CENTRAL NEW YORK
REGIONAL TRANSPORTATION AUTHORITY

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Revised – July 2013
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ORGANIZATION CHART
I. INTRODUCTION

The Central New York Regional Transportation Authority ("CNYRTA") is authorized by N.Y. Public Authorities Law §1325 et seq. The CNYRTA is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178. The transportation district and present service area of CNYRTA consists of Onondaga, Cayuga, Oswego and Oneida counties. Three other counties (Cortland, Jefferson, Madison) may join the district by vote of their county legislatures.

CNYRTA provides its services through operating subsidiary corporations which include:

- CNY Centro, Inc.
- Centro of Cayuga
- Centro of Oswego
- Centro of Oneida
- Call-A-Bus Paratransit Services
- Centro Parking
- ITC, Inc.
- COORTRANS


CNYRTA reserves the right to amend this Program from time to time in its discretion, or as required to comply with changes in applicable statutes, regulations or guidelines.

II. DEFINITIONS

The terms used in this program have the meanings defined in 49 CFR 26.5, unless otherwise specified.

Affiliation has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

1. Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:
   1. One concern controls or has the power to control the other; or
   2. A third party or parties controls or has the power to control both; or
   3. An identity of interest between or among parties exists such that affiliation may be found.

2. In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlakatla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes,
in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native
group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban
Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with
the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.).

“Compliance” means that a recipient has correctly implemented the requirements of this part.

Contract means a legally binding relationship obligating a seller to furnish supplies or services
(including, but not limited to, construction and professional services) and the buyer to pay for them.

Contractor means one who participates, through a contract or subcontract (at any tier), in a DOT-
assisted highway, transit, or airport program.

Department or DOT means the U.S. Department of Transportation, including the Office of the
Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and
the Federal Aviation Administration (FAA).

Disadvantaged business enterprise or DBE means a for-profit small business concern --
(1) That is at least 51 percent owned by one or more individuals who are both socially and
economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned
by one or more such individuals; and
(2) Whose management and daily business operations are controlled by one or more of the
socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier)
funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees,
except a contract solely for the purchase of land.

Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which,
by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the
program requirement.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister,
grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law.

Indian tribe means any Indian tribe, band, nation, or other organized group or community of
Indians, including any ANC, which is recognized as eligible for the special programs and services
provided by the United States to Indians because of their status as Indians, or is recognized as such by
the State in which the tribe, band, nation, group, or community resides. See definition of “tribally-
owned concern” in this section.

Joint venture means an association of a DBE firm and one or more other firms to carry out a
single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills
and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work
of the contract and whose share in the capital contribution, control, management, risks, and profits of the
joint venture are commensurate with its ownership interest.

Native Hawaiian means any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of
Hawaii.

Native Hawaiian Organization means any community service organization serving Native
Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii,
is controlled by Native Hawaiians, and whose business activities will principally benefit such Native
Hawaiians.

Noncompliance means that a recipient has not correctly implemented the requirements of this
part.
Operating Administration or OA means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The “Administrator” of an operating administration includes his or her designees.

Personal net worth means the net value of the assets of an individual remaining after total liabilities are deducted. An individual’s personal net worth does not include: The individual’s ownership interest in an applicant or participating DBE firm or the individual’s equity in his or her primary place of residence. An individual’s personal net worth includes only his or her own share of assets held jointly or as community property with the individual’s spouse.

Primary industry classification means the four digit Standard Industrial Classification (NAIC) code designation which best describes the primary business of a firm. The NAIC code designations are described in the Standard Industry Classification Manual. As the North American Industrial Classification System (NAICS) replaces the NAIC system, references to NAIC codes and the NAIC Manual are deemed to refer to the NAICS manual and applicable codes. The NAIC Manual and the NAICS Manual are available through the National Technical Information Service (NTIS) of the U. S. Department of Commerce (Springfield, VA, 22261). NTIS also makes materials available through its web site (www.ntis.gov/naics).

Primary recipient means a recipient which DOT financial assistance and passes some or all of it on to another recipient.

Principal place of business means the business location where the individuals who manage the firm's day-to-day operations spend most working hours and where top management's business records are kept. If the offices from which management is directed and where business records are kept are in different locations, the recipient will determine the principal place of business for DBE program purposes.

Program means any undertaking on a recipient's part to use DOT financial assistance, authorized by the laws to which this part applies.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses.

For the purposes of this part, race-neutral includes gender-neutrality.

Recipient is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

Secretary means the Secretary of Transportation or his/her designee.

Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Administration or SBA means the United States Small Business Administration.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in 26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
(i) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
(ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
(iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
(vi) Women;
(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.
You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., 'You must do XYZ' means that recipients must do XYZ).

CNYRTA means the Central New York Regional Transportation Authority and/or the applicable operating subsidiary corporation(s).
We or us means the Central New York Regional Transportation Authority and/or the applicable operating subsidiary corporation(s), unless the context requires otherwise.

III. OBJECTIVES AND POLICY STATEMENT

The Central New York Regional Transit Authority (“CNYRTA”) has established a Disadvantaged Business Enterprise (“DBE”) program in accordance with regulations of the U.S. Department of Transportation (“DOT”), 49 CFR Part 26. CNYRTA has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, CNYRTA has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of CNYRTA to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy -

To ensure nondiscrimination in the award and administration of DOT assisted contracts;

To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;

To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;

To help remove barriers to the participation of DBEs in DOT assisted contracts; and

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Chief Financial Officer has been delegated as the DBE Liaison Officer. The DBE Liaison Officer is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by CNYRTA in its financial assistance agreements with the Department of Transportation.

CNYRTA has disseminated this policy statement to the Board of Directors and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts.

See copy of policy statement attached as Appendix “1”.
IV. NONDISCRIMINATION

CNYRTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, CNYRTA will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

V. DBE PROGRAM UPDATEs

We will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

VI. QUOTAS

We do not use quotas in any way in the administration of this DBE program.

VII. DBE LIAISON OFFICER

We have designated the following individual as our DBE Liaison Officer (“DBELO”):

Christine LoCurto  
CFO  
Central New York Regional Transportation Authority  
200 Cortland Avenue  
P.O. Box 820  
Syracuse, NY 13205-0820  
(315) 442-3355

The DBELO is responsible for implementing all aspects of the DBE program and ensuring that CNYRTA complies with all provisions of 49 CFR Part 26. DBELO has direct, independent access to the Executive Director of CNYRTA concerning DBE program matters. The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. Duties and responsibilities include the following.

Gathers and reports statistical data and other information as required by DOT.

Reviews third party contracts and purchase requisitions for compliance with this program.

Works with all departments to set overall annual goals.

Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.

Analyzes CNYRTA’s progress toward goal attainment and identifies ways to improve progress.

Participates in pre-bid meetings.

Advises the Executive Director and Board of Directors on DBE matters and achievement.

Participates with the legal counsel and project manager to determine contractor compliance with good faith efforts.

Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.

Plans and participates in DBE training seminars.

Provides outreach to DBEs and community organizations to advise them of opportunities.

Maintains CNYRTA’s updated directory on certified DBEs.

Other staff work with the DBELO in implementing this DBE program. The Director of Marketing is involved in facilitating the outreach program to inform potential DBEs of potential contracting opportunities.
VIII. FEDERAL FINANCIAL ASSISTANCE AGREEMENT ASSURANCE

CNYRTA has signed the following assurance, applicable to all DOT-assisted contracts and their administration. This language will appear in financial assistance agreements with any subrecipients.

CNYRTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to CNYRTA of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

IX. DBE FINANCIAL INSTITUTIONS

It is the policy of CNYRTA to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

At present, CNYRTA is unaware of any such institutions in its community. CNYRTA has reviewed the list of minority owned banks maintained by the Federal Reserve System before reaching this conclusion. CNYRTA encourages the use of the services of financial institutions owned and controlled by disadvantaged persons, when such institutions are available.

X. DBE DIRECTORY

CNYRTA utilizes the State of New York Unified Certification Program Business Directory. This application is a search engine for the combined business directories of the New York Department of Transportation, Metropolitan Transportation Authority, Niagara Frontier Transportation Authority and Port Authority of New York New Jersey. Firms certified as Federal Disadvantaged Business Enterprises (DBEs) by one of these agencies are now automatically certified with all four. The directory is located on line at www.nysucp.net.
XI. OVERCONCENTRATION

CNYRTA has not identified overconcentration through its goal-setting process (see below) or through any other means permitted by 49 C.F.R. §26.33. If, in the future, CNYRTA determines that DBE firms are so overconcentrated in a certain type of work as to unduly burden the opportunity of non-DBE firms to participate in this type of work, CNYRTA will devise appropriate measures to address this overconcentration, in accordance with 49 C.F.R. §26.33.

XII. REQUIRED CONTRACT CLAUSES

Contract Assurance

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 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.

Prompt Payment

We will include the following clause in each DOT-assisted prime contract:

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

If a contractor fails to comply with the prompt payment clause, it may be subject to remedies including withholding of further payments from CNYRTA and/or termination of the contract.

XIII. MONITORING AND ENFORCEMENT MECHANISMS

We will bring to the attention of the FTA Office of Civil Rights any false, fraudulent, or dishonest conduct in connection with the program, so that the Regional Civil Rights Officer can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector
General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107. We also will consider similar action under our own legal authorities, including responsibility determinations in future contracts.

In the events of non-compliance with the DBE regulation by a participant in our procurement, it may be subject to remedies including withholding of further payments from CNYRTA and/or termination of the contract.

We will implement appropriate mechanisms to ensure compliance with the part's requirements by all program participants (e.g., applying legal and contract remedies available under Federal, state and local law).

We will verify that the work committed to DBEs at contract award is actually performed by the DBEs. CNYRTA will maintain a running tally of actual DBE attainments (e.g., payments actually made to DBE firms) and ensure that DBE participation is credited toward overall or contract goals only when payments are actually made to DBE firms.

CNYRTA requires its prime contractors to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE. CNYRTA approves all substitutions of subcontractors, in order to ensure that the substitute firms are eligible DBEs.

Any DBE subcontracting programs or documentation required by CNYRTA shall be submitted to CNYRTA by the apparent successful bidder/proposer. Failure to submit such materials shall make the bidder/proposer ineligible for award.

CNYRTA shall advise each subrecipient, contractor, or subcontractor that failure to carry out the requirements set forth in the required contract provisions shall constitute a breach of contract and may result in termination of the agreement or contract by CNYRTA or such remedy as CNYRTA deems appropriate.

Requests for proposals issued by CNYRTA include notification to all proposing contractors that DBEs will be given the full opportunity to submit proposals and that CNYRTA will not discriminate on the grounds of sex, race, color, or national origin, in consideration for an award. The instructions to proposed contractors state that all proposing contractors must be in compliance with the requirements with regard to the participation of DBEs.

CNYRTA will maintain records and reports which are necessary to monitor compliance.

**XIV. OVERALL GOALS**

**Method**

The following is a summary of the method used to calculate the goal:

We use DBE directories and Census Bureau data to calculate the relative availability of DBEs (“base figure”) for “Step 1” of the process (see 26.45(c)). The base figure is a percentage figure calculated by dividing a number representing available DBEs by a number representing all available
firms. We determine the number of ready, willing and able DBEs in our market from our DBE directory. Using the Census Bureau's County Business Pattern (CBP) database, we determine the number of all ready, willing and able businesses available in our market that perform work in the same NAIC codes. We divide the number of DBEs by the number of all businesses to derive a base figure for the relative availability of DBEs in our market.

The data sources used to derive the numerator and denominator in the calculation are the number of DBEs in the directory and the number of firms in the appropriate NAIC codes found in the Census Bureau's CBP database.

“Step 2” of the process (see 26.45(d)) is intended to adjust the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. In Step 2, we take into consideration the current capacity of DBEs to perform work in our DOT-assisted contracting program, as measured by the volume of work DBEs have performed in recent years. If applicable, we also consider any available disparity study and/or information about barriers to entry or competitiveness of DBEs in our programs.

CNYRTA reserves the right to select a different methodology, as long as it is authorized by 49 CFR 26.45 and properly reported.

**Method as Applied to Overall Goal**

The calculation of the goal is subject to revision to take into account any necessary verification and correction of the data, any comments received, etc.

**Step 1 – Develop a Base Figure**

The number of DBEs in the area that perform work in the same two-digit NAIC codes, based on the DBE directory.

The number of available businesses in the area that perform work in the same two-digit NAIC codes, based on the CBP database.

The number of DBEs divided by the number of all businesses results in a base figure for the relative availability of DBEs in our market.

**Step 2 – Adjust Base Figure**

Once the base figure is calculated the following evidence is examined to determine if the base figure should be adjusted:

Current capacity of DBEs to perform the work

Any applicable disparity studies or other information about barriers to entry or competitiveness of DBEs in our programs.

Input from interested parties
Historical median if past participation in contracting opportunities are similar to past years

Transit Vehicle Manufacturers

CNYRTA requires each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, CNYRTA may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the transit vehicle manufacturer complying with this element of the program.

