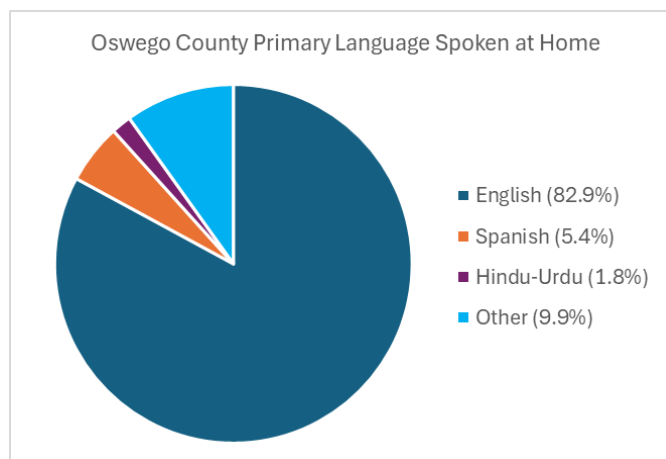
**Figure 10: Cayuga County Primary Language Spoken at Home****Figure 11: Cortland County Primary Language Spoken at Home****Figure 12: Oneida County Primary Language Spoken at Home****Figure 13: Onondaga County Primary Language Spoken at Home**

Figure 14: Oswego County Primary Language Spoken at Home



Customers who selected 'Other' as the primary language spoken at home were asked to specify the language if it was not listed. A total of 41 unique languages or language categories were received. Of the responses, fourteen were identifiable as African languages and were found in both Oneida and Onondaga counties, while eleven were identifiable as Middle Eastern languages found in Onondaga county. There was not a substantial number of responses for any one language.

Most customers systemwide (86.8%) do not have difficulty navigating the Centro system due to the use of English. The most 'Yes' responses came from our most populated counties, Onondaga and Oneida.

**Table 3: Responses to Rider Survey Question "Does use of the English language pose a difficulty in navigating the Centro system?"**

	Yes	% Total	No	% Total	Total
Cayuga County	2	4.1%	47	95.9%	49
Cortland County	0	0.0%	48	100.0%	48
Oneida County	33	15.9%	174	84.1%	207
Onondaga County	105	15.2%	588	84.8%	693
Oswego County	7	6.1%	107	93.9%	114
<b>Total</b>	<b>147</b>	<b>13.2%</b>	<b>964</b>	<b>86.8%</b>	<b>1,111</b>

Of the 147 'Yes' responses, 109 selected 'English' as the primary language spoken at home. Additional responses include 27 'Spanish', one 'Chinese', and 10 'Other' (specified languages: Bangla/Bengali, Creole, French, Haitian Kreyol, and Middle Eastern).

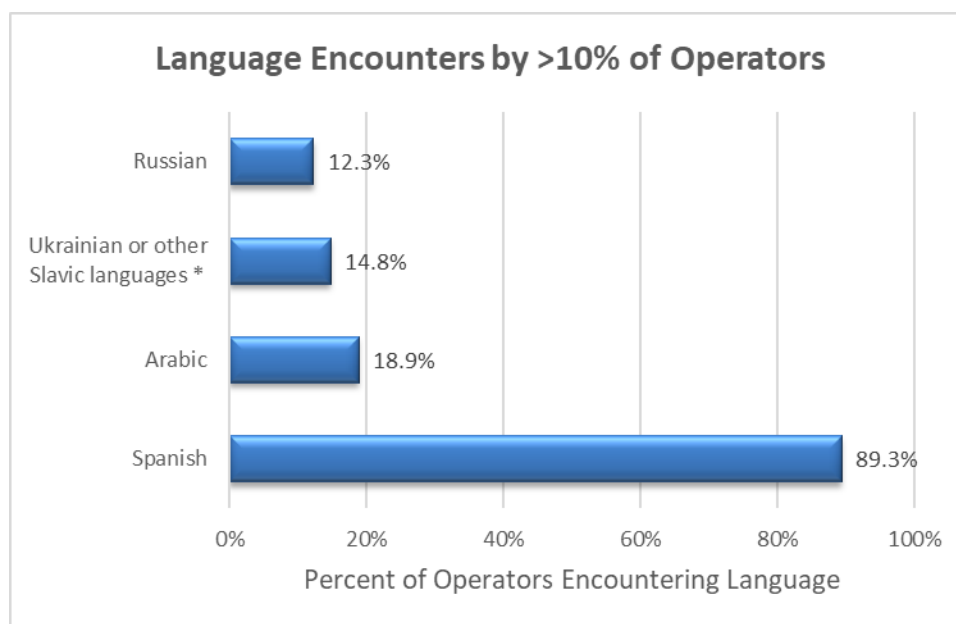
### Operator Surveys

In May of 2024, Centro bus operators were asked to complete a brief survey to help evaluate the effectiveness of Centro's current language access program. The survey contained questions about driver interaction with LEP customers and was available in both paper and electronic formats. Operators were asked if they were able to identify the languages spoken from a list. Of the responses received:

- 85.4% encountered customers who speak limited or no English over the past year.
- 40% experienced this 5-15 times.
- 90.5% of the time, customers attempted to communicate with Centro drivers in their native language.
- 64.1% could identify the language spoken. More than half identified two or more languages.
  - Known languages encountered by 10% or more operators:
 

▪ Spanish	89.3%
▪ Arabic	18.9%
▪ Ukrainian or other Slavic languages*	14.8%
▪ Russian	12.3%

**Figure 15: Language Encounters**



\* Includes operators who selected 'Other' as the language being spoken, then specified 'Bosnian' as the language.

### ***Call Center / Revenue Operations***

Centro's Call Center provides customer assistance and travel information via telephone for those seeking to use Centro services. The call center answered 70,022 calls in fiscal year 2024 (4/1/2023 to 3/31/2024) and 68,969 calls in fiscal year 2025 (4/1/2024 to 3/31/2025).

The Revenue Operations Department receives telephone calls related to issues with fare payments including cash transactions, passes, the mobile app, and tap-to-pay.

Both Call Center and Revenue Operations staff may receive calls from LEP individuals. Once the need for language assistance is identified, staff can connect to the Language Line service to speak with interpreters in more than 200 languages. Callers, as well as visitors at Centro's facilities, can use this free service from 6:30 a.m. to 5:30 p.m., Monday through Friday.

Records indicate that 57 calls placed to Centro's Call Center or Revenue Operations Departments during fiscal year 2024 utilized the Language Line interpretation service. Of the 57 calls received, 87.7% (50) requested information in Spanish.

Other languages included Arabic, Dari, French, Italian, and Tigrigna. During fiscal year 2025, 127 of the calls utilized the Language Line interpretation service. Of the 127 calls received, 90% (115) requested information in Spanish. Other languages included Arabic, Bengali, Dari, Hindi, Pashto, Tigrigna, and Ukrainian.

**Table 4: Fiscal Year 2024 & 2025 Language Line Calls**

Language	FY 24 Calls	FY 25 Calls
Arabic	3	1
Bengali	0	1
Dari	1	3
French	1	0
Hindi	0	4
Italian	1	0
Pashto	0	1
Spanish	50	115
Tigrigna	1	1
Ukrainian	0	1
<b>Total</b>	<b>57</b>	<b>127</b>

While LEP individuals currently have infrequent and unpredictable contact with Centro's Call Center and services, we have seen a 300% increase in calls from LEP persons since the last report was submitted in 2022. Centro will continue monitoring trends in the calls on a regular basis.