Process

CNYRTA will submit its overall goal to DOT on or about August 1 on a 3 year triennial cycle. Revisions to the overall goal, and project goals, may be submitted at other times.

Before establishing the overall goal, CNYRTA provides for public participation. This includes consultation with interested persons or groups to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and CNYRTA’s efforts to establish a level playing field for the participation of DBEs. The consultation includes, but is not necessarily limited to, minority, women’s and general contractor groups, community organizations, and other officials or organizations.

Following this consultation, we publish a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at our principal office for 30 days following the date of the notice, and informing the public that we and DOT will accept comments on the goals for 45 days from the date of the notice. This notice will be published in general circulation newspapers, available minority-focus media, and trade publications. Normally, we will issue this notice by June 1. The notice will include addresses to which comments may be sent and where the proposal may be reviewed.

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses. We will begin using our overall goal on October 1 of each year, unless we have received other instructions from DOT (or, if the goal is established on a project basis, by the time of the first solicitation for a DOT-assisted contract for the project).

Breakout of Estimated Race-Neutral and Race-Conscious Participation

CNYRTA will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. CNYRTA uses race-neutral means to increase DBE participation in accordance with 49 C.F.R. §26.51, including:

(1) Encouraging prime contractors to subcontract work;
(2) Providing technical assistance and other services;
(3) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on
recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors);

(4) Making our DBE directory available for distribution to potential prime contractors; and

(5) Holding pre-bid conferences to inform potential bidders about contracting opportunities and CNYRTA's commitment to maximize utilization of DBEs.

Each construction project is advertised in local newspapers and the New York State Contract Reporter. The advertisement indicates that DBEs are welcome to respond. Businesses which are interested in competing for contracts generally know that projects are advertised in these publications.

We estimate that, in meeting our overall goal, we will obtain 100% of the goal from race-neutral participation. However, this is subject to adjustment after more information is available on major contracting opportunities, the availability of Federal funding, and the degree of success of race-neutral means.

We will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation and we will track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

**XV. CONTRACT GOALS**

CNYRTA will use contract goals to meet any portion of the overall goal that CNYRTA does not project being able to meet using race-neutral means.

Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work). Contract goals will provide for participation by all certified DBEs and will not be subdivided into group-specific goals.

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract or the Federal share of a DOT-assisted contract.

To ensure that our DBE program continues to be narrowly tailored to overcome the effects of discrimination, we will adjust our use of contract goals as follows:

(1) If our approved projection estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our program without setting contract goals during that year.
(2) If, during the course of any year in which we are using contract goals, we determine that we will exceed our overall goal, we will reduce or eliminate the use of contract goals to the extent necessary to ensure that the use of contract goals does not result in exceeding the overall goal. If we determine that we will fall short of our overall goal, then we will make appropriate modifications in our use of race-neutral and/or race-conscious measures to allow attainment of the overall goal.

(3) If the DBE participation which we have obtained by race-neutral means alone meets or exceeds our overall goals for two consecutive years, we will not be required to make a projection of the amount of our goal that we can meet using such means in the next year. We would not set contract goals on any contracts in the next year. We would continue using only race-neutral means to meet our overall goals unless and until we do not meet our overall goal for a year.

(4) If we obtain DBE participation that exceeds our overall goal in two consecutive years through the use of contract goals (i.e., not through the use of race-neutral means alone), we will reduce our use of contract goals proportionately in the following year.

In any year in which we project meeting part of our goal through race-neutral means and the remainder through contract goals, we will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively. We will report this data to the concerned operating administration as provided in 26.11.

XVI. GOOD FAITH EFFORTS

Information to be submitted

CNYRTA treats bidder/offerors’ compliance with good faith efforts requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information with their bids or proposals:

The names and addresses of DBE firms that will participate in the contract;

A description of the work that each DBE will perform;

The dollar amount of the participation of each DBE firm participation;

Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;

Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

If the contract goal is not met, evidence of good faith efforts.

Demonstration of good faith efforts
The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26 (attached as Appendix 2 to this DBE Program).

Appropriate personnel, such as the DBELO, Purchasing Manager and/or Transportation Analyst, are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

We will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

**Administrative reconsideration**

Within five (5) business days of being informed by CNYRTA that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration by the Executive Director or his/her designee. Bidders/offerors should make this request in writing to the following reconsideration official:

Frank Kobliski  
Executive Director  
Central New York Regional Transportation Authority  
200 Cortland Avenue  
P.O. Box 820  
Syracuse, NY 13205-0820  
(315) 442-3333

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not make or document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

**Good Faith Efforts when a DBE is replaced on a contract**

A prime contractor may not terminate for convenience a DBE subcontractor (or an approved substitute DBE firm), and then perform the work of the terminated subcontractor with its own forces of those of an affiliate, without our prior written consent.
We will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE’s inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, our contracting office may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding, to the extent permitted by the contract.

**XVII. COUNTING DBE PARTICIPATION**

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55, as follows:

(a) When a DBE participates in a contract, we count only the value of the work actually performed by the DBE toward DBE goals.

1. Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

2. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks its owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

(6) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2) (i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

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(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in 26.87(i)).

(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

(h) Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements or your overall goal until the amount being counted toward the goal has been paid to the DBE.

**XVIII. CERTIFICATION**

CNYRTA is the member of a Unified Certification Program (UCP) administered by New York State. The UCP will meet all of the requirements of this section. CNYRTA will use and count for DBE credit only those DBE firms certified by the NYSUCP. They are:

- The Metropolitan Transportation Authority
- The Port Authority of New York and New Jersey
- The Niagara Frontier Transportation Authority
- The New York State Department of Transportation

**XIX. UNIFIED CERTIFICATION PROGRAM**

The Disadvantaged Business Enterprise (DBE) regulation that took effect March 4, 1999 (Title 49 Part 26.81 of the Code of Federal Regulations) required that each state have a "one-stop shopping" certification process. This means that a firm would apply to only one agency for DBE certification, and that agency's decision would be honored by all other DBE certifying agencies (see below) and all entities within the state that receive funds from the United States Department of Transportation. The NYSUCP began to operate November 30, 2005. On May 19, 2004 CNYRTA executed and delivered an agreement to participate with the NYSUCP.

There are four agencies in New York State that administer a DBE certification program. They are:
XX. REMOVAL OF A DBE'S CERTIFICATION

CNYRTA will not remove DBE certification, however in the event that an ineligibility complaint is received by the CNYRTA we will inform the Certifying Agency and or the NYSUCP for further investigation to determine removal of certification.
XXI. CERTIFICATION APPEALS

Any firm or complainant may appeal a decision in a certification matter to DOT. Such appeals may be sent to:

U.S. Department of Transportation
Office of Civil Rights
Certification Appeals Branch
1200 New Jersey Ave, S.E., West Building
7th Floor
Washington, DC 20590

If you want to file an appeal, you must send a letter to the Department within 90 days of the date of the final decision, containing information and arguments concerning why the decision should be reversed. The Department may accept an appeal filed later than 90 days after the date of the decision if the Department determines that there was good cause for the late filing of the appeal.

If you are an appellant who is a firm which has been denied certification, whose certification has been removed, whose owner is determined not to be a member of a designated disadvantaged group, or concerning whose owner the presumption of disadvantage has been rebutted, your letter must state the name and address of any other recipient which currently certifies the firm, which has rejected an application for certification from the firm or removed the firm's eligibility within one year prior to the date of the appeal, or before which an application for certification or a removal of eligibility is pending.

A firm has the option of making a certification appeal to DOT under 26.89 without first exhausting any other remedy.

We will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting.

XXII. RECERTIFICATIONS

Recertifications will be conducted by the Certifying Agencies or the NYSUCP.

XXIII. "NO CHANGE" AFFIDAVITS AND NOTICES OF CHANGE

We require all DBEs to inform us, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR part 26 or of any material changes in the information provided with the DBE's application for certification. We also require all owners of all DBEs to submit, prior to contract award, a "no change" affidavit meeting the requirements of 26.83(j). The text of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [name of
DBE’s application for certification, except for any changes about which you have provided written notice to CNYRTA under 26.83(i). [Name of firm] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed $17,420,000.

We require DBEs to submit with this affidavit documentation of the firm's size and gross receipts.

We will notify all currently certified DBE firms of these obligations with in Bid or Proposal documents. This notification will inform DBEs that to submit the “no change” affidavit, their owners must swear or affirm that they meet all regulatory requirements of part 26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (e.g., personal net worth), the obligation to submit a notice of change applies.

See Appendix 4: Schedule A: No Change Affidavit

XXIV. INFORMATION COLLECTION AND REPORTING

Bidders List

CNYRTA will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders list approach to calculating overall goals. The bidders list will include the name, address, DBE/non-DBE status, age of the firm, and annual gross receipts of firms.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of CNYRTA or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award. We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Reporting to DOT

We will report DBE participation to DOT on a by – annual basis. These reports will reflect contracts awarded and payments actually made to DBEs on DOT assisted contracts.

If DOT requires reporting on a different form or in a different manner, we will comply with DOT’s instructions.

Confidentiality
We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law (e.g., the N.Y. Freedom of Information Law). Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

The identity of complainants shall be kept confidential, at their election. If such confidentiality will hinder the investigation, proceeding or hearing, or result in a denial of appropriate administrative due process to other parties, the complainant will be advised for the purpose of waiving the privilege. Complainants are advised that, in some circumstances, failure to waive the privilege may result in the closure of the investigation or dismissal of the proceeding or hearing.

XXV. INTIMIDATION AND RETALIATION

All contractors and other participants in this DBE Program must not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by Part 26 or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under Part 26. If you violate this prohibition, you are in noncompliance with Part 26.

XXVI. SMALL BUSINESS ELEMENT

Small Business (as defined by SBA)

SBA defines a U.S. small business as a concern that:

- Is organized for profit;
- Has a place of business in the US;
- Operates primarily within the U.S. or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor;
- Is independently owned and operated; and
- Is not dominant in its field on a national basis.

The business may be a sole proprietorship, partnership, corporation, or any other legal form. In determining what constitutes a small business, the definition will vary to reflect industry differences, such as size standards.

Size Standards

SBA has established size standards for all for-profit economic activities as they are described under the North American Industry Classification System (NAICS) Identifying Industry Codes. Size standards are critical in the government-contracting process because they ensure a “level playing field” for competition among small businesses of varying sizes. CNYRTA will adopt the SBA size standards.
CNYRTA small business element which will be **without** social disadvantage will include the following initiatives:

- We will propose a race neutral small business set aside for prime contracts each year. Dollar amount will be depended on availability of funding.
- We will annually review the number of prime contracts available for small businesses. This will be accomplished through the annual review of all contracts.
- We will evaluate the ability to unbundle contracts that may preclude small business participation.
- We will work with prime contractors to identify opportunities where sub contracts are appropriate for small business consideration.
- We will look at potential joint venture opportunity.
The Central New York Regional Transit Authority (“CNYRTA”) has established a Disadvantaged Business Enterprise (“DBE”) program in accordance with regulations of the U.S. Department of Transportation (“DOT”), 49 CFR Part 26. CNYRTA has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, CNYRTA has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of CNYRTA to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy -

To ensure nondiscrimination in the award and administration of DOT assisted contracts;

To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;

To ensure that the DBE Program is narrowly tailored in accordance with applicable law;

To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;

To help remove barriers to the participation of DBEs in DOT assisted contracts; and

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The VP of Finance has been delegated as the DBE Liaison Officer. The DBE Liaison Officer is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by CNYRTA in its financial assistance agreements with the Department of Transportation.

CNYRTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, CNYRTA will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Dated: 7/9/13

Frank Kobliski
Executive Director
APPENDIX 2

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.
APPENDIX 3

APPENDIX E TO PART 26 -
INDIVIDUAL DETERMINATIONS OF SOCIAL AND ECONOMIC DISADVANTAGE

The following guidance is adapted, with minor modifications, from SBA regulations concerning social and economic disadvantage determinations (see 13 CFR 124.103(c) and 124.104).

Social Disadvantage

I. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities. Social disadvantage must stem from circumstances beyond their control. Evidence of individual social disadvantage must include the following elements:

(A) At least one objective distinguishing feature that has contributed to social disadvantage, such as race, ethnic origin, gender, disability, long-term residence in an environment isolated from the mainstream of American society, or other similar causes not common to individuals who are not socially disadvantaged;
(B) Personal experiences of substantial and chronic social disadvantage in American society, not in other countries; and
(C) Negative impact on entry into or advancement in the business world because of the disadvantage. Recipients will consider any relevant evidence in assessing this element. In every case, however, recipients will consider education, employment and business history, where applicable, to see if the totality of circumstances shows disadvantage in entering into or advancing in the business world.

(1) Education. Recipients will consider such factors as denial of equal access to institutions of higher education and vocational training, exclusion from social and professional association with students or teachers, denial of educational honors rightfully earned, and social patterns or pressures which discouraged the individual from pursuing a professional or business education.
(2) Employment. Recipients will consider such factors as unequal treatment in hiring, promotions and other aspects of professional advancement, pay and fringe benefits, and other terms and conditions of employment; retaliatory or discriminatory behavior by an employer or labor union; and social patterns or pressures which have channeled the individual into non-professional or non-business fields.
(3) Business history. The recipient will consider such factors as unequal access to credit or capital, acquisition of credit or capital under commercially unfavorable circumstances, unequal treatment in opportunities for government contracts or other work, unequal treatment by potential customers and business associates, and exclusion from business or professional organizations.
II. With respect to paragraph I.A) of this appendix, the Department notes that people with disabilities have disproportionately low incomes and high rates of unemployment. Many phynaical and attitudinal barriers remain to their full participation in education, employment, and business opportunities available to the general public. The Americans with Disabilities Act (ADA) was passed in recognition of the discrimination faced by people with disabilities. It is plausible that many individuals with disabilities - especially persons with severe disabilities (e.g., significant mobility, vision, or hearing impairments) - may be socially and economically disadvantaged.

III. Under the laws concerning social and economic disadvantage, people with disabilities are not a group presumed to be disadvantaged. Nevertheless, recipients should look carefully at individual showings of disadvantage by individuals with disabilities, making a case-by-case judgment about whether such an individual meets the criteria of this appendix. As public entities subject to Title II of the ADA, recipients must also ensure their DBE programs are accessible to individuals with disabilities. For example, phynaical barriers or the lack of application and information materials in accessible formats cannot be permitted to thwart the access of potential applicants to the certification process or other services made available to DBEs and applicants.

**Economic Disadvantage**

(A) General. Economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged.

(B) Submission of narrative and financial information.

1. Each individual claiming economic disadvantage must describe the conditions which are the basis for the claim in a narrative statement, and must submit personal financial information.

2. When married, an individual claiming economic disadvantage also must submit separate financial information for his or her spouse, unless the individual and the spouse are legally separated.

(C) Factors to be considered. In considering diminished capital and credit opportunities, recipients will examine factors relating to the personal financial condition of any individual claiming disadvantaged status, including personal income for the past two years (including bonuses and the value of company stock given in lieu of cash), personal net worth, and the fair market value of all assets, whether encumbered or not. Recipients will also consider the financial condition of the applicant compared to the financial profiles of small businesses in the same primary industry classification, or, if not available, in similar lines of business, which are not owned and controlled by socially and economically disadvantaged individuals in evaluating the individual's access to credit and capital. The financial profiles that recipients will compare include total assets, net sales, pre-tax profit, sales/working capital ratio, and net worth.

(D) Transfers within two years.

1. Except as set forth in paragraph (D)(2) of this appendix, recipients will attribute to an individual claiming disadvantaged status any assets which that individual has transferred to an immediate family member, or to a trust, a beneficiary of which is an immediate family member, for less than fair market value, within two years prior to a concern's application for participation in the DBE program, unless the individual claiming disadvantaged status can demonstrate that the transfer is to or on behalf of an immediate family member for that individual's education, medical expenses, or some other form of essential support.
(2) Recipients will not attribute to an individual claiming disadvantaged status any assets transferred by that individual to an immediate family member that are consistent with the customary recognition of special occasions, such as birthdays, graduations, anniversaries, and retirements.
(3) In determining an individual’s access to capital and credit, recipients may consider any assets that the individual transferred within such two-year period described by paragraph (D)(1) of this appendix that are not considered in evaluating the individual's assets and net worth (e.g., transfers to charities).
APPENDIX 4
SCHEDULE A
NO CHANGE AFFIDAVIT

I swear (or affirm) that there have been no changes in the circumstances of ______________ [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with ______________ [name of DBE]'s application for certification, except for any changes about which you have provided written notice to CNYRTA under 26.83(i). ______________ [Name of firm] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed $17,420,000.

1. Name of firm ______________ 2. Address of firm ______________
3. Phone Number of firm ________
4. Name Certifying Agency ________
5. Years firm has been in business ______
6. What are the gross receipts of the firm for each of the last two years?

Year ending ______________ Year ending ______________
$ ______________________ $ ______________________

30
AFFIDAVIT

“The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of (Name of Firm) as well as the ownership thereof.

Further, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the grantee current, complete and accurate information regarding actual work performed on the project, the payment therefor and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.”

Note: If, after filing this Schedule A and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the grantee of the change through the prime contractor or, if no prime contractor, inform the grantee directly.

Signature __________________________ Date __________________________

Title __________________________

Corporate Seal (where appropriate): State of __________________________

County of __________________________

On this __ day of ___________, ____, before me appeared ____________, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by ____________ to execute the affidavit and did so as his or her free act and deed.

[Seal]

Notary Public __________________________ Commission expires __________________________
Appendix 5
Forms 1 & 2 for Demonstration of Good Faith Efforts

When contract goals are utilized to meet the overall goal, the following forms will be included in the solicitation package.

**FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

- The bidder/offeror is committed to a minimum of ____% DBE utilization on this contract.
- The bidder/offeror (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror’s firm: ______________________________________
State Registration No. ____________________
By ___________________________________ ______________________
(Signature) (Title)

**FORM 2: LETTER OF INTENT**

Name of bidder/offeror’s firm: _______________________________
Address: ______________________________  __________________
City: _____________________________ State: _______ Zip: ______
Name of DBE firm: _______________________________________
Address: _________________________________________________
City: ________________________________ State: _______ Zip: _____
Telephone: ___________________
Description of work to be performed by DBE firm:
--------------------------------------------------------------------------------
--------------------------------------------------------------------------------
--------------------------------------------------------------------------------

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ ____________.

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By __________________________________________________________
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
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21. Notification of Federal Participation
22. Transit Employee Protective Arrangements
23. Charter
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27. Recycled Products
28. Buy America
29. Cargo Preference
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PART 1: INVITATION TO BID
Passenger Waiting Shelters

The Central New York Regional Transportation Authority (CNYRTA) is requesting Bids from qualified independent individuals or firms for Passenger Waiting Shelters.

Individuals or firms who desire to submit a Bid may obtain an “Invitation to Bid Package” from Nairn J. Tait, Grants Administrator and Designated Contact:
Nairn J. Tait
Grants Administrator
Phone (315) 442-3373
Fax (315)442-3301
ntait@centro.org

Bids must be received in the offices of the Central New York Regional Transportation Authority, attention Nairn J. Tait no later than 2 PM EST on Monday February 11, 2013. Bids received after this time and date will be returned, unopened.

Firms wishing to submit Bids do so entirely at their own risk. There is not an express or implied obligation on the part of the CNYRTA to reimburse responding firms for any expenses incurred in preparing and submitting Bids in response to this request. The CNYRTA reserves the right to reject any and all Bids for any reason.

Bids received within the confines of the due date will remain in effect sixty (60) days from the due date.

All Bidders will be required to certify that they are not on the Comptroller General’s List of Ineligible Contractors.

Each Bidder will be required to comply with all Equal Employment Opportunity Rules and Regulations.

The CNYRTA hereby notifies all Bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.
CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY
PART 2: SCOPE OF SERVICES
Passenger Waiting Shelters

1. Introduction

As required by the Central New York Transportation Authority (CNYRTA) and federal regulations regarding competitive procurement for goods and professional services, the CNYRTA is requesting bids for passenger waiting shelters described under “Scope of Services Required” below.

For a firm to be considered, three (3) copies of the respondents Bid must be received at the office of the Central New York Regional Transportation Authority, PO Box 820, Syracuse, NY 13205-0820 Attn.: Nairn J. Tait, Grants Administrator by Monday February 11, 2013 no later than 2 PM EST. Bids received after this time and date will be returned, unopened.

References
This section of the Bid shall contain a listing of companies your firm has or is currently contracted with to provide investigative services & background checks. This listing shall include the following:

   a) Company Name
   b) Address
   c) Contact Person
   d) Phone Number
   e) Duration of contract

2. Designated Contact

All contact concerning this IFB shall be addressed in writing to Nairn J. Tait the Designated Contact for this procurement:

CNYRTA
Nairn J. Tait
Grants Administrator
PO Box 820
Syracuse, NY 13205-0820

Prior to approval by CNYRTA of the contract for which this solicitation has been issued, a Bidder shall not communicate with CNYRTA other than with the person identified in this solicitation as Designated Contact, or with a person who the Designated Contact has advised the Bidder is also a Designated Contact.

All inquiries should cite the specific page and paragraph of this Invitation to Bid. The CNYRTA will not respond verbally to any inquiries. The CNYRTA will respond in writing to all written
3. Company Background

The Central New York Regional Transportation Authority was created in 1970. The purposes of the Authority are set forth as follows: “...the continuance, further development and improvement of transportation and other services related thereto within the transportation district... It is hereby found and declared that such purposes are in all respects for the benefit of the people of the State of New York and the Authority shall be regarded as providing an essential governmental function in carrying out its purposes...”

Onondaga County was the “original” member of the CNYRTA, with other counties joining in the ensuing years. The transit operating company in Onondaga County, CNY Centro or “Centro”, commenced mass transit services to the public in 1972, taking over for the bankrupt Syracuse Transit Corporation.

Operating subsidiary companies created to carry out the functions of the Authority now include:

- CNY Centro, Inc. (1972)
- Centro of Cayuga, Inc. (1973)
- Centro of Oswego, Inc. (1973)
- Centro of Oneida, Inc. (2005)
- Centro Call-A-Bus, Inc. (1991 as a separate corporation, but service began in the mid-1970s as part of CNY Centro operations in Onondaga County)
- Centro Parking, Inc. (1978)
- Intermodal Transportation Center, Inc. (1995; commenced operation of the Regional Transportation Center in 1998)

4. Specifications/Scope of Services

PART I GENERAL

1.1 DESCRIPTION
The work specified shall consist of the design, fabrication, and delivery of full size and cantilever type Passenger Waiting Shelters to include structural aluminum frame with glazed rear, side, roof assembly, and all required hardware for installation.

Shelters shall be computer designed and structurally engineered.

The shelter frame shall be designed to be stable with or without wall and roof glazing. All connections and glazing containment shall be tamper proof. Shelters shall be prefabricated in 4 or more modular sections complete and ready for field erection.

1.2 STANDARDS

A. Materials
All aluminum shall conform to the standards of the Aluminum Association.


B. Performance
Shelter shall be designed to withstand minimum vertical and horizontal windload of 20 PSF. Roof
shall be designed to withstand minimum deadload of 40 PSF.

1.3 QUALITY ASSURANCE
A. Experience
Manufacturer shall have a minimum of 15 years experience in the design and manufacture of Aluminum Passenger Waiting Shelters.
B. Approved equals
Requests for approved equals shall be supported by complete technical documentation which shall include descriptive literature, assembly instructions, and detail drawings which clearly show dimensions, joining details, alloy, temper, finish, and thickness of all members. Detailed specifications shall also accompany such request.

1.4 SUBMITTALS
A. Submit shop drawings (cut sheets) and product data for both the shelter and bench must be included with bid.
B. Submit manufacturer’s statement of certification that materials meet or exceed these specifications.
C. Submit finish sample.
D. Submit wall and roof glazing sample(s).

1.5 DELIVERY AND STORAGE
Shelters are to be packaged and delivered as complete units. All components, hardware kits, etc. to erect a shelter is to be included in one package (crate/box) complete with installation instructions.

1.6 WARRANTY
Manufacturer warrants that shelter shall be free from defect in parts and manufacture for a period of one year. Manufacturer shall maintain inventory of replacement parts for ten years after delivery of shelter.

PART II PRODUCTS
A full size shelter shall have an approximate foot print of 4’ 9” deep by 9’ 6” wide. A full size Ad panel must be provided. The Ad panel/shelter’s design must allow for the Ad panel to be placed at either side of the shelter. All necessary parts required to exchange the Ad panel from one side of the shelter to the other must be provided. CNYRTA would like the option to light these Ad panels using solar power in the future. Provisions must be made during construction to allow for this future conversion.
A cantilever shelter shall have an approximate foot print of 3’ 2” deep by 9’ 6” wide. No ad panels will be required for the cantilever type shelters.
The roof sections of both types of shelters must be built to the same dimensions and be interchangeable.

2.1 CONSTRUCTION
Shelter shall be constructed of modular interchangeable components. All structural framing members and mullions shall be 1 (one) piece seamless extruded aluminum tubes of 6063-T5 alloy. SNAP TOGETHER OR 2 (TWO) PIECE MEMBERS ARE NOT ACCEPTABLE.
All roof and glazing frame extruded aluminum sections shall be 6063-T5 alloy. All structural connector channels, roof corner key angles, and base anchor boots shall be extruded aluminum sections of 6061-T5 alloy.