### ***Travel Training***

Centro's Travel Training program is discussed in detail under Factor 3.

### **Factor 3: The nature and importance of the program, activity, or service provided by the program to people's lives.**

Access to public transportation is critical for many to fully participate in society, and Centro provides a range of important transportation options to the community through its fixed-route, paratransit, and on-demand services. Riders use Centro services to assist with multiple travel needs within the community, including trips to work, school, job interviews, grocery stores, retail shops, medical offices, and community service agencies.

The nature and importance of the program can be assessed by the number and frequency by which LEP people use Centro's services. To make this determination, two methods are employed – the first is through Centro's Travel Training Program, and the second is through rider surveys.

### ***Travel Training***

Centro's Onondaga County area travel trainer performs outreach services and maintains an office at the Syracuse Transit Hub, which is conveniently located a short distance from many of the community-based organizations that refer LEP individuals to Centro. From this location, the travel trainer has direct contact with the LEP community and can assess the needs of LEP people.

In fall of 2022, Centro of Oneida appointed a travel trainer to work with organizations in the Utica and Rome service area. The program has been gaining popularity especially throughout 2024. The travel trainer is fluent in Bosnian, Croatian, and Serbian languages and was a non-English speaker when first arriving in the United States in 1997. He is uniquely qualified to assist LEP and non-English speakers due to his personal and professional experience as an interpreter/translator collaborating with community groups in the area.

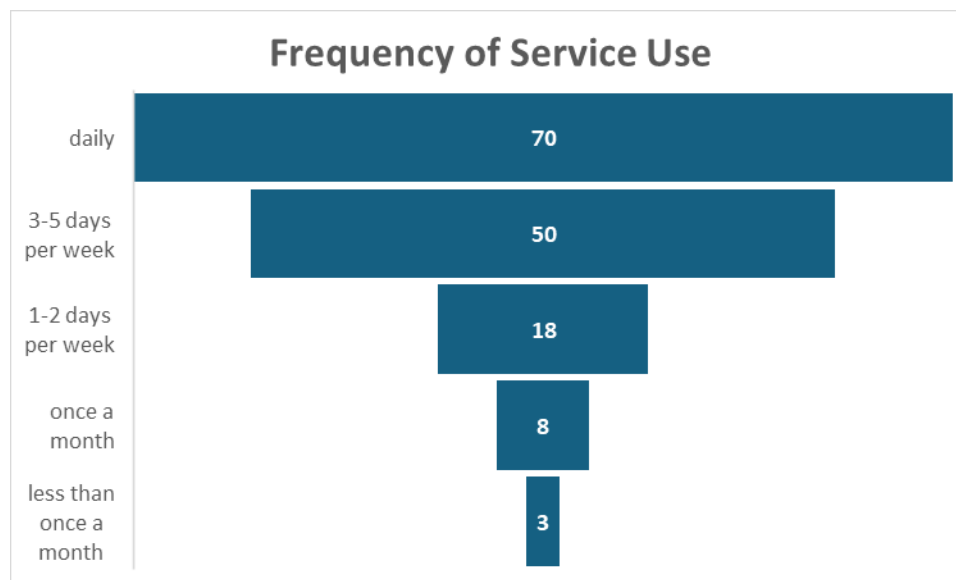
The travel trainers report their interactions to Centro's Planning and Operations Departments and to the Chief Executive Officer so that the LEP program and its activities can be assessed and modified as appropriate. Centro collaborates with various community organizations that assist and refer LEP individuals to Centro. The organizations provide feedback on the way in which Centro assists LEP populations to determine how effectively those individuals are being served.

Travel training for LEP people is usually performed in groups. For example, training was recently conducted with a group of newly arrived people from Ghana, employed by Upstate Caring Partners, who will be using the bus to get to work.

### ***Rider Surveys***

In the most recent rider survey, customers were asked "How often do you ride?" and "For what purpose do you use Centro?" Of the systemwide riders whose primary language spoken at home is not English, more than half (70 persons) answered they ride the bus daily. Of those daily riders, 54 are in Onondaga County, 14 are in Oneida County, and two are in Oswego County.

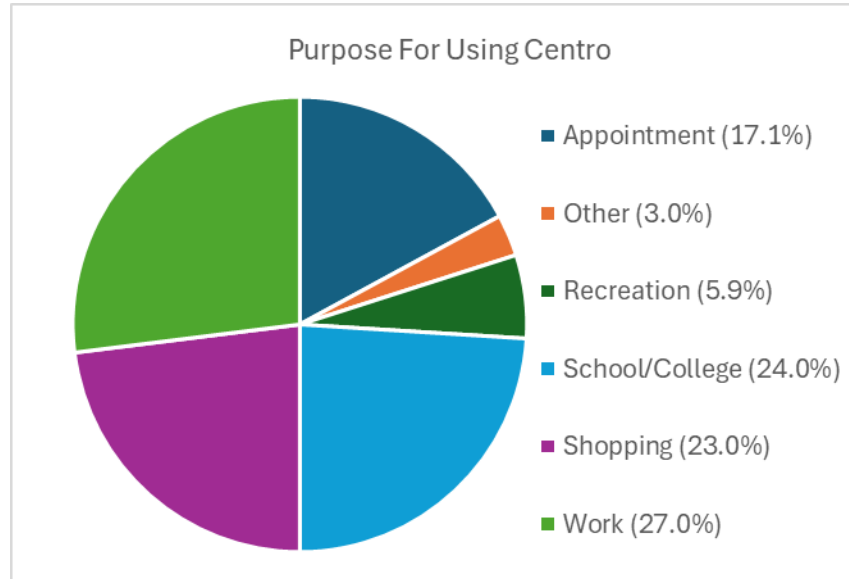
**Figure 16: Frequency of Service Use (LEP Customers)**



Customers were able to choose more than one answer to the question, "For what purpose do you use Centro?" Of the systemwide riders whose primary language spoken at home is not English, the primary use is for 'Work' (27%), followed closely by 'School/College' (24%) and Shopping (23%).

*[continued next page]*



**Figure 17: Purpose for Using Centro (LEP Customers)**

**Factor 4: The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach.**

Because Centro's service area does not have a large LEP population, Centro provides LEP services on a case-by-case basis. This methodology represents a cost-effective method for applying LEP services since they are infrequent. If the population of LEP individuals within Centro's service area was larger, then a wider array of services and materials would be required.

Centro's annual operating budget funds outreach efforts and translation services to effectively communicate with LEP persons in the community. As funding allows, Centro will continue to expand its efforts.

Centro's Marketing & Communications and Human Resource Departments spend approximately \$2,000 annually on bilingual advertising and recruiting placements in local community newspapers. Modest funding is available for translation services, which are typically used for news releases, route information, passenger bulletins, and other marketing efforts targeted at Spanish speaking audiences.

Centro's Call Center annually budgets \$1,000 to support the translation phone service. Annual costs are dependent upon usage.

*[continued next page]*



## DEVELOPING THE LANGUAGE ASSISTANCE PLAN

After completing the Four Factor Analysis, Centro has determined which language assistance services are appropriate for our community. Spanish has been identified as the language for which translations are most needed through demographic data, rider surveys, and operator surveys. Additionally, the DOT LEP Guidance recommends that recipients develop an implementation plan to address the needs of the LEP populations they serve. The DOT LEP notes that effective implementation plans typically include the following five elements:

1. Identifying LEP individuals who need language assistance.
2. Providing language assistance measures.
3. Training staff.
4. Providing notice to LEP persons.
5. Monitoring and updating the Plan.

### Centro Language Assistance Plan Implementation

#### Element 1: Identifying LEP individuals who need language assistance.

As previously documented, Centro utilized data from the U.S. Census Bureau's American Community Survey to determine the number of LEP individuals residing in its five-county service area (Cayuga, Cortland, Oneida, Onondaga, and Oswego) to whom it provides transit services.

Centro assists LEP individuals on a regular basis through either direct contact with drivers or the Centro Call Center, or via a Centro travel trainer.

1. **Census data:** Census 2019-2023 data indicates that Spanish-speaking LEP persons are the primary groups requiring language assistance in Centro's service area. Centro will continue monitoring and using Census data releases to identify and locate significant and emerging LEP populations.
2. **Rider Survey:** Centro routinely collects passenger data using on-board surveys to help satisfy requirements outlined by the Federal Transit Administration (FTA), which is an arm of the U.S. Department of Transportation. As recipients of federal funds, Centro must be accountable to the government regarding how and why it provides service the way it does.

To comply with the accountability requirement, Centro regularly conducts rider surveys, which provide detailed information about passenger demographics and travel patterns. These surveys include questions to help quantify LEP riders, their travel patterns and route use, and to provide essential information to help further identify and understand the transit needs of transit-dependent LEP persons. As previously detailed, the most recent rider survey was conducted starting in Spring 2024 and was completed in Spring 2025. The survey was available in both English and Spanish.

3. **Documenting Staff Encounters with LEP Persons at Centro Public Meetings:** When open houses or public meetings are held, Centro will provide interpretive services, upon request, to those who request it ahead of time. Centro previously provided Spanish and ASL translators at all Public Hearings; however, there were no persons in attendance who needed these services which resulted in an undue expense. Staff will also be able to

deploy the Language Line video interpretation service if it is needed. A continuous record will be kept detailing the primary languages of LEP persons attending Centro's public meetings and public hearings.

4. **Tracking Calls to the Language Line:** Centro will continue to monitor and quantify the volume and trends of calls to the translation phone line for language assistance. As previously indicated, Spanish is by far the most requested language by those needing assistance.

## Element 2: Providing language assistance measures.

Centro currently employs various methods and strategies to provide LEP customers with information critical to using its services. Many of these efforts focus on reaching Spanish-speaking persons, the dominant LEP population in Centro's service area.

Centro's current and planned efforts to provide language assistance to LEP customers in the future include the following:

1. **Translation services via phone:** Centro has access to Language Line interpreters who can assist riders with bus schedule information in more than 200 languages. Callers to the Call Center (315-442-3400), and visitors to Centro's facilities who need language assistance, are personally connected to the language line services. This free service is available from 6:30 a.m. to 5:30 p.m. Monday through Friday.
2. **Translation services via video:** In 2024, Centro added video services to the current Language Line plan. This allows customers to see an interpreter and is especially useful for those requiring ASL interpretation.
3. **Pocket schedules and route maps.** Customer Satisfaction Survey results provide information about routes frequented by LEP riders in need of bilingual printed passenger information. To date, no customer requests have been received regarding alternate language schedules. However, Centro will continue to monitor customer inquiries should this change. Additionally, Centro maintains a mobile app so that customers can access real-time bus tracking on their smart device. The app allows customers to pinpoint real-time bus locations and see estimated bus arrival times. They can also store favorite routes and stops for easy reference, create customized travel plans, provide feedback with email and photos, and identify the nearest stops using their device's Geolocation – all in their native language based on the language settings on their device. The app allows users to switch the language from English to Spanish within the language settings menu.
4. **On-Board Announcements:** To accommodate its Spanish-speaking riders, Centro includes automated messages in Spanish regarding service changes, safety, and new products. Additional messaging will be identified and automated in applicable alternate languages should the need arise.
5. **Centro Website and social media translation:** To improve contact with LEP populations, Centro's website contains a language translator. Centro schedules and documents can be translated into the native language of the site visitor upon request. Additionally, Centro social media followers can view Centro information in their native language on their mobile devices using the language settings feature.
6. **Transit Tools:** Centro's website-based tools include Track By Text, Bus Tracker (available in Spanish), and Trip Planner (available in all languages found in Google translate). Centro's mobile app (GoCentroBus) is available for Android and iOS devices (available in Spanish).

7. **Critical documents in alternate languages:** The following documents are available in Spanish on the Centro website: Title VI Notice, Title VI Complaint Form, and Title VI Complaint Procedure. An overview of Centro’s Title VI Program and a Title VI complaint form are available at: <https://www.centro.org/misc-group/title-vi-and-reasonable-modification-policy>. Other important announcements and documents such as the ‘Respect the Ride’ campaign have been translated into Spanish and displayed on buses. Upon request, applications for reduced fare cards for seniors, and people with disabilities can be made available in alternate languages.
8. **Assisting LEP Persons on-board Centro buses:** If an LEP passenger needs assistance while on board a Centro bus, recommended approaches to understand and appropriately respond to the passengers’ needs and situations are as follows:
- The driver may inquire if another passenger can serve as a translator.
  - The driver could direct the LEP person to Centro’s Call Center for language assistance. Drivers are provided with information cards containing the call center contact information which they can distribute to LEP customers. The cards are printed in English on one side and Spanish on the reverse. (See Figure 18).
  - More difficult or emergency situations may necessitate contacting Transportation Supervisors or Dispatch for additional help and phone access to language line interpreters.

**Figure 18: Call Center Interpretation Services Card**



9. **Travel Training:** Centro has worked with organizations throughout the community to assist those needing translation or interpretation services related to public transit services. Some of the organizations that particularly support limited and non-English speaking persons include:
- ARISE
  - InterFaith Works
  - Kelberman Center
  - RISE (Refugee and Immigrant Self Empowerment)
  - The Center
  - Upstate Caring Partners

Over 3,600 individuals have been trained on how to use Centro’s transportation services; 1,190 since Centro’s last LEP Plan submission (September 2022) through the end of Fiscal Year 2025 (03/31/2025). Official languages of program participants include the following: Amharic, Arabic, Armenian, Burmese, Dari, Dzongkha, Farsi, French, Karen, Karenni, Kinyarwanda, Kurdish, Mali, Maay Maay, Nepali, Pashto, Persian, Rohingya, Russian, Somali, Spanish, Swahili, Syriac, Tigrin, Turkmen, Ukrainian, Urdu, and Vietnamese.

### Element 3: Training Staff

To establish meaningful access to information and services for LEP individuals, various personnel and departments that regularly interact with the public are trained in how to provide the language assistance services contained within Centro's LAP Plan. Training efforts include:

- The executive staff and Board of Members are familiar with the LAP Plan to reinforce its importance and ensure its implementation by Centro employees.
- Staff within the Customer Service, Marketing and Communications, Operations, and Service Development Departments are familiar with the LAP Plan, with particular emphasis on LEP outreach efforts at Centro public meetings/hearings and community events. Training focuses on using interpreter services to communicate with and quantify the number of LEP people attending public meetings and community events.
- The Customer Service Department, which is responsible for the Call Center and the Centro on-site reception area, have periodic refresher training on directing LEP callers and walk-in customers to the phone line for assistance accessing interpretation services.
- The Operations Department trains dispatchers, roadside supervisors, and operators on best practices and procedures for assisting LEP passengers in need of assistance. LEP passenger assistance measures are incorporated into orientation training for new operators, and refresher training for current operators.
- With the availability of the video interpretation service through Language Line, in person and virtual training was provided for Customer Service, Operations, and Travel Trainers. In addition, printed brochures and laminated materials containing multiple languages were distributed to assist in identifying the language needs of customers. (See Attachment 1).