2.2 MATERIALS

A. Framing members
All vertical support posts and top and bottom horizontal beams shall be 2 1/2" x 2 1/2" x 1/8" thick square tube. All mullions shall be 1 1/2" x 2 1/2" x 1/8" thick rectangular tube.

B. Structural connections
All structural connector clips shall be factory applied and shall be concealed when field assembly is complete. FIELD ATTACHMENT OF CONNECTOR CLIPS IS NOT ACCEPTABLE. Connector clips shall be extruded aluminum as specified in Section 2.1 and shall be 2 1/4" x 2 1/4" x 1/4" thick or 1 1/4" x 2 1/4" x 1/4" thick with tapered edges. Connector clips shall be attached to frame at main structural joints with 2 (two) stainless steel hex bolts 1/4 - 20 x 3/4" with flat washers, lock washers, and nuts. Mullion clips shall be attached to frame with 2 (two) 1/4" diameter stainless steel flush break rivets.

C. Field connections
All field connections to join modular wall sections shall be concealed with shelter complete and upright. Connection to structural clips shall be with 2 (two) 1/4" countersunk aluminum or stainless steel drive rivets. Finished joint shall be flush.

D. Fasteners
All fasteners shall be aluminum or stainless steel or a combination thereof and shall be tamper proof. Zinc, carbon steel, plated, or any other fasteners will not be acceptable. SELF-TAPPING OR SELF-DRILLING FASTENERS ARE NOT ACCEPTABLE.

E. Window framing
Window frames shall be special "F" shaped aluminum extrusion with integral alignment lip and corner key slot. All corners shall be mitered and reinforced with internal corner keys. Window frames shall be affixed to shelter frame with 3/16" diameter aluminum flush break rivets approximately 13" on center. NO WINDOW FRAMES SHALL BE SHIPPED LOOSE OR UNATTACHED TO A WALL MODULE. Window frame shall provide minimum 3/4" engagement of glazing material on all sides. Attachment shall be from exterior of shelter for maximum replacement accessibility with fasteners on sides of columns and mullions and not on exterior face of tubing.

F. Glazing
All glazing material shall be 3/8" thick clear tempered safety glass. All wall glazing shall be gasketed with continuous extruded PVC dry-set splines. With the exception of Ad panels all shelter glazing shall be of split window design. For inventory consistency upper window panel minus frame and gasket must be 45 ¼" H X 24” W X 3/8” the lower window panel minus frame and gasket must be 24” X 24” X 3/8”

G. Roof Assembly
1. Fascia
Fascia shall be 1 (one) piece 6" high extruded aluminum with mitered corners, integral self-aligning attachment lip, 2 (two) corner key slots at each corner, internal gutter, and top and bottom edges rounded for safety. Mitered corners shall be connected at outside corner with a 1/4" thick aluminum angle and 2 (two) stainless steel Allen head set screws, and at inside corner with 2 (two) 1/8" thick aluminum angle keys and concealed fasteners to prevent twist prior to installation. The completed roof assembly shall be attached to shelter frame through self-alignment lip into header with aluminum and stainless steel tamper proof fasteners in shear. SELF-DRILLING OR SELF TAPPING FASTENERS IN TENSION (OR PULL OUT CONDITION) SHALL NOT BE AN ACCEPTABLE METHOD OF SECURING ROOF ASSEMBLY TO FRAME.

2. Victorian Gable Roof
The standard roof glazing material shall be 1/4" (.236) UV resistant Polycarbonate Sheet (GE Lexan XL-1 or equal).
Roof shall be serviceable without removing fascia. Drainage shall be directed to rear of shelter and away from shelter walls. ROOF SHALL NOT RELY ON SELF-TAPPING OR SELF DRILLING SCREWS IN TENSION FOR CONTAINMENT. Roof shall have a 30 degree pitch and shall incorporate half circle design aluminum grillwork in gable ends and decorative spears and finials mounted to roof ridge.

H. Finishes
All exposed aluminum components including brackets and anchor boots shall match the following color: RAL 6005 Moss Green. Powder coat finish

I. Bench
Shelters to include free standing benches with three seating positions, with armrests for each seating position and integral back rest.

J. Walls
With the exception of Ad panels all shelter walls shall be of split window design. The upper window shall be 45 ¼” H X 24” W X 3/8” the lower window shall be 24” X 24” X 3/8”

K. Time Schedule Holders
Each shelter will have two (2) schedule holders. These should not be affixed to structure, shipped loose and will be attached during assembly.
Minimal schedule holder size:
Frame size: 9-9/16” W x 18-5/16” H x 1-¼” D
Glass size: 9” W x 18-1/16”H x 1” thick

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Shelters: Are to be similar in design to the below photos.

Pictures one and two are examples of Full Shelter and third is an example of a Cantilever Shelter
The bid must include drawing/cut sheet for both shelters being offered. Bids not including drawings/cut sheet will not be considered.

5. Insurance

Insurance coverage is required in the amounts and types listed in the section of these bid documents titled “Insurance Requirements”.

The Certificate of Insurance is required prior to award of contract.

6. Project Timing

It is the intention of the CNYRTA to present a recommendation to the Board of Members on or about February 22, 2013. In order to do so, the following schedule should be adhered to:

- Bids Due from Bidders: February 11, 2013
- Approval by Board of Directors: February 22, 2013
- Notice to Proceed: February 25, 2013
7. **Selection Criteria**
The Authority will select the firm based upon the following criteria:

The contract will be awarded to the lowest responsive, responsible Bidder. Bids that do not include drawing/cut sheets for the shelter will not be considered.

- Adequacy of financial resources:
- Satisfactory technical qualifications;
- Satisfactory experience;
- Satisfactory record of performance;
- Adequacy of the organization, material, equipment, facilities, and personnel resources;
- Expertise necessary to carry out the work and meet required delivery or performance schedules;
- Necessary licenses, insurance and bonds;
- Satisfactory record of business integrity; and
- Compliance with public policy issues statutory requirements.

Lowest price will be determined utilizing the Unit Price extended by the number of units listed in the specifications and then evaluated in total.

Completeness of bid documents, references and insurance requirements.
1. **BID FORMS CHECKLIST**

The Bidder should check the following items to assure the completeness of its Bid. Please attach one copy of this form to each copy of the Bids you are submitting.

1. ____ Bid Form Checklist
2. ____ Price Bid Form “OFFICIAL TENDER” (Forms Attached)
3. ____ Non-Collusion/Ineligible Bids Certification (Form Attached)
4. ____ Certificate of Authority; Acknowledgment of Bidder (Form Attached)
5. ____ Certification Debarment and other Responsibility Matters (Form Attached)
6. ____ Certificate of Lower-Tier Participant (if applicable, Form Attached)
7. ____ Tax Law 5-A Certification (form included)
8. ____ Lobbying Certification
9. ____ State Finance Law Section 139-J and 139-K
10. ____ State Finance Law 139 (Disclosure of Prior Non-Responsibility Determinations)
11. ____ State Finance Law 139 (Affirmation & Certification)
12. ____ Equal Employment Opportunity Staffing Plan
13. ____ MWBE Utilization Plan – Form MWBE 100
14. ____ Most Recent Year Financial Statement
15. ____ Certificates of Insurance as described in Part 7.
16. ____ References
2. OFFICIAL TENDER

CNYRTA
200 CORTLAND AVE
P.O. BOX 820
SYRACUSE, NY 13205-0820

The undersigned, having thoroughly reviewed the Invitation to Bid, the Scope of Services, Instructions to Bidders, General Conditions, and Special Conditions (if any), hereby proposes the following cost (the good or service being procured).

<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount in Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Style Shelter (qty 10-14)</td>
<td>____________________________</td>
</tr>
<tr>
<td>Cantilever Style Shelter (qty 3-5)</td>
<td>____________________________</td>
</tr>
</tbody>
</table>

*Drawings/ cut sheet must be provided for Passenger Waiting Shelters

Estimated lead time for shelter delivery

_________________________________________________________________________

Other Miscellaneous Charges should be clearly provided on a separate Company letterhead and signed by the same company official who signs below.

Payment shall be made net thirty (30) days from acceptance by the Central New York Regional Transportation Authority.

The CNYRTA reserves the right to reject any and/or all bids.

Firm Name: __________________________  Dated: _________________ 2013

By: _______________________________  Address: ____________________

Title: ______________________________  _______________________

Phone: ______________________________  Fax: _______________________

Corporate Seal if applicable

SS if applicable:____________________  STATE OF _______________________

COUNTY OF _______________________

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3. NON-COLLUSION CERTIFICATION
(REFERENCE: New York STATE PUBLIC AUTHORITIES LAW § 2878)

__________________________, (a Partner or Officer of the Firm presenting this Bid) being duly sworn and deposed, says:

A. That this Bid is genuine and is not meant to be collusive or a sham; and

B. That he/she has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid or to refrain from Bidding, and he/she has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or secured any advantage against the CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY or any person interested in the proposed contract, and that all statements in said Bid are true and accurate.

STATE OF __________________________
SS#_______________________________

COUNTY OF _________________________________

Signature of: __________________________________
(Bidder, if Bidder is an Individual)

___________________________
(Partner, if Bidder is a Partnership)

___________________________
(Oficer, if Bidder is a Corporation/LLC)

Subscribed and sworn to before me this ______ day of ________________, 20__.

My Commission Expires:_________________________

__________________________

INALIGIBLE BIDDER'S CERTIFICATION

The undersigned Contractor hereby certifies that it is/is not (underscore one) included on the United States Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

COMPANY NAME: ________________________________

AUTHORIZED OFFICIAL SIGNATURE: ________________________________

PRINT NAME: ________________________________
4. CERTIFICATE OF AUTHORITY, IF A CORPORATION

I, the undersigned, as Secretary of the Corporation submitting the foregoing Bid, hereby certify that under and pursuant to the By-Laws and Resolutions of the Corporation, each Officer who has signed this Bid on behalf of the Corporation, including the foregoing assurance of irrevocability, is fully and completely authorized to do so.

Date: ________________________________________________

ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

STATE OF ___________ )
COUNTY OF ___________ ) ss:

On this ___ day of __________, 20___, before me personally came and appeared __________________________, to me known, who being by me duly sworn, did depose and say that he/she resides at ________________________, that he/she is the _______________ of the Corporation described in and which executed the foregoing instrument, that he/she knows the seal of the Corporation, that one of the seals affixed to the instrument is such seal, that it was so affixed by order of the Board of Directors of the Corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP

STATE OF ___________ )
COUNTY OF ___________ ) ss:

On this ___ day of __________, 20___, before me personally came and appeared __________________________, to me known, and known to me to be one of the members of the firm of __________________________ described in and who executed the foregoing instrument that he/she acknowledged to me that he/she executed the same as and for the act and deed of the firm.

Notary Public

ACKNOWLEDGMENT OF BIDDER, IF AN INDIVIDUAL

STATE OF ___________ )
COUNTY OF ____________ ) ss:

On this ____ day of ____________, 20___, before me personally came and appeared ____________________, to me known, and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

___________________________________________
Notary Public

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

1. To the best of its knowledge, the prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b. Have not within a three (3) year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three (3) year period preceding this application/Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.


___________________________________________
Signature and Title of Authorized Official
6. CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under a FTA project, potential third-party contractor, or potential subcontractor under a major third-party contract), ________________________________ , certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (as such term is defined above) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.)

THE LOWER TIER PARTICIPANT (as such term is defined above)
_________________________________________ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

_________________________________________
Signature and Title of Authorized Official

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7. **NEW YORK STATE TAX LAW SECTION 5-A CERTIFICATION**

See attached forms.

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8. **LOBBYING CERTIFICATION**

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.A. §3801, et seq., apply to this certification and disclosure, if any.

DATE____________________________________

SIGNATURE________________________________

COMPANY NAME_______________________________

TITLE: _________________________________________
9. NEW YORK STATE FINANCE LAW SECTIONS 139-J and 139-K.

New York State Finance Law §139-k(2) obligates CNYRTA to obtain specific information regarding prior non-responsibility determinations. In accordance with State Finance Law §139-k, an offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offeror that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provisions can be satisfied on the written record.

CERTIFICATION AND DISCLOSURE FORMS TO FOLLOW
10. DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Bidder/Proposer:_______________________________________________________

Address:____________________________________________________________________

Name and Title of Person Submitting this Form:_________________________________

(Please Circle)

Has any governmental entity made a finding of non-responsibility regarding the Bidder/Proposer in the previous four (4) years?

YES               NO

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law §139-j?

YES               NO

If yes, please provide details regarding the finding of non-responsibility below.

Governmental Entity:_________________________________________________________

Year of Finding of Non-Responsibility:_________________________________________

Basis of Finding of Non-Responsibility:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Has any governmental entity terminated a procurement contract with the Bidder/Proposer due to the intentional provision of false or incomplete information?

YES               NO

*A "government entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New
York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority.
11. BIDDER'S/PROPOSER'S AFFIRMATION AND CERTIFICATION

By signing below, the Bidder/Proposer:

(A) Affirms that the Bidder/Proposer understands and agrees to comply with the policy regarding permissible contacts in accordance with New York State Finance Law Sections 139-j and 139-k.