### Element 4: Providing Notice to LEP Persons

Centro's current and planned measures to inform LEP persons of the availability of language assistance avenues include, but is not limited to, the following:

1. **Placards on buses:** Centro has informational placards on buses in Spanish that inform riders of Centro's language line and translation services.
2. **Local non-English newspapers:** When applicable, Centro issues media press releases in Spanish, and purchases advertisements in local non-English newspapers publicizing Centro services.
3. **Direct engagement with LEP populations and community organizations:** Through working with various community organizations, Centro seeks to identify and engage LEP populations in the community and inform them of available public transportation services and related language assistance mediums. Conducting "How-to-Ride" clinics in partnership with community organizations continues to be a great tool in educating LEP persons on how to use Centro services. Direct engagement with LEP persons also helps Centro learn what additional agency information may need translation.

### Element 5: Monitoring/Updating the Plan

Centro routinely reviews and updates its Language Assistance Plan, as necessary. Anticipated updates include the release of new Decennial Census data, LEP ridership trends identified through routine Customer Satisfaction Surveys, the addition of new counties to the Authority, and public comments received about the Plan. A review of the Language Assistance Plan occurs with each triennial Title VI program submission.





Europe	
<b>Albanian</b> Tregoni me gisht gjuhën tuaj. Do të thërresim një përkthyes. Përkthyesi ofrohet falas për ju.	<b>Shqip</b> ჯუღენტი გუგუნი გუგუნი გუგუნი. გუგუნი გუგუნი გუგუნი გუგუნი.
<b>Armenian</b> Հայերեն լեզվով կը խոսեմ: Բարձրագույնը կը օգնեմ:	
<b>Basque</b> Zure hizkuntza aukeratu. Jarraian interprete bati deituko diogu. Zerbitzu hau doakoa da.	<b>Euskara</b>
<b>Bosnian</b> Pokažite svoj jezik. Pozvat ćemo tumača. Usluga tumača su besplatne za vas.	<b>Bosanski</b>
<b>Bulgarian</b> Посочете вашия език. Ще бъде извикан преводач. Преводът е осигурен безплатно за вас.	<b>Български</b>
<b>Croatian</b> Pokažite svoj jezik. Prevoditelj će biti pozvan. Prevoditeljica će dobiti besplatno.	<b>Hrvatski</b>
<b>Czech</b> Ukažte na váš jazyk. Bude zavolán tlumočnick. Tlumočení je pro vás bezplatné.	<b>Čeština</b>
<b>Danish</b> Peg på dit sprog. En tolk vil blive tilkaldt. Tolken tilbydes uden omkostninger for dig.	<b>Dansk</b>
<b>Dutch</b> Wijls uw taal aan. Er zal contact worden opgenomen met een tolk. De service van de tolk is geheel gratis.	<b>Nederlands</b>
<b>Estonian</b> Osutage oma keelt. Vastava tõlgiga võetakse ühendust. Tõlketeenus on teie jaoks tasuta.	<b>Eesti keel</b>
<b>Finnish</b> Osoita omaa kieltä. Kutsumme tulkin paikalle. Tulkin käyttö on sinulle ilmaista.	<b>Suomi</b>
<b>French</b> Indiquez votre langue et nous appellerons un interprète. Le service est gratuit.	<b>Français</b>
<b>German</b> Zeigen Sie auf Ihre Sprache. Ein Dolmetscher wird angefordert. Der Dolmetscher ist für Sie kostenlos.	<b>Deutsch</b>
<b>Greek</b> Δείξτε τη γλώσσα σας και θα καλέσουμε ένα διερμηνέα. Ο διερμηνέας σας παρέχεται δωρεάν.	<b>Ελληνικά</b>
<b>Hungarian</b> Válassza ki a nyelvet. Tolmácsot fogunk hívti. A tolmaács az Ön számára díjtalan.	<b>Magyar</b>

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Europe - continued	
<b>Icelandic</b> Benti á þitt tungumál. Það verður hringt í túlk. Túlkunin er þér að kostnaðarlausu.	<b>Íslenska</b>
<b>Italian</b> Indicare la propria lingua. Un interprete sarà chiamato. Il servizio è gratuito.	<b>Italiano</b>
<b>Lithuanian</b> Nurodykite savo kalbą. Bus pakviestas vertėjas. Vertėjas jums bus suteiktas nemokamai.	<b>Lietuvių</b>
<b>Macedonian</b> Покажете на јазикот на кој зборуваат. Ќе повикаме преведувач. Услугите на преведувачот се бесплатни.	<b>Македонски</b>
<b>Norwegian</b> Pek på språket ditt. En tolk vil bli tilkalt. Tolken tilbys kostnadsfritt for deg.	<b>Norsk</b>
<b>Polish</b> Proszę wskazać swój język i wezwieśmy tłumacza. Usługa ta zapewniana jest bezpłatnie.	<b>Polski</b>
<b>Portuguese</b> Indique o seu idioma. Um intérprete será-lhe solicitado. A interpretação é fornecida sem qualquer custo para si.	<b>Português</b>
<b>Romanian</b> Indicați limba pe care o vorbiți. Vi se va face legătura cu un interpret care vă este asigurat gratuit.	<b>Română</b>
<b>Russian</b> Укажите язык на котором вы говорите. Вам вызовут переводчика. Услуги переводчика предоставляются бесплатно.	<b>Русский</b>
<b>Serbian</b> Pokažite svoj jezik. Prevodilac će biti pozvan. Prevodilac je za vas obezbeđen besplatno.	<b>Српски</b>
<b>Slovak</b> Ukažte na svoj jazyk. Zavoláme tlmočníka. Tlmočenie je pre vás bezplatné.	<b>Slovenčina</b>
<b>Spanish</b> Señale su idioma y llamaremos a un intérprete. El servicio es gratuito.	<b>Español</b>
<b>Swedish</b> Peka på ditt språk. En tolk kommer att tillkallas. Tolken erbjuds utan kostnad för dig.	<b>Svenska</b>
<b>Ukrainian</b> Вкажіть вашу мову. Вам виклинуть перекладача. Послуги перекладача надаються безкоштовно.	<b>Українська</b>
<b>Yiddish</b> צײַגט אױס די שפּראַך און מױן וועט רופן אױן איבערזעצער. איר דארפט גארניט צאלן.	<b>עברית</b>

Pacific Islands	
<b>Fijian</b> Dusia na nomu vosa. Ni na Vakautaki mai e dua na dau vakadewa vosa. Na dau vakadewa vosa e sega ni saumi.	<b>Vosa Vakaviti</b>
<b>Ilocano</b> Itudno yo ti sao yo. Aq awag da ti maysa nga mangipat-palurus nga tumulong kadakayo nga awan ti bayad na.	<b>Ilokano</b>
<b>Indonesian</b> Tunjukkan bahasa Anda. Penerjemah akan dihubungi. Penerjemah disediakan gratis tanpa dikenakan biaya.	<b>Bahasa Indonesia</b>
<b>Malay</b> Tunjukkan bahasa anda. Jurubahasa akan dihubungi. Jurubahasa akan disediakan tanpa anda dikenakan bayaran.	<b>Bahasa Melayu</b>
<b>Marshallese</b> Kelet kajin eo am. Im renasaj kūr juón am Ri-Ukok. Ri-Ukok eo enasaj jibañ eok ilo ejjelok wóneen.	<b>Kajin Majol</b>
<b>Samoaan</b> Fa'asino lau gagana. Ole a vala'au se fa'amatala'upu. Ua saunia se fa'amatala'upu e aunoa ma se tau e te totojiina.	<b>Fa'asamoa</b>
<b>Tagalog</b> Ituro po ang inyong wikang. Isang tagasalin ang ipagkakaloob nang libre sa inyo.	<b>Tagalog</b>
<b>Tongan</b> Tu'u i mai ho' o lea fakafonua. 'E ui ha fakatonulea. 'Oki ta' etotongi kia 'a e fakatonulea.	<b>Lea Faka-Tonga</b>

### North America, South America, and Caribbean

<b>American Sign Language</b> Point to your language. An interpreter will be called. The interpreter is provided at no cost to you.	<b>English</b>
<b>French</b> Indiquez votre langue et nous appellerons un interprète. Le service est gratuit.	<b>Français</b>
<b>Haitian Creole</b> Lonje dwèt ou sou lang ou pale a epi n'ap rele yon entèprèt pou ou. Nou ba ou sevis entèprèt la gratis.	<b>Kreyòl</b>
<b>Navajo</b> Naaad bi'adigi bi'adigi' dani diilinih. Aa' hainé é' bi' h'ago bi'di'ooniil. Aa' hainé é' bi' d'oo h'alda yit' h'ego bik é' ni diilid' da. T'ajilgi é' na ad' h'oodoohi.	<b>Diné k'ehij</b>
<b>Portuguese</b> Indique o seu idioma. Um intérprete será chamado. A interpretação é fornecida sem qualquer custo para você.	<b>Português</b>
<b>Spanish</b> Señale su idioma y llamaremos a un intérprete. El servicio es gratuito.	<b>Español</b>

### Centro

#### To Access an Interpreter:

1. Dial: 1-866-874-3972
2. Provide: [REDACTED]
3. Indicate: Language

Visit [www.LanguageLine.com](http://www.LanguageLine.com) or call 1-800-752-6096 for more information on all our language access solutions:

- Phone, video, and onsite interpreting
- Translation and Localization
- Bilingual staff and interpreter testing and training

CustomerCare@LanguageLine.com

1-800-752-6096



## Language Identification Guide

LanguageLine Solutions®

LanguageLine Solutions' Interpreters are available in more than 240 languages and American Sign Language. 24 hours a day, seven days a week to communicate with limited English proficient or Deaf or Hard-of-Hearing individuals.

- Present this guide to determine which language to request.
- Languages are listed by geographic location.
- The individual can point to their preferred language.
- Each statement is translated to read:

### English

Point to your language. An interpreter will be called. The interpreter is provided at no cost to you.