(B) Certifies that all information provided to CNYRTA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate.

COMPANY NAME:_________________________________________________  
AUTHORIZED OFFICIAL SIGNATURE:____________________________________  
PRINT NAME:_______________________________________________________  
TITLE:_____________________________________________________________  
DATE:______________________________________________________________  

CNYRTA'S RIGHT TO TERMINATE

CNYRTA reserves the right to terminate a contract in the event it is found that the certification filed by the Contractor, as Bidder/Proposer, in accordance with New York State Finance Law §139-k was intentionally incomplete. Upon such finding, CNYRTA may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
1. **NOTICE TO BIDDING CONTRACTOR.**

   The Bid Package which constitutes the contract for this procurement consists of the following Bid documents: (1) Invitation to Bid; (2) Scope of Services; (3) Bid Forms; (4) Instructions to Bidder; (5) Internal Contract Clauses; (6) NYS Standard Contract Clauses; (7) FTA Contract Clauses and (8) Insurance Requirements.

2. **EXAMINATION OF CONTRACT DOCUMENTS AND OTHER RELATIVE MATERIAL.**

   Each proposing Contractor (sometimes referred to as "Bidder" or "Contractor") shall fully acquaint and familiarize itself with the conditions as they exist in the character of the operations to be carried on under the proposed contract, and make such investigation(s) as seen fit so that the Contractor may fully understand the facilities, difficulties and restrictions attending the performance of any services required under this Bid.

3. **INTERPRETATIONS, REQUESTS FOR APPROVED EQUALS, APPEALS.**

   (a) Any Proposing Contractor may make an appointment with the Authority Director of Procurement or designated representative to discuss the Bid Documents. This, however, does not relieve such Proposing Contractor from the written, documented requirements of the Bid Documents, or shall any such discussion be used by any Bidder to suggest any modification to the Bid Documents;

   (b) Requests for interpretation or approved equals, clarification of Specifications shall be made only in writing and forwarded by registered or certified mail or hand delivered to the Authority, One Centro Center, 200 Cortland Avenue, Box 820, Syracuse, NY 13205-0820. Any such request shall be placed in an envelope clearly marked "REQUEST FOR INTERPRETATION, REQUEST FOR APPROVED EQUAL, OR REQUEST FOR CLARIFICATION OF SPECIFICATIONS" whichever the case may be, and shall identify the Bid and the Proposing Contractor;

   (c) 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 required;

   (d) CNYRTA's replies to such request(s) will be in the form of an Addenda and, where possible, postmarked no later than TEN (10) days prior to the scheduled Bid opening. Such addenda, if issued, will be 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 offices of the CNYRT As Director of Procurement;

   (e) Appeal from CNYRTAs interpretation of Bid specifications, denial of approved equals, or clarification of specifications may only be taken by an adversely affected Proposing Contractor and must be submitted to CNYRTA, in writing, forwarded by registered or certified mail or hand delivered to: Director of Procurement, Central New York Regional Transportation Authority, One Centro Center, 200 Cortland Avenue, Box 820, Syracuse, NY 13205-0820. Such appeal must be received by CNYRTA prior to the scheduled date for the Bid opening. Appeals actually received after the Bid opening will not be considered. In deciding appeals, CNYRTA will consider only the documentation developed during the period permitted for Requests for Interpretations, Requests for Approved Equals, or for Requests for Clarification of Specifications submitted by the Proposing Contractor to CNYRTA or such written
information as is obtained by CNYRTA through its request for same from any consultant or government agency deemed appropriate by it;

(f) Upon receipt of notice of an appeal, CNYRTA will determine if a Bid opening should be postponed. If a Bid opening is to be postponed, CNYRTA will take reasonable efforts to communicate with all Proposing Contractors and all those who have been furnished a copy of the Specifications or Bid Package notifying them that an appeal has been filed and that Bid opening is postponed until CNYRTA has issued a decision. Appropriate Addenda will thereafter be issued rescheduling Bid opening. Any appeal to CNYRTA may be withdrawn at any time before CNYRTA has issued its decision;

(g) Nothing herein shall diminish CNYRTA’s rights to reject any or all Bids;

(h) The Director of Procurement shall decide all appeals in the first instance. In the event that a decision is rendered against the Proposing Contractor making such appeal, such Proposing Contractor may appeal in writing to the Executive Director within TWO (2) business days after the decision is rendered by the Director of Procurement. Such appeal will be decided by the Executive Director in writing within SEVEN (7) business days after receipt of same. The Executive Director’s decision is final. No further appeal will be considered by CNYRTA;

(i) Subsequent to Bid award, such negatively affected Proposing Contractor(s) who is(are) able to file a Bid protest under provisions of the New York State General Municipal Law may appeal such Bid award to the Executive Director. Any such protest shall be forwarded by registered or certified mail or hand delivered to the Executive Director, Central New York Regional Transportation Authority, One Centro Center, 200 Cortland Avenue, Box 820, Syracuse, NY 13205-0820, in an envelope clearly marked "BID PROTEST" and identifying the Bid and Proposing Contractor. Such Bid protest will only be considered by the Executive Director provided that (1) a "Notice of Bid Protest" in written form is submitted with the Executive Director within TWO (2) business days after the Bid award, containing the name and address of the Proposing Contractor making such protest and the Bid identification together with a statement that such Proposing Contractor intends to file a protest and showing that the Proposing Contractor would be negatively affected, and (2) Proposing Contractor would have been entitled to file a Bid protest pursuant to the New York State General Municipal Law. Within TWO (2) working days thereafter, complete written documentation must be supplied to the Executive Director describing in detail the basis for such protest. No other Bid protest will be considered by the Executive Director;

(j) CNYRTA, at its option, may retain such consultants as it determines appropriate for the resolution of any Bid protest;

(k) Upon receipt of a Bid protest, the Executive Director (defined to include any delegate) shall make a determination as to whether a hearing is required. If, in the discretion of the Executive Director, a hearing is required, notice of same shall be given to a protesting Proposing Contractor as well as to the Proposing Contractor to whom the contract award is made on not less than THREE (3) business day's notice. All documentation presented to CNYRTA by any protesting Proposing Contractor shall be made available to the Proposing Contractor to whom the contract award was made. The Proposing Contractor to whom the contract award was made shall then have such time at the discretion of the Executive Director, but not less than THREE (3) business days, to respond thereto. Any response by the Proposing Contractor to whom the contract award was made shall be made available to any protesting Proposing Contractor and vice versa and to the Executive Director. The Executive Director shall, in its sole discretion, determine whether reply documentation is desirable from either Proposing Contractor or from any other person;

(l) The decision of the Executive Director shall be distributed to all interested parties in writing within TEN (10) business days after all documentation deemed necessary or desirable by the Executive Director has been received or within TEN (10) business days after the conclusion of the hearing, or within such longer period of time as the Executive Director determines is necessary or desirable to
complete all tasks hereunder. The decision of the Executive Director is final. Any appeal therefrom shall be made only to the Supreme Court of the State of New York or to an applicable federal court venue in Onondaga County.

4. **NON-RESTRICTIVE CLAUSE.**

If brand names, trade names or manufacturer's names or catalog numbers appear in the Specifications, it is intended to establish a performance standard. The manufacturer may request to substitute a similar product as specified in paragraph 3.

5. **TAXES.**

CNYRTA is exempt from payment of federal, state and local taxes, and such taxes must not be included in Bid prices. CNYRTA will furnish the necessary exemption certificates.

6. **SUBMISSION OF BIDS.**

(a) All Bids must be submitted on forms prepared by CNYRTA and shall be subject to all requirements of Specifications and Instructions to Proposing Contractor;

(b) One (1) copy of the Form of Bid has been furnished to the Bidding Contractor. The original must be completely filled out and executed and marked "Official Tender." The Official Tender must be submitted to the person and in the manner as set forth in Part 2 of this Invitation for Bids, and must be posted or delivered so as to be received at the address specified in Part 2 not later than the time specified in the Invitation for Bids;

(c) The Bid must include a completed "Bid Sheet" which is provided. Bids submitted in any other form will be considered non-responsive and will be rejected;

(d) CNYRTA reserves the right to postpone the Bid opening for its own convenience. Notification of postponement will be by Addendum;

(e) Bid documents must be enclosed in a sealed envelope, marked plainly to identify the enclosed Bid, and the date of the Bid opening;

(f) CNYRTA may or may not, within its sole discretion, consider as informal, any Bid on which there is an alteration of, or departure from, the Bid attached hereto;

(g) CNYRTA reserves the right, in its sole discretion, to waive any informalities in the Bid process.

7. **CORRECTIONS.**

Erasures or other damages in the Bids must be explained or noted over the signature, in each instance, of the Proposing Contractor.

8. **PAYMENT TERMS.**

Payments will be made no less than monthly. An invoice must be submitted every month, indicating dates of service. To insure payments are made properly, the CNYRTA assigned Purchase Order number must be on all invoices. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from CNYRTA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the contractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of CNYRTA. This clause applies to both DBE and non-DBE subcontractors.
9. **INELIGIBLE PROPOSING CONTRACTOR CERTIFICATION.**

The Bid shall include a Certification identifying whether or not the Proposing Contractor is or is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violation of Various Public Contracts Incorporating Labor Standards Provisions.

10. **NON-COLLUSIVE BID CERTIFICATION.**

(a) By submission of this Bid, each Proposing Contractor and each person signing on behalf of any Proposing Contractor certifies as to its own organization, under penalty of perjury, that to the best of his/her/its knowledge and belief: (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Proposing Contractor or with any competitor, (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Proposing Contractor and will not knowingly be disclosed by the Proposing Contractor or to any competitor, and (3) No attempt has been made or will be made by the Proposing Contractor to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition;

(b) A Bid shall not be considered for an award nor shall any award be made where sub paragraphs 10(A)(1)(2) or (3) above have not been complied with; provided, however, that if in any case a Proposing Contractor cannot make the foregoing Certification, such Proposing Contractor shall so state and shall furnish with the Bid, a signed statement which sets forth in detail the reasons therefor. Where sub paragraphs 10(A)(1)(2) or (3) above have not been complied with, the Bid will not be considered for award nor shall any award be made unless the CNYRTA representative to whom the Bid is formally submitted determines that such disclosure was not made for the purpose of restricting competition;

(c) The fact that a Proposing Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of this paragraph 10 of this Certification.

11. **RECEIPT AND MODIFICATION OF BIDS.**

No Bids received after the date and time specified for Bid opening will be considered. Bids received after the time specified for Bid opening will not be opened and will be returned to the Bidder(s) submitting such Bids. Telegraphic Bids will not be considered, but modifications by prepaid telegraph to Bids already submitted will be considered, if prepaid and received prior to the Bid opening; provided that such modifications are confirmed in writing over the signature of the Proposing Contractor by certified or registered letter bearing a post office time stamp evidencing mailing prior to Bid opening

12. **WITHDRAWAL OF BIDS.**

(a) Bids may be withdrawn on written or telegraphic request, prepaid and dispatched by the Proposing Contractor in time for delivery in the normal course of business prior to the Bid opening; provided that the prepaid telegraphic withdrawal is confirmed in writing over the signature of the Proposing Contractor, evidencing mailing thereof prior to the Bid opening;

(b) Negligence on the part of a Proposing Contractor in preparing the Bid confers no rights to the withdrawal of the Bid after the Bid opening;
13. **OPENING OF BIDS.**

Bids received prior to the time set forth in the Bid Documents for Bid opening will be kept unopened and secure in CNYRTA offices. However, no responsibility will attach to an officer of CNYRTA for the inadvertent, premature opening of a Bid. Bids will not be opened and read aloud publicly at the Bid opening.

14. **CONDITIONAL BIDS.**

Conditional Bids, or those Bids which take exception to the Specifications will be considered non-responsive and will be rejected.

15. **SINGLE BID/TOO FEW BIDS.**

In the event that only one Bid, or if, in the sole opinion of CNYRTA, too few Bids are received to ensure a reasonable price, CNYRTA may terminate the Request for Bids or it may request from a Proposing Contractor a price or cost analysis in such detail as to permit CNYRTA to determine and ensure that a reasonable price has been received. As a result of this submission, CNYRTA may make the award by negotiation or, failing a result acceptable to CNYRTA, reject all Bid(s).