India, Pakistan, and Southwest Asia	
<b>Bengali</b> আমরা ভাষা নিয়ে নির্মল কলম। একজন সোভার্বিত ভাষা বলে। গোড়াই আমনি নিবন্ধার পাতল।	বাংলা
<b>Gujarati</b> તમારી ભાષાની ઉદભવ કરો. ફલભિધાને બોલાવી શકશે. ફલભિધાને બોલાવવામાં તમારે ખરે ખાર બોલી નહીં નહીં.	ગુજરાતી
<b>Hindi</b> अपनी भाषा को हिन्दी कहें। बिनाके अक्षरों, आपने लिए इन्दीया हुलावा आपणा। आपने लिए इन्दीया की सिद्धिक अक्षरों की आनी है।	हिंदी
<b>Malayalam</b> നിങ്ങളുടെ ഭാഷയെക്കുറിച്ച് ചുരുക്കം ഒരു വ്യവസ്ഥയെക്കുറിച്ചുള്ള സംവാദം ലഭ്യമാക്കും. ഇത് വ്യവസ്ഥയെക്കുറിച്ചുള്ള സംവാദം നിങ്ങളുടെ സംവാദത്തെക്കുറിച്ച് നൽകുന്നു.	മലയാളം
<b>Nepali</b> आपनी भाषाको हिन्दी भन्नुनुहोस्। एक विचारको बिना सम्झिने बिना कुनै सम्झने, एकान्ता रूपमा उपस्था गर्नुहुनेछ।	नेपाली
<b>Punjabi</b> ਆਪਣੀ ਭਾਸ਼ਾ ਨੂੰ ਹਿੰਦੀ ਭਾਸ਼ਾ ਦੇ ਰੂਪ ਵਿੱਚ ਦੱਸੋ। ਸਮਝਣ ਦੀ ਸਹੂਲਤ ਲਈ ਹਿੰਦੀ ਭਾਸ਼ਾ ਦੀ ਵਰਤੋਂ ਕਰੋ।	ਪੰਜਾਬੀ
<b>Sinhalese</b> ඔබේ භාෂාව සිංහලයයි. ඔබ සිංහලයෙකුට භාෂාවෙන් අවබෝධ කරගන්න ඔබ සිංහලයෙකුට භාෂාවෙන් අවබෝධ කරගන්න.	සිංහල
<b>Tamil</b> உங்கள் மொழியைத் தமிழ் என்று சொல்லுங்கள். மொழியைப்பற்றியதை ஒருவர் அறியவேண்டியிருக்கிறது. மொழியைப்பற்றியதை ஒருவர் அறியவேண்டியிருக்கிறது.	தமிழ்
<b>Telugu</b> మీ భాషను తెలుగునాడు. మీ భాషను తెలుగునాడునాడు తెలుగునాడునాడు. మీ భాషను తెలుగునాడునాడు తెలుగునాడునాడు తెలుగునాడునాడు.	తెలుగు
<b>Urdu</b> اُردو اُردو زبان پر اشارہ کریں۔ ایک ترجمان کو بلاجئے گا۔ ترجمان کا انتظام آپ پر بغیر کسی خرچ کے کیا جائے گا۔	اُردو
Africa	
<b>Acholi</b> Siem thok ma iyae. Ja loko ibro luongi. Jaloko no ochiumi ma onge chudo.	Acholi
<b>Amharic</b> የግንደቆተኝ የመልክተኝ፡፡ አቶርጋሚ ይጠራል፡፡ አቶርጋሚው በገዳ ይቀርባል፡፡	አማርኛ
<b>Arabic</b> نحن نقدم خدمة الترجمة مجاناً لك.	العربية
Asia	
<b>China</b> 请指認您的語言，以便為 您提供免費的口譯服務。	中国
<b>Cantonese</b> 廣東話	Cantonese
<b>Chaochow</b> 潮州話	Chaochow
<b>Fukienese</b> 福建話	Fukienese
<b>Mandarin</b> 國語	Mandarin
<b>Shanghai</b> 上海話	Shanghai
<b>Taiwanese</b> 台灣話	Taiwanese
<b>Toishanese</b> 台山話	Toishanese
Asia - continued	
<b>Burmese</b> သင့်ဘာသာစကားကို ဂျပန်ဘာသာစကားဖြင့် ဖော်ပြပါ။ သင့်ဘာသာစကားကို ဂျပန်ဘာသာစကားဖြင့် ဖော်ပြပါ။	မြန်မာ
<b>Hmong</b> Taw rau koj hom lus. Yuav hu rau ib tug neeg txhais lus. Yuav muaj neeg txhais lus yam lus koj tsis tau them dab tsi.	Hmong
<b>Indonesian</b> Turjukkan bahasa Anda. Penerjemah akan dihubungi. Penerjemah disediakan gratis tanpa dikenakan biaya.	Bahasa Indonesia
<b>Japanese</b> あなたの話す言語を教えてください。 無料の通訳サービスを提供します。	日本語
<b>Karen</b> ဒိုင်းလိခ်အတွက်တစ်ခုခုကိုပေးပါ။ တစ်ခုခုကိုပေးပါ။	ကရင်
<b>Khmer (Cambodian)</b> ព្រះបរមរាជវាំង ព្រះបរមរាជវាំង ព្រះបរមរាជវាំង ព្រះបរមរាជវាំង	ខ្មែរ (កម្ពុជា)
<b>Korean</b> 귀하께서 사용하는 언어를 지정하시면 해당 언어 통역 서비스를 무료로 제공해 드립니다.	한국어
<b>Laotian</b> ສື່ສານສາທິລາວ ສື່ສານສາທິລາວ ສື່ສານສາທິລາວ ສື່ສານສາທິລາວ ສື່ສານສາທິລາວ ສື່ສານສາທິລາວ	ພາສາລາວ
<b>Malay</b> Turjukkan bahasa anda. Jurubahasa akan dihubungi. Jurubahasa akan disediakan tanpa anda dikenakan bayaran.	Bahasa Melayu
<b>Mien</b> Ning langz meih nyet waac fong. Nih nyuap porz waac meih ok zuec hok. Wa meih nyet waac fong. Nih nyuap porz waac meih ok zuec hok. Wa meih nyet waac fong. Nih nyuap porz waac meih ok zuec	Mein
<b>Mongolian</b> Таныг хэлээ заа. Оруулагч дуудагдана. Оруулагчийн тусламж танд үнэгүй байх болно.	Mongol
<b>Thai</b> ขอชี้แจงว่าท่านพูด แล้วเราจะจัดหาคนให้ท่าน การให้คนให้ท่านพูดแล้วเราจะจัดหาคนให้ท่าน	ไทย
<b>Vietnamese</b> Hãy chỉ vào ngôn ngữ của quý vị. Một thông dịch viên sẽ được gọi đến, quý vị sẽ không phải trả tiền cho thông dịch viên.	Tiếng Việt
Middle East	
<b>Arabic</b> نحن نقدم خدمة الترجمة مجاناً لك.	العربية
<b>Armenian</b> Դուք քիչ քիչ ասելով ասե՛ք ինչ լեզուով եք խոսում: Քաղաքացիները խոսում են հայերենով, քիչ քիչ ասելով ասե՛ք ինչ լեզուով եք խոսում:	Հայերեն
<b>Azerbaijani</b> Dənizdəyiniz dili bildirin. Sizin üçün tərcüməçi dəvət olunacaq. Tərcümə xidməti üçün ödəniş tələb olunmur.	Azerbaycan dili
<b>Dari</b> زبان مورد نظر را نشان دهید. یک مترجم برای شما درخواست داده شد. این برای شما کدام گزینه در بین نواحی داشت.	فارسی
<b>Hebrew</b> הצבע לעבר השפה שלך, ואנחנו נחזקך למחרת. שירותנו של המזכירן ניתן ללא תשלום.	עברית
<b>Kurdish</b> کۆری یه زمانێکێمان وێڕێکێکێمان دهکێت. ئێمه به زمانێکێمان وێڕێکێکێمان دهکێت.	کوردی
<b>Pashto</b> خپلو ژبې ته اشاره وکړئ. یو ژباړونکی به رایانل شي. ستاسو له پاره د ژباړونکي انتظام په وړیا توګه کيږي.	پښتو
<b>Turkish</b> konuştüğünüz dili gösterin. Sizin için bir çevirmen aranacaktır. Bu çevirmen size ücretsiz saglanır.	Türkçe
Asia	
<b>China</b> 请指認您的語言，以便為 您提供免費的口譯服務。	中国
<b>Cantonese</b> 廣東話	Cantonese
<b>Chaochow</b> 潮州話	Chaochow
<b>Fukienese</b> 福建話	Fukienese
<b>Mandarin</b> 國語	Mandarin
<b>Shanghai</b> 上海話	Shanghai
<b>Taiwanese</b> 台灣話	Taiwanese
<b>Toishanese</b> 台山話	Toishanese
Africa - continued	
<b>Dinka</b> Weet ten thoundie. Raan weetgeric a col. Agerwelyic ku a cin aroop biyik yen.	Thok monyjang
<b>French</b> Indiquez votre langue et nous appellerons un interprète. Le service est gratuit.	Français
<b>Hausa</b> Nuna zuwa ga yarenka. Za a kira tafinta. An samar maka da tafintan ne ba tare da sai an biya kudi ba.	Hausa
<b>Italian</b> Indicare la propria lingua. Un interprete sarà chiamato. Il servizio è gratuito.	Italiano
<b>Nuer</b> Ku tilmäñ luqäddäädä. Turjubäñ äwää looyäñir-doonää. Turjubäñkä läguugu yeeräyo wää biläädsh.	Mägäcä luqäddä
<b>Oromo</b> Gara afaan keetti eeri. Turjumaanni ni waamama. Turjumaanni beesee taakka malee sif optaawaa.	Oromo
<b>Portuguese</b> Indique o seu idioma. Um intérprete ser-lhe-á solicitado. A interpretação é fornecida sem qualquer custo para si.	Português
<b>Portuguese Creole</b> Nho pontá pa lingu qui nho ta papá. No ta aranja um interprete pa nho. No ta rraje um interprete e nho ca ta pagá nada pa el.	Crioulo Portugues
<b>Somali</b> Farta ku fiqluqaadaa... Waxa laguugu yeeri doonaa turjubaan. Turjubaanka wax lacagi kaaga bixi mayso.	Af-Soomali
<b>Swahili</b> Onyesha lugha yako. Mikalimani ataitwa. Utapewa mikalimani bila gharama yoyote.	Kiswahili
<b>Tigrinya</b> ፍጥነትኩም ኣመልኩት፡፡ ኣቶርጋሚ ከጽዮላ ይገኛል ኣቶ፡፡ ኣቶርጋሚ ኣቶከፍልዎ ዝኾነ ከፍልታ የለን፡፡	ትግርኛ
<b>Wolof</b> Taamal sa lakk ngir fiou boleta ak kou deegg sa lakk mou dimbeulli leu. Ndimbeul bi do ci fey dara.	Wolof
<b>Yoruba</b> Tòkà sí adé rẹ. À ó pe ọgbùfọ̀ kan. Ọfẹ̀ ní à ọ pe ọgbùfọ̀ yìí fun ọ.	Yorubá

# Public Participation Plan Executive Summary

Public participation is the process by which an organization consults with interested or affected individuals, organizations, and government entities before making decisions. It is a two-way communication and collaborative problem-solving effort intended to guide and manage diverse opinions.

This Public Participation Plan will guide the dissemination of information and establish a framework for the solicitation of public comments on the development and review of programs and projects carried out by the Authority.

## **Notable revisions from the last report (2019):**

- Updated service area to include Cortland County.
- Added goals of the PPP.
- Added details of engagement strategies for mobile, virtual, and on-board & transit hub engagement.
- Increased minor route and service change notification from at least seven (7) days to at least ten (10) days prior to change taking effect.
- Updated Public Hearing Process details including:
  - Decreased legal notice publication from 21 days to a minimum of fourteen (14) days before hearing is held
  - Information to be presented at the hearing will be made available to the public at least 72 hours before the hearing is held
  - Public comments are limited to three (3) minutes per speaker





# PUBLIC PARTICIPATION PLAN

2025 Revision



Central New York Regional Transportation Authority  
Recipient ID: 1778

Steven Koegel – email: [skoegel@centro.org](mailto:skoegel@centro.org)  
VP Business Development & Corporate Communications

Paula Cutrone – email: [pcutrone@centro.org](mailto:pcutrone@centro.org)  
Senior Manager of Transit Data and Equity





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All photographs courtesy of Centro Marketing and Communications Department.



## INTRODUCTION

### About Centro

The Central New York Regional Transportation Authority (Centro) is the public transportation provider for a five-county area serving the center of New York State. Centro serves the counties of Onondaga, Cayuga, Cortland, Oneida, and Oswego, including the cities of Syracuse, Auburn, Cortland, Rome, Utica, Oswego, and Fulton. Centro's Board of Members and staff are committed to providing efficient, effective transportation services that enhance the quality of life throughout the Central New York region.



### Service Area Map



### Goals of the Public Participation Plan

Centro respects and values the input of the community and its stakeholders in its decision-making process. As such, Centro has adopted the following key goals to help guide its public participation process.

1. Provide multiple ways for the public to share meaningful feedback.
2. Conduct outreach early to identify key issues and challenges faced by the community.
3. Build trust with the community and strengthen the legitimacy of decisions.
4. Promote fair treatment and opportunity for participation in all major service and fare changes.

## Revision Justification

The last revision of Centro's Public Participation Plan (PPP) was in 2019. As a result of the COVID-19 pandemic, modern technologies and strategies emerged for engaging with the public. To better serve its customers and the community, Centro's public participation strategies needed to change. The revision of this document incorporates the methods of outreach Centro finds to be successful for its region. Centro's service is being expanded as well as being redesigned. It is crucial that this PPP reflects Centro's commitment to continuous, open communication in support of these projects.

## REGULATIONS AND POLICIES

Below is an overview of the regulations and policies that Centro operates within. Supporting circulars, when available, are documented for reference.

### Federal Requirements

- Urbanized Area Formula Funding - 49 U.S.C. 5307
  - FTA C 9050.1A dated November 1, 2024
- Rural Areas Formula Funding – 49 U.S.C. 5311
  - FTA C 9040.1H dated November 1, 2024
- Americans with Disabilities Act of 1990
  - FTA C 47101.1 Americans with Disabilities Act (ADA) Guidance dated November 4, 2015
- Title VI of the Civil Rights Act of 1964
  - FTA C 4702.1B Title VI Requirements and Guidelines for Federal Transit Administration Recipients dated October 1, 2012
- Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
  - FTA C 4702.1B Title VI Requirements and Guidelines for Federal Transit Administration Recipients dated October 1, 2012
- Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (*rescinded January 21, 2025*)
  - FTA C 4703.1 – Environmental Justice Policy Guidance for Federal Transit Administration Recipients dated August 15, 2012
- Executive Order 14096 – Revitalizing Our Nations Commitment to Environmental Justice for All (*rescinded January 21, 2025*)
- National Environmental Policy Act of 1969 (NEPA) - 42 U.S.C. §4321 et seq.

### New York State Requirements

- NY Public Authorities Law
- NY Public Officers Law Article 7 §100-111 - Open Meetings Law

### Language Access Plan for Limited English Proficient Populations

Title VI directs each Federal agency to develop and implement a system by which limited English proficient (LEP) populations can meaningfully access the services it funds. Centro, as an FTA grantee, is required to ensure meaningful access to benefits, services, and information for LEP individuals. Centro has developed a Language Assistance Plan (LAP) for LEP individuals as part of its Title VI program. The plan is updated to correspond with the triennial Title VI Program Report submission to the FTA. A summary of outreach efforts since the previous Title VI Program submission is included in the content of the report.

## ENGAGEMENT STRATEGIES

The tactics described below are used to engage with and provide outreach to the community and its stakeholders. Centro both communicates information and solicits feedback from the public.

### MOBILE ENGAGEMENT

**Community Bus:** Centro has retrofitted a bus by removing seats and adding counters and cabinets. The bus has ample space to welcome members of the community aboard to meet with Centro representatives.

The Community Bus is a mobile meeting space, allowing Centro to take public engagement to any location where the bus can be accommodated. Centro employees have used the space on the Community Bus to share available fare and pass options, instruct individuals on how to use Centro's transit tools to access real-time bus information, explain paratransit services and how to apply for Call-A-Bus, and explain the MOVE on-demand service.

A Public Hearing was held on board the Community Bus in the parking lot of a park in an affected service area. Centro representatives were able to give a presentation, answer questions, and get feedback regarding proposed service changes.

**Community Events:** Centro participates in many diverse types of community events. Over the past three years, Centro has been inviting employees and their families to march alongside a bus in several different parades including St. Patrick's Day, Memorial Day, Juneteenth, CNY Pride, and the CNY Veterans Parade and Expo. Centro has participated in events during which children were welcomed aboard its buses for an interactive experience at events such as Big Rig Day, Story Bus, and Touch-A-Truck. Centro provides shuttle services for events including the ADA Anniversary Parade, Honor Flight, Lights on the Lake, and the Salvation Army Distribution Day which exposes community members to the services Centro offers. In addition, Centro staff volunteer annually with the Southside cleanup in honor of Earth Day. Participating in these events is critical for fostering a positive relationship with the community.

**Community Feedback & Information Sessions / Public Meetings:** In person outreach events are held at times and locations that are convenient and accessible for the community. When practicable, events may be coordinated with community organizations, educational institutions, or other organizations to engage members of affected minorities and LEP communities. When considering a major service or fare change, a public meeting may be held to present the draft changes.



Other outreach efforts may solicit input from a forum of organizations serving minorities, low-income individuals, as well as individuals with disabilities and limited English proficient populations. Structured meetings may be held on specific proposals and projects to expand support and encourage broad-based public participation in the development and review of programs and projects. Centro promotes opportunities for the inclusion of minority, low-income and limited-English populations in this forum. Public input may be drawn from, but not necessarily limited to, organizations such as:

- Arise
- Aurora of CNY, Inc.
- Catholic Charities
- CenterState CEO
- CNY Works
- Enable
- InterFaith Works of Central New York
- National Association for the Advancement of Colored People
- PEACE, Inc.
- Refugee Resettlement Services
- The Salvation Army
- Spanish Action League
- Syracuse Metropolitan Transportation Council
- Syracuse Public Schools
- Tomorrow's Neighborhoods Today (TNT)
- University/College Representatives
- Veterans Service Agencies

**Open Houses / Job Fairs:** The primary focus of hosting open houses and participating in job fairs has been to recruit employees. These events may also be used for outreach and feedback regarding service and fare changes or to solicit general feedback from the community.