16. **AWARD OF CONTRACT.**

(a) CNYRTA reserves the right to reject any and all Bids in whole or in part;

(b) It is the intent of CNYRTA to award a contract to the best overall Bid in accordance with criteria set forth in Part 2 of this Bid Package;

(c) The contract will be based upon the provision as well as the completion of all work according to the Specifications, together with all Addenda thereto, under the Bid accepted by CNYRTA;

(d) CNYRTA shall have the right to take such steps as it deems necessary to determine the ability of the Proposing Contractor to perform its obligations under the contract and the Proposing Contractor shall furnish CNYRTA all such information and data for this purpose as it may request. CNYRTA reserves the right to reject any Bid where an investigation of the available evidence or information does not satisfy CNYRTA that a Proposing Contractor is qualified to carry out the terms of the contract properly;

(e) No Bid will be accepted from or contract awarded to any person or entity who is in arrears to CNYRTA or to the State of New York upon any debt or contract, or in default, as surety or otherwise upon any obligation to said New York State or CNYRTA, or whose name appears on the United States Comptroller General's List of Ineligible Contractors;

(f) CNYRTA will award contracts to the successful Proposing Contractor in the following manner and chronological order: (1) The Board of Members of CNYRTA will pass a Resolution to accept the Bid and award a contract subject, when required, to Federal and/or State concurrence, (2) If Federal and/or State concurrence is required, CNYRTA, upon receipt of such concurrence, will issue a written NOTICE TO AWARD to the successful Proposing Contractor, (3) Within TEN (10) days following the Notice to Award, the Proposing Contractor shall make required submittal(s), if any, and if required by CNYRTA, the Proposing Contractor and CNYRTA shall execute the contract, (4) If further Federal and/or State approval is required, CNYRTA will issue a NOTICE TO PROCEED only upon receipt of such approval.

17. **CHANGE ORDER.**
Should any material or substantial changes or extra work be required affecting the Contract, a written Change Order shall be issued by CNYRTA. No verbal changes to the Contract will be valid. Any proposed change to the Contract must be submitted to CNYRTA for its prior approval.

18. **CONTRACT PERIOD.**

The term of this Contract shall be as set forth in Part 2 of this Invitation for Bids.

19A. **DISADVANTAGED BUSINESS ENTERPRISES.**

CNYRTA has established a Disadvantaged Business Enterprise ("DBE") program in accordance with regulations of the United States Department of Transportation ("DOT"), 49 CFR Part 26. CNYRTA has received Federal financial assistance from the Department of Transportation, and as a condition of receiving that assistance, CNYRTA has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of CNYRTA to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. CNYRTA's policy in this regard is as follows: (1) To ensure nondiscrimination in the award and administration of DOT assisted contracts, (2) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts, (3) To ensure that the DBE Program is narrowly tailored in accordance with applicable law, (4) To ensure that only firms that fully meet the eligibility standards set forth in 49 CFR Part 26 are permitted to participate as DBEs, (5) To help remove barriers to the participation of DBEs in DOT-assisted contracts, and (6) To assist the development of firms that can compete successfully in the market place outside the DBE program. The Director of Procurement has been delegated as the DBE Liaison Officer. The DBE Liaison Officer is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by CNYRTA in its financial assistance agreements with the DOT. Additional obligations of all Proposing Contractors with regard to DBEs and the DBE program are set forth in Part VI "FTA Contract Clauses" of this Contract.

19B. **MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES.**

(a) Equal Employment Opportunity Requirements. By submission of a bid in response to this solicitation, the Proposing Contractor agrees to adhere to the CNYRTA's policy regarding Equal Employment Opportunities for Minorities and Women, a copy of which policy shall be provided to the Proposing Contractor upon request. In furtherance thereof, the Proposing Contractor shall submit the following forms to the CNYRTA: (i) a Staffing Plan, which plan shall be submitted along with the Proposing Contractor's bid on Form EEO 100, as provided by the CNYRTA; and (ii) in the event the Proposing Contractor shall be awarded the Contract, the Proposing Contractor shall submit a Workforce Employment Utilization/Compliance Report on Form EEO 101, as provided by the CNYRTA, which Report shall be submitted on not less than a quarterly basis during the term of this Contract. The Utilization/Compliance Report required under this Contract, if any, shall be completed and submitted to the Director of Procurement for the calendar quarters ending March 31st, June 30th, September 30th and December 31st, within fifteen (15) days of the end of each such quarter.

(b) M/WBE Requirements.

(i) Unless otherwise notified by CNYRTA, each Proposing Contractor shall submit to CNYRTA along with their respective bids an M/WBE Utilization Plan on Form MWBE 100, as provided by CNYRTA. Such M/WBE Utilization Plan must include identification of the M/WBEs which the Proposing Contractor intends to use, the dollar amount of business with each such M/WBE,
the portion of the Contract which the Proposing Contractor intends to have performed by such M/WBEs, and the commencement and end dates for such performance. The CNYRTA will review such plan and, within twenty (20) days of its receipt, issue a written acceptance of the plan or comments on deficiencies in the plan.

(ii) The successful Proposing Contractor may be required to submit monthly M/WBE Contractor Compliance Reports to the CNYRTA, which reports (if any) shall be submitted on Form MWBE 102, as provided by the CNYRTA. Such monthly reports shall be submitted to the Director of Procurement no later than the 10th day of each month throughout the term of the Contract, and shall document the Proposing Contractor's progress towards achieving the M/WBE goals set forth in the Contract.

(iii) Requests for waivers shall only be considered in accordance with the provisions of Article 15-A of the New York State Executive Law. Requests for waivers must be submitted at the same time as submission of the M/WBE Utilization Plan, and may thereafter be submitted throughout the term of the Contract at any time prior to the submission of a request for final payment under the contract.

20. LICENSE TO DO BUSINESS IN THE STATE OF NEW YORK.

Prior to awarding the Contract, each Bidder must provide proof to CNYRTA that it is licensed by the applicable New York State Department to transact business within the State of New York.

21. GRAND JURY TESTIMONY.

By submitting a Bid, each Bidder expressly states, warrants and represents, unless otherwise expressly stated in writing upon or accompanying the Bid, that no person who is the Bidder, or who is a member, partner, director or officer of the Bidder, has prior to the submission of such Bid, and on or after July 1, 1959, when called before a grand jury, head of a State Department, Temporary State Commission or other State Agency, the Organized Crime Task Force in the Department of Law, head of a City Department which is empowered to compel the attendance of witnesses and examine them under oath, or other body or officer duly authorized to make inquiry to testify concerning any transaction or contract requiring the approval of the Department of Transportation, the State of New York, any political subdivision thereof, a public authority, or with any department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, refused to sign a waiver against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract. In the event that there has occurred such refusal, a full written statement of the time and circumstances thereof shall accompany the Bid.

22. REQUIRED DOCUMENTATION.

(a) The following documents are to be submitted with each Bid as noted below in the quantities set forth in Part 2 of this Invitation for Bids: (1) Requests for Approved Equals/Clarifications. No such request received by CNYRTA prior to the date scheduled for Bid opening will be considered without the prior written authorization of the Executive Director or his authorized representative, and (2) Bid Submission Forms. These forms are supplied in Part 3 of the Bid Package and are to be completely filled out;

(b) The following Bid documents can be found in Part 3 of this document and are to be submitted as part of the Bid Package and are all included with the definition of Bid Documents: (1)
Official Tender, (2) Non-Collusion/Ineligible Proposing Contractor Certification, (3) Certification of Authority (if a corporation), (4) DBE Certification (if applicable), (5) Certification Regarding Debarment and Other Responsibility Matters, (6) Certification of Lower-Tier Participants Regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion, and (7) NYS ST-220 Contract Certification.

23. **DISCLOSURE OF INTERESTED PARTIES.**

The authority resolution approving the successful Bidder will contain the following language which the Bidder must agree is accurate:

WHEREAS, The staff of CNYRTA is aware of no interest held by any member of 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 (2) 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 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; and

WHEREAS, To the best of our knowledge and belief, this award is consistent with the Code of Ethical Conduct for the CNYRTA as adopted by it on July 20, 1990 as Motion No. 775.
Passenger Waiting Shelters

1. PERFORMANCE AND ACCEPTANCE OF WORK.

   All work required to be performed or materials to be supplied hereunder shall be performed or supplied as promptly as possible, and in any event, within the time set forth herein (it being understood that the time within which the work is performed or materials supplied is of primary importance and of the essence of this Bid), and such work shall be subject to approval and acceptance by CNYRTA; but such approval and acceptance shall not relieve the Bidder (herein alternatively referred to as "Contractor") from the obligation to correct any incomplete, inaccurate or defective work, all of which shall promptly be remedied by the Contractor on demand, without cost to the CNYRTA. The Contractor will abide by the terms of this Contract and will carry out the performance of such work or the supplying of such material as contemplated herein. The Contractor shall do everything necessary or proper, whether or not incidental to or in connection with this Contract, in order to complete the work contemplated hereunder.

2. CONTRACT CHANGES.

   No change, modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or its duly authorized representative; provided, however, that any change, modification, termination or discharge of this Contract expressly provided for herein shall be effective only as so provided below.

   (a) Changes:

   (1) Any proposed change in this Bid (herein alternatively referred to as "Contract") shall be submitted to the Authority for its prior approval and the Authority will make the change by a written Contract Modification.

3. SUBCONTRACTING.

   None of the services covered by this contract shall be subcontracted without the prior written consent of CNYRTA. The Contractor shall be fully responsible to CNYRTA both for the acts and omissions of any approved subcontractor, and of persons either directly or indirectly employed by the Contractor or any such subcontractor employed by it. The Contractor shall insert in each subcontract, appropriate provisions requiring compliance with the labor standard provisions of this Contract.

4. ASSIGNABILITY.

   The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written approval of the CNYRTA which may be withheld (including payment thereof) for any reason.

5. TERMINATION OF CONTRACT.

   (a) If, through any cause, (i) the Contractor shall fail to fulfill in a timely and proper manner, any obligation under this Contract, (ii) if the Contractor shall violate any covenant, agreement, or stipulation of this contract, (iii) the source of funding for the Contract shall be depleted entirely or shall otherwise cease to exist, or (iv) for any other reason, with or without cause, CNYRTA shall have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days thereafter; except that CNYRTA may act on shorter notice in the event it determines that there is an emergency. In the event of termination, all
finished or unfinished work by the Contractor under this contract shall, at the option of the CNYRTA, become CNYRTA's property except that the Contractor shall be entitled to receive reasonable compensation for any satisfactory work then completed on this project and accepted by CNYRTA;

(b) Notwithstanding the above, the Contractor shall not be relieved of liability to CNYRTA and shall hold CNYRTA harmless and indemnify it for damages sustained by it or any of its employees, Board or staff members by virtue of any breach of the Contractor's obligations, and CNYRTA may withhold any full or partial payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due CNYRTA from the Contractor is determined.

6. PERSONNEL.

(a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with CNYRTA;

(b) All the services required hereunder will be performed by the Contractor or under its direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law, to perform such services;

(c) Contractor must fully disclose any person(s), to be performing work under this contract, who is serving or has served a sentence in a penal or correctional institution.

7A. EQUAL EMPLOYMENT OPPORTUNITY/ NON-DISCRIMINATION.

The Contractor specifically agrees, as required by New York State Executive Order #45, dated January 4, 1977, effective February 4, 1977, and as same may be supplemented or amended that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training;

(b) If the Contractor is directed to do so by the CNYRTA or the New York State Office of State Contract Compliance (hereafter "OSCC"), the Contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish it with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations hereunder and the purpose of Executive Order #45 (1977);

(c) The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status;

(d) The Contractor will comply with all provisions of Executive Order #45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders;

(e) If the Contractor does not comply with the equal opportunity provisions of this contract, with Executive Order #45 (1977), or with such rules, regulations, or orders, this contract or any portion
thereof, may be canceled, terminated or suspended or payments thereon withheld, or the Contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law; and

(f) The Contractor will include the provisions of clauses "a" through "e" above, and all contract provisions promulgated by OSCC pursuant to Section 1.3(b) of Executive Order #45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

7B. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. (a) Pursuant to Article 15-A of the New York State Executive Law, it is the policy of the CNYRTA to provide Minority and Women-Owned Business Enterprises (M/WBEs) the greatest practicable opportunity to participate in the CNYRTA’s contracting activity for the procurement of goods and services. The CNYRTA is required, in certain instances, to implement the provision of Article 15-A of the Executive Law for contracts (i) in excess of $25,000 for labor, services, supplies, equipment, materials or any combination thereof; and (ii) for contracts in excess of $100,000 for real property renovation and construction.
In furtherance of the CNYRTA's policy, and unless otherwise notified by CNYRTA in writing that the same do not apply to this Contract, Contractor shall comply with the provisions of this section and the provisions of Article 15-A of the New York State Executive Law. The Contractor will employ good faith efforts to achieve the CNYRTA's M/WBE Goals for this Contract stated below, and will fully cooperate in any efforts by CNYRTA, or any government agency having jurisdiction, to monitor and assist Contractor's compliance with the CNYRTA's M/WBE program.

CNYRTA's Minority-Owned Business Enterprise (MBE) Subcontracting Goal is 20%.

CNYRTA’s Women-Owned Business Enterprises (WBE) Subcontracting Goal is 20%.

Waivers shall only be considered in accordance with the provisions of Article 15-A of the New York State Executive Law. The directory of New York State Certified (M/WBE) Business can be viewed at http://nylovesmwbe.ny.gov/.

The Contractor shall include in each subcontract, in such manner that the provisions will be binding upon each subcontractor, all of the provisions herein including those requiring subcontractors to make good faith efforts to solicit participation by M/WBEs.

The Contractor shall not use the requirements of this section to discriminate against any qualified company or group of companies.

The Contractor's failure to comply with the foregoing requirements and/or the requirements of Section 7A above, may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by this Contract or otherwise deemed appropriate by the CNYRTA. In addition to the foregoing, in the event Contractor intentionally or willfully fails to comply with the minority and women-owned business participation requirements described herein, the Contractor shall be liable to CNYRTA for liquidated damages (as described below) and subject to such other remedies as may be available to CNYRTA. Liquidated damages available hereunder shall be calculated based on the actual cost incurred by CNYRTA related to CNYRTA's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified minority- and women-owned business enterprise.

8. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS.

No person employed on the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted, any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employees.

9. AFFIRMATIVE ACTION.

All Contractors are required to have and to submit with the Form of Bid (unless specifically not requested, or excused by CNYRTA), a copy of their Affirmative Action Plan. This plan must ensure that there is equality of opportunity in each respective company's employment practices.

10. DISADVANTAGED BUSINESS ENTERPRISE.

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 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.

11. INTEREST OF MEMBERS OF CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY.
(a) No member of the governing body of the CNYRTA, or its subsidiaries, Director, officer, agent, servant, or employee of the CNYRTA who exercises any functions or responsibilities in connection with the carrying out of the project to which this contract pertains, during his/her tenure or for two (2) years thereafter, shall have any personal interest, direct or indirect, in this contract; and

(b) No member of the governing body of the CNYRTA, or its subsidiaries, Director, officer, agent, servant or employee employed by or appointed by CNYRTA, or its subsidiaries, may in any way or manner be interested, directly or indirectly, as principal, surety, or otherwise, in a contract, the expense or consideration whereof is payable out of the funds of CNYRTA, or its subsidiaries.

12. **INTEREST OF OTHER LOCAL PUBLIC OFFICIALS.**

No member of the governing body of the locality in which the project area is situated, and no other public official of such locality, who exercises any function or responsibility in the review or approval of the carrying out of the project to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

13. **INTEREST OF CERTAIN FEDERAL OFFICIALS.**

No member of, or delegate to the Congress of the United States, and no resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise herefrom.

14. **WAGES AND HOURS.**

The Contractor specifically agrees, as required by the New York State Labor Law, that:

(a) No laborer, workman or mechanic in the employ of the Contractor, and no subcontractor or other person doing or contracting to do the whole or any part of the work or supplying any material contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the case of an emergency as set forth in the Labor Law;

(b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law. The minimum hourly rate of wages to be paid shall not be less than that stated in the Bidding Documents, and any re-determination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as the effective date of re-determination and shall form a part of these contract documents; and

(c) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than: (i) The stipulated wage scale as provided in the Labor Law; or (ii) Less than the stipulated minimum hourly wage scale as provided in the Labor Law.

15. **NON-DISCRIMINATORY LABOR PRACTICES.**

The Contractor specifically agrees, as required by the provisions of the New York State Labor Law, that:

(a) In hiring of employees for the performance of work under Contract or any subcontract hereunder, or of the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) No contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, color, sex, or national origin;
(c) If applicable, there may be deducted from the amount payable to the contractor by the State under this contract a penalty of Five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If applicable, this Contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) If applicable, the aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

16. **CIVIL RIGHTS**

The Contractor will comply with the provisions of Sections 291-299 of the New York State Executive Law and the New York State Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

17. **DISQUALIFICATION TO CONTRACT.**

Any person who, when called before a grand jury, head of a State Department, temporary State commission or other State Agency, the Organized Crime Task Force in the Department of Law, head of a City Department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with New York State, any political subdivision thereof, a public authority, or with a public department, agency or official of the State or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, and any firm, partnership or corporation of which he or she is a member, partner, director or officer shall be disqualified thereafter from selling to or submitting Bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal or until a disqualification shall be removed pursuant to the provisions of Section 103-C of the New York State General Municipal Law.

18. **GROUND FOR CANCELLATION.**

Upon the refusal of a person, when called before a grand jury, head of a Municipal Department, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

(a) Such person and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting Bids to or receiving awards from or entering into contracts with any municipal corporation or fire district, or any public department, agency or official thereof, or with the CNYRTA for goods, work or services, for a period of five (5) years after such refusal; and

(b) Any and all contracts made with any municipal or public benefit corporation or any public department, agency or official thereof on or after the first day of July, 1959 or with any fire district or
any agency or official thereof on or after the first day of September, 1960, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district or such public benefit corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

19. **WAIVER OF IMMUNITY.**

(a) The Contractor represents that it has never at any time refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning any transaction or contract had with the State of New York, any political subdivision thereof or of a public authority, nor has any firm, partnership or corporation of which the Contractor is a member, partner, director or officer so refused to sign a waiver of immunity, under the language and intention of Section 103-b of the General Municipal Law of the State of New York;

(b) The Contractor agrees as a further condition for the acceptance of this Contract that should the Contractor, if an individual, or any partner thereof (if a partnership), or any director or officer thereof (if a corporation), or any member, manager or officer thereof (if a limited liability company), refuse (when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority) to sign a waiver of immunity against any subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, and in such event, any such person, partner, director or officer shall be disqualified from thereafter selling to or submitting Bids to or receiving awards from or entering into any contracts with any municipal corporation, or any public department, agency or official thereof for goods, work or services for a period of five (5) years after such refusal and further that any and all contracts made with the CNYRTA on and after the first day of July, 1959, by such person and by any firm, partnership or corporation of which he or she is a member, partner, director or officer, may be canceled or terminated by CNYRTA and upon such cancellation or termination the CNYRTA shall not be liable for any penalty or damages on account of such cancellation or termination except than any moneys due by the CNYRTA for goods delivered and work or services rendered prior to the cancellation or termination shall be paid to the Contractor; and

(c) The Contractor specifically agrees to the provisions of Section 2875 of the New York State Public Authorities Law which requires that upon the refusal of a person, when called before a grand jury, head of a New York State Department, temporary State Commission, or other State agency, or the Organized Crime Task Force in the Department of Law, head of city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof or of a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, such person, and any firm, partnership or corporation of which it is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting Bids to or receiving awards from or entering into any contracts with any public authority or official for goods, work or services, for a period of five (5) years after such refusal.

20. **DISQUALIFICATION TO CONTRACT WITH STATE.**

Any person who, when called before a grand jury, head of a New York State Department, temporary State Commission or other State agency, or the Organized Crime Task Force in the Department of Law, which is empowered to compel the attendance of witnesses and examine them
under oath, to testify in an investigation, concerning any transaction or contract had with the State, any
political subdivision thereof, a public authority or with a public department, agency or official of the
State or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity
against subsequent criminal prosecution or to answer any relevant question concerning such transaction
or contract, any firm, partnership or corporation of which he is a member, partner, director or officer,
shall be disqualified from thereafter selling to or submitting Bids to or receiving awards from or entering
into any contracts with the State or any public department, agency, or official thereof, for goods, work or
services, for a period of five (5) years after such refusal or until disqualification shall be removed
pursuant to the provisions of Section 139-C of the New York State Finance Law.

21. **WORKER'S COMPENSATION INSURANCE.**
The Contractor agrees that it will secure Worker's Compensation Insurance and keep it in effect during
the life of the agreement for the benefit of such employees as are required to be insured by the
provisions of the New York State Worker's Compensation Law and also by the provisions of Article 9 of
the Worker's Compensation Law known as the Disability Benefits Law, and the agreement shall be void
and of no effect unless the Contractor complies with this provision.

22. **INDEMNIFICATION.**
The Contractor shall indemnify and hold harmless, CNYRTA, the Board of Directors, its Members,
officers, agents, employees, guests and invitees against risk of loss, of whatever nature, damage or
liability causing bodily injury, wrongful death or property damage and arising out of or in connection
with the performance of the contract by the Contractor or any of its agents, consultants employees or
assigns, whether sustained before or after the completion thereof including but not limited to the cost of
attorneys, consultants, experts and court costs.

23. **SAVE HARMLESS (PATENT INFRINGEMENT).**
The Contractor must agree to save, keep, hold harmless and fully indemnify CNYRTA and any
of its officers, directors or agents from and against any and all claims based on purported infringement
of the patent rights of any person or persons in consequences of the use by CNYRTA, or by any of its
officers or agents of articles supplied under the contract arising from Bids submitted and of which the
Contractor is not lawfully entitled to sell; provided CNYRTA gives the Contractor prompt notice in
writing of any suit and all information necessary to defend same.

24. **GUARANTEES AND WARRANTIES.**
The Contractor agrees that once approved by CNYRTA, its standard warranty provisions will govern
this Bid, provided, however, that each unit delivered must at least be guaranteed against faulty material
and workmanship for a period of one year from the date of acceptance, that during such one year period
the Contractor agrees to replace the unit or part affected without material or labor cost to the CNYRTA,
and with all charges being borne wholly and solely by the Contractor. The Contractor further agrees that
in the event that the warranty provisions contained in the Specifications annexed hereto require a
warranty or guarantee from the Contractor which is greater than the provisions contained in this
paragraph, that such provisions contained in the Specifications shall govern.

25. **COMPLIANCE WITH LOCAL LAWS.**
The Contractor shall comply with all applicable laws, ordinances and codes of the State and local
governments, and shall commit no trespass on any public or private property in performing any of the
work embraced by this contract.
26. **MOTOR VEHICLE SAFETY AND POLLUTION, IF APPLICABLE.**  
   (a) Motor Vehicle Safety Standards - Any vehicle will comply with the Motor Vehicle Safety Standards as established, amended and modified by the New York State or United States Department of Transportation;  
   (b) Motor Vehicle Pollution Requirements - If this contract contemplates the purchase of a motor vehicle, the Contractor will prove to the CNYRTA in writing that: (i) The horsepower of the vehicle is adequate for the speed range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment, (ii) All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere, (iii) Visible emission from the exhaust will not exceed #1 on the Ringlemann Scale when measured six inches (6") from the tailpipe with vehicle in steady operation, and (iv) When the vehicle has been idled for three (3) minutes and then accelerated to eighty percent (80%) of rated speed under load, the capacity of the exhaust will not exceed #2 on the Ringlemann Scale for more than five (5) seconds, and not more than #1 on the Ringlemann Scale thereafter; and  
   (c) Nothing herein shall limit CNYRTA to higher requirements in its specifications should it so desire.  

27. **LIMITS TO CONTRACT LIABILITY.**  
   (a) The Contract may be subject to financial assistance contracts between CNYRTA, the United States Department of Transportation and the New York State Department of Transportation; and  
   (b) This Contract shall be deemed executory only to the extent of moneys available from the State and Federal government specifically for the performance of the terms hereof and no liability on account thereof shall be incurred by the United States Department of Transportation, the State of New York or CNYRTA beyond moneys available for the purpose thereof.  

28. **TERMS AND PAYMENT.**  
   Full payment will be made within thirty (30) days of the date of formal acceptance by CNYRTA of the work completed under this contract which shall be within CNYRTA's sole judgment. Acceptance or non-acceptance shall be indicated in writing to the Contractor within a reasonable period of time from date of final delivery.  

29. **PROVISIONS OF LAW DEEMED INSERTED.**  
   Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though such were included herein. If through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, and if CNYRTA agrees, the contract shall forthwith be physically amended by CNYRTA to make such insertion.  

30. **HOW CONTRACT AFFECTED BY PROVISIONS HELD INVALID.**  
   If any provision of this contract is held invalid, the remainder of this contract shall not be affected thereby and such remainder would then continue to conform to the terms and requirements of applicable law.  

31. **DEFINITION OF TERMS.**  
   (a) The word "State" in the previous paragraphs is hereby defined to include the Central New York Regional Transportation Authority (CNYRTA);
(b) The term "Contract" shall mean, in addition to the General Conditions, the Invitation to Bid, the Instructions to Bidders, the Bid and Specifications (including Addenda issued by the CNYRTA), all of which are made part hereof as though herein set forth in full. The Contract as so defined shall constitute the complete and exclusive statement of the terms of any agreement between the parties and the contract may not be explained or supplemented by course of dealing, usage of trades or course of performance;

(c) The term "Contractor" shall be the individual or entity to whom CNYRTA awards the Contract.

32. CONTRACTOR'S LIABILITY.

The Contractor shall be responsible for all bodily injury, damage to life and property due to its activities and those of its subcontractors, agents, employees, guests and invitees in connection with its services under this Agreement. It is expressly understood that the Contractor shall indemnify and hold harmless CNYRTA from and against any of the Contractor's own acts and omissions as well as those of its subcontractor, agents or employees for any particular duties they perform, including, but not limited to, court costs and attorneys fees. Further, it is expressly understood that the Contractor shall indemnify and save harmless CNYRTA, the Board of Directors, its Members, officers, agents, employees, guests and invitees from claims, suits, actions, damages, court costs, counsel fees and disbursements, all or any of which result from the negligent or improper performance of the services of the Contractor hereunder, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein required. Negligent performance of services within the meaning of this paragraph, shall include in addition to negligence founded upon tort, negligence based upon the Contractor's failure to meet professional standards and resulting in errors in the progression of its work or that of others.

33. INDEPENDENT CONTRACTOR.

The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an agent of CNYRTA by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to or for an agent of CNYRTA, including, but not limited to the alleged right of the Contractor's employees to Worker's Compensation, unemployment insurance benefits, social security, retirement membership or credit or the like.

34. PAYMENTS TO THE CONTRACTOR.

CNYRTA shall pay the Contractor in the manner specified in the Contract as herein defined and the Contractor agrees to accept as full compensation not more than the amount set forth therein. In the event of any claim made or action being brought in connection with the Contract, the Contractor agrees to render CNYRTA any assistance required. In any cases, any work or payments which are additional to those specified herein shall only be authorized by issuance of a written change order by CNYRTA within its sole discretion.

35. RELEASE OF LIENS OF CONTRACTOR.

The Contractor shall, at the time it certifies final payment from CNYRTA, certify to it, in writing, that all consultants, material suppliers, subcontractors, agents and employees have been paid and that the Contractor has in its possession and will provide to CNYRTA upon request and in form satisfactory to CNYRTA, releases or waivers of liens from all consultants, material suppliers, subcontractors, employees or persons contracting with the Contractor or with such consultants, material suppliers, subcontractors or employees.
36. OWNERSHIP OF DOCUMENTS.

All designs, drawings, specifications, technical data, memoranda and other instruments produced or purchased by the Contractor and paid for by CNYRTA in the performance of this Agreement shall be the sole property of CNYRTA and CNYRTA is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law or by equity. The Contractor agrees that CNYRTA shall have access, at all reasonable times, to inspect and make copies of all notes, designs, specifications and other technical data pertaining to the work to be performed under this Agreement. CNYRTA agrees that it will not sell, assign or modify, nor will it permit any other governmental or private agency to use any plan, specification or document provided to CNYRTA herein by the Contractor.

37. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

(a) At the time of completion of the work, if applicable, the Contractor shall make available to CNYRTA, all survey notes, computations, maps, tracings, original aerial film and photo indices, if any, and all other documents and data pertaining to the work or to the project. The above described materials shall at all times be the property of CNYRTA. In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the Contractor shall make available to CNYRTA, all aforementioned engineering data and material. All tracings of maps and other engineering data furnished to CNYRTA by the Contractor shall bear thereon the endorsement of the Contractor. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential by the Contractor and shall be released only to the Chief Administrative Officer to publicize as CNYRTA in its sole judgment deems advisable;

(b) The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and make such materials available at its principal office at all reasonable times during the period of the Contract and for three (3) years from the date of final payment hereunder, for inspection by CNYRTA, the State of New York or the Federal Transit Administration, and copies thereof shall be furnished if requested by CNYRTA; and

(c) All designs, drawings, specifications, technical data, memoranda and other instruments produced or purchased by the Contractor or any other person on the Contractor's behalf and paid for by CNYRTA, in the performance of the Contract shall be the sole property of CNYRTA and CNYRTA is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law or by equity. The Contractor agrees that CNYRTA shall have access, at all reasonable times, to inspect and make copies of all notes, designs, specifications and other technical data pertaining to the work to be performed under the Contract.

38. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS.

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, U.S.C. §552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract; and
(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

39. NON-LIABILITY OF THE AUTHORITY REPRESENTATIVES.

Neither the members of the Authority nor any officer, agent, or employee thereof shall be charged personally by the Bidder with regard to this Contract. The Bidder shall indemnify and hold harmless all members, officers, agents and employees of CNYRTA from and against any liability arising out of this Contract. No member, officer, employee or agent of CNYRTA shall be held liable to the Bidder under any term or provision of this Contract, or because of its execution or attempted execution, or because of any breach hereof.

40. RIGHTS AND REMEDIES OF AUTHORITY.

(a) The Authority shall have the following rights in the event the Authority shall deem the Bidder guilty of a breach of any term whatsoever in this Contract: (i) The right to take over and complete the performance of the Contract or any part thereof as agent for and at the expense of the Bidder, either directly or through another Contractor, (ii) The right to cancel this Contract as to any or all of the portion yet to be performed, (iii) The right to specific performance, an injunction or any other remedy, and (iv) The right to money damages;

(b) For the purpose of this Contract, breach shall include the following, whether or not the time has yet arrived for performance of an obligation under this Contract: A statement by the Bidder to any representative of the Authority indicating that it cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Bidder or any other occurrence which makes it improbable at the time that he/she will be able to perform any one or more of its obligations under this Contract; any suspension of performance of, or absence of progress on, any part of the Contract by the Bidder which makes it improbable at the time that he/she will be able to perform any one or more of its obligations under this Contract;

(c) The Authority shall also have the rights set forth above in the event the Bidder shall become insolvent or bankrupt or if its affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors; and

(d) The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to stop it from exercising such other rights or remedies.

41. INTEREST OF BIDDER.

During the term of this Contract and for a period of twelve (12) months after completion of this Contract, the Proposer covenants that he/she/it shall not have nor acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Bidder further covenants that, in the performance of this Contract, no person having any such interest shall be employed to perform services in connection with the Contract, as a subcontractor, employee or otherwise. The Bidder agrees to place in each subcontract affected by this paragraph the necessary language contained herein. The Proposer acknowledges the full force and effect of this paragraph and agrees to be bound by its terms and conditions. The Bidder understands that any violation of this paragraph may, in the judgment of the Authority, be cause for termination of the Contract.

42. FINDINGS CONFIDENTIAL.
Subject to the Provisions of the New York State Freedom of Information Law, all of the reports, information, data, etc., prepared or assembled by the Bidder under this Contact are confidential and the Bidder agrees that they shall not be made available to any individual or organization without the prior written approval of the Authority.

43. SUBMISSION TO JURISDICTION.
   (a) The Bidder hereby irrevocably submits itself to the jurisdiction of the Supreme Courts of the State of New York or the Federal Courts for the Northern District of New York sitting only in Onondaga County in regard to any controversy arising out of, connected with, or in any way concerning the Bid or this Contract. The Bidder agrees that service of process on the Bidder in relation to such jurisdiction may be made, at the option of the Authority, either by registered or certified mail, addressed to the applicable office as provided for in the clause hereof entitled "Service of Notices on the Bidder", by registered or certified mail 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; and
   (b) Such service shall be deemed to be 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 serviced as stated above whether or not it might otherwise have been served in different manner.

44. SUCCESSORS AND ASSIGNS.
   The Contract shall be binding upon the parties thereto and on their heirs, executors, administrators, successors and assigns; provided, however, neither the Agreement nor any part thereof nor any moneys due or to become due to the Bidder may be assigned by him/her without the written consent of the Authority.

45. ASSIGNMENTS AND SUBCONTRACTS.
   (a) Any assignment or other transfer by the Bidder of this Contract or any part hereof or of any of its rights hereunder or any moneys due or to become due hereunder and any delegation of any of its duties hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that the Bidder may subcontract portions of the services required by this Contract to such persons as the Authority in its sole discretion may, from time to time, expressly approve in writing. All further subcontracting by any subcontractor shall also be subject to such approval; and
   (b) No consent to any assignment or other transfer, and no approval of any subcontractor, shall under any circumstance, operate to relieve the Bidder of any of its obligations; no subcontract, no approval of any subcontractor and no act or omission of the Authority shall create any right in favor of such subcontractor and against the Authority; and as between the Authority and the Bidder, all assignees, subcontractor, and other transfers shall for all purposes be deemed to be agents of the Bidder. Moreover, all subcontracts and all approvals of subcontractor shall be and, regardless of their form, shall be deemed to be conditioned upon performance by the subcontractor in accordance with this Contract; and if any subcontractor shall fail to perform the Contract to the satisfaction of the Authority, the Authority shall have the absolute right to rescind its approval forthwith and to require the performance of the Contract by the Bidder personally or through other approved subcontractor.

46. DEATH OR DISABILITY TO THE BIDDER.
   In case of the death or disability of one or more, but not all of the persons referred to as Bidder, the rights and duties of the Bidder shall devolve upon the survivor or survivors of them, who shall be obligated to perform the service required under the Agreement, and the Authority shall make all
payments due the Bidder. In the case of the death or disability of all persons referred to as Bidder, all
data and records pertaining to the project shall be delivered within sixty (60) days to the Chief
Administrative Officer of the Authority or a duly authorized representative. In case of the failure of the
Bidder, his/her successors or personal representative to make such delivery on demand, then and in that
event the representative of the Bidder shall be liable to the Authority for any damage it may sustain by
reason thereof. Upon delivery of on such date to the Authority, the Authority will pay to the
representative of the Bidder, all amounts due the Bidder including retained percentages to the date of
death of the last survivor.

47. **NO THIRD PARTY RIGHTS.**

Nothing contained in this Contract is intended for benefit of third persons, except to the extent
that the Contract specifically provided otherwise by use of the word "benefit" or direct right of action”.

48. **SERVICE OF NOTICES ON THE BIDDER.**

Whenever provision is made in this Contract for the giving of any notice to the Bidder, its
deposit in any post office or post office box, enclosed in a postpaid wrapper addressed to the Bidder at
his/her office, or its delivery to his/her office, shall be sufficient service thereof as of the date of such
deposit or delivery, except to the extent, if any, otherwise provided in the clause entitled "Submission to
Jurisdiction". Until further notice to the Authority, the Bidder's office will be that stated in its Bid.
Notices may also be served personally upon the Bidder; or if the Bidder be a partnership, upon any
partner; or if a corporation, upon any officer, director, or managing or general agent.

49. **TERMS.**

Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter,
singular, and plural, as the identity of the person may in the context require.

50. **CAPTIONS.**

The captions of the Contract are inserted for convenience only and are not part of the Contract
and do not in any way limit or amplify the terms and provisions of the Contract.

51. **COUNTERPARTS.**

The Contract 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.

52. **SEVERIBILITY.**

The provisions of this Contract shall be deemed severable and if any part of any provision is held
to be illegal, void, voidable, invalid, non-binding or unenforceable in its entirety or partially or as to any
party for any reason, such provision may be changed, consistent with the intent of the parties hereto, to
the extent reasonably necessary to make the provision as so changed to be legal, valid, binding and
enforceable. If any provision of this Agreement is held to be illegal, void, voidable, invalid, non-
binding or unenforceable in its entirety or partially as to any party for any reason, and if such provision
cannot be changed consistent with the intent of the parties hereto to make it fully legal, valid, binding
and enforceable, then such provisions shall be stricken from this Agreement and the remaining
provisions of this Agreement shall not in any way be affected or impaired, but shall remain in full force
and effect.
1. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

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

3. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to CNYRTA a non-collusive bidding certification on Contractor's behalf.

4. **INTERNATIONAL BOYCOTT PROHIBITION.** If the total cost of this Agreement exceeds $5,000.00, Contractor agrees, as a material condition of the Agreement, that neither it nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) Or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce
Department or any other appropriate agency of the United States subsequent to this Agreement's execution, this Agreement, amendment or modification thereto shall be rendered forfeit and void. Contractor shall so notify CNYRTA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139 h of the State Finance Law, and 2 NYCRR 105.4).

5. **SET-OFF RIGHTS.** CNYRTA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, CNYRTA’s option to withhold for the purposes of set-off any moneys due to Contractor under this Agreement up to any amounts due and owing to CNYRTA with regard to this Agreement, any other agreement, including any agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to CNYRTA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. **CONFLICTING TERMS.** In the event of a conflict between the terms of this Contract (including any and all attachments thereto and amendments thereof) and the terms of this Part V, the terms of this Part V shall control.

7. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause of the United States Constitution requires otherwise.

8. **NO ARBITRATION.** Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without CNYRTA’s written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

9. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon CNYRTA’s receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify CNYRTA, in writing, of each and every change of address to which service of process can be made. Service by CNYRTA to the last known address shall be sufficient. Contractor will have thirty (3) calendar days after service hereunder is complete in which to respond.

10. **CRIMINAL ACTIVITY.** If subsequent to the effectiveness of this Agreement, CNYRTA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to CNYRTA, convicted of a felony, under the laws of the United States or Territory of the United States, then CNYRTA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, CNYRTA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been convicted, then CNYRTA may exercise its right to terminate this Agreement. If Contractor knowingly withheld information about such an indictment or conviction, CNYRTA may declare the Agreement null and void and may seek legal remedies against Contractor and its principals. Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph...
apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

11. **PERMITS.** It is the responsibility of Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

12. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by CNYRTA.

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

14. **