## VIRTUAL ENGAGEMENT

**Customer Service:** Free over-the-phone and in-person interpretation services are available to limited and non-English speaking individuals with questions regarding Centro's service. The service, which is available either by contacting Centro's Call Center during regular business hours or approaching a Centro representative, is provided via Centro's Language Line interpretation service account. Centro also offers ASL interpretation services on an as-needed basis utilizing this same approach.

**Mobile App:** The GoCentroBus mobile app, which provides access to real-time bus information, is available for download on portable smart devices. The app provides Centro contact information including phone numbers, mailing addresses, and a link to Centro's website. There is also a feedback form through which Centro can receive feedback.

**Press Releases and Media Relations:** Radio, television, newspaper, and digital media ads are regularly placed in media outlets that serve the general population as well as minority and LEP populations.

**Service Alerts / Email:** Customers wishing to receive email and/or text alerts concerning Centro detours, delays, and public outreach events are encouraged to sign up via the Centro website.

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**Social Media:** Facebook, Instagram, X (formerly Twitter), and LinkedIn pages are updated regularly with information concerning Centro projects, planning, and community events. Social media followers can view Centro information in their native language on their mobile devices through the language settings feature. Centro solicits public input on an ongoing basis through its social media channels. This approach provides opportunities for proactive, early, and continuous public participation regarding Centro projects, programs, and overall decision-making process. This social media strategy allows staff wide latitude to adapt to and take advantage of changing communication technologies. Social media is used to interact with individuals, groups, businesses, and strategic partners to help improve customer satisfaction.



The monthly Board of Members meeting is live streamed on Centro's YouTube page with the recording made available for playback following the meeting. In addition, instructional videos on how to ride Centro's service and how to use different payment methods can also be accessed on this site. The closed captions settings allow viewers to choose the language to be displayed on the screen.

**Website:** Centro's website ([www.centro.org](http://www.centro.org)) provides access to Board of Members meetings, Board approved policies, information regarding public meetings, public hearings, significant service redesign projects, upcoming events, and schedule information. The website also contains an online form through which the public may submit feedback, concerns, questions, complaints, or contact the Authority regarding any Centro matter. The website contains Centro's mailing address, email address, and telephone number as alternative methods of contact. To help improve communication with LEP populations, Centro's website contains a language translator. Centro schedules and documents can be translated into the native language of the site visitor upon request.

## ON-BOARD & TRANSIT HUB ENGAGEMENT

**Announcements:** Centro buses have automated messages in English and Spanish regarding service changes, new products, and public meetings.

**Customer Surveys:** Customer demographic/travel pattern on-board surveys are conducted every three to five years on fixed route service. Surveys are available in English and Spanish. Customer satisfaction and other types of feedback surveys are conducted on an as-needed basis. In certain instances, those surveys may be made available via Centro's website.

Centro engages in outreach initiatives with the Syracuse Metropolitan Transportation Council (SMTTC) to gain a better understanding of the community's public transit needs and expectations. The most recent example was Exploring Tomorrow's Transit (ETT), which has helped shape Centro's future Onondaga County system



redesign. Community members were invited to participate in an online survey, the results of which were shared with Centro and its consulting team.

**Flyers:** Flyers detailing service changes, feedback sessions, etc. are printed and posted on buses in and near affected service area. Flyers are posted a minimum of ten days before a minor route or schedule change and ten days before a major service or fare change. Flyers are also handed out to customers boarding affected bus routes.

## PUBLIC NOTIFICATION OF MINOR ROUTE AND SCHEDULE CHANGES

Except when impossible due to an emergency condition, minor route and service changes are publicized no less than ten days prior to such changes taking effect. Methods of providing notice may include any of the following: social media announcements, distribution of revised timetables, flyers, posted notices, and media releases. Centro continuously solicits feedback on service changes.

## MAJOR SERVICE AND FARE CHANGE PUBLIC PARTICIPATION

Centro's policy is to solicit feedback and respond to public comments regarding major service changes and fare changes in a reasonable and practicable manner.

Major service changes (as described in the Major Service Change Policy) and any fare structure changes are made available for public input and CNYRTA Board consideration prior to implementation. The following changes are exempt from the formal hearing process: school tripper, specialized service, experimental service, temporary service changes, and promotional fares.

### Public Outreach Process

Centro undertakes a comprehensive and inclusive outreach process during the planning phase of a major service change. During the public outreach period, Centro posts information and accepts comments regarding proposed changes on its website and social media accounts. Centro may also elect to hold public information meetings in local communities, attend stakeholder group meetings, and present the changes to its Accessible Transportation Advisory Committee (ATAC). The purpose is to include the community, with special regard for minority, low-income, and limited English proficient populations, in the planning stages of proposed changes.

### Public Hearing Process

As required by the FTA, and in compliance with Title VI of the Civil Rights Act of 1964, Centro conducts a Service and Fare Equity Analysis to assess the effects of a proposed fare or major service change on minority and low-income populations during the planning of such changes. The analysis may address alternatives available for people affected by the changes. The results of the analysis are reported to Centro's Board of Members prior to a formal public hearing.

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- A legal notice of the proposed change(s) is published in a newspaper of general circulation or their affiliated website and, if applicable, in newspapers or on websites oriented to the specific groups or communities affected. The information is also posted inside buses. Such notices include information as to the date, time, and place of the hearing, a summary of the proposed changes, and information for requesting translation services. Notices are published for a minimum of 14 days before the public hearing is held.
- Information to be presented at the public hearing is made available to the public at least 72 hours before the hearing. Documents are posted on the Centro website or any secondary website maintained by consultants or other organizations acting on behalf of Centro.
- Public hearings are held at an accessible location, on days and times that allow the public maximum opportunity for public comment. At least one hearing will be held in each affected county. Locations should be selected which are within, or near, the area affected by the change. Ideal locations will be accessible via the existing transit network, except in cases where service is being added to an area where transit does not currently exist.
- The Chairman of the Board, Chief Executive Officer, or their designee shall preside over the meeting.
- Participants are invited to sign in as they enter the meeting room and anyone wishing to deliver a public comment regarding the subject of the meeting is asked to indicate such on the form. Comments are limited to three minutes. Lengthier comments are accepted in written form after the hearing is closed.
- Public hearings are video recorded and posted to Centro's YouTube channel except when circumstances prevent it.
- A transcript of the hearing proceedings is produced for the record. Oral comments made at the hearing are transcribed. Written comments are also accepted for seven days after the hearing. Comments on social media channels related to the content of the public hearing will be documented.
- A report on all public comments received, and the responses given, is submitted to Centro's Board of Members. Recommended changes to the proposal in response to public comments are also presented. Adequate time is allowed for the Board of Members to review any transcripts or written comments prior to taking official action.
- Following completion of the process described above, decisive action shall be taken by formal resolution at an official meeting of the CNYRTA Board of Members.
- Final public notice of major service changes or any changes in the fare structure are given at least ten days in advance of the effective date of the change.



## MONITORING AND EVALUATION OF PPP

Centro continuously monitors and evaluates its public participation process. Regular review is accomplished by tracking website and social media usage and conducting periodic online surveys to determine demographic usage of website and social media sites. The public is encouraged to provide comments and suggestions through various channels and open dialogue is maintained with advisory groups and stakeholders throughout the community on transportation and planning issues. A record of public comments and those of institutional representatives is documented as well as Centro's response to such comments.

The Public Participation Plan is reviewed and updated as necessary every three years.

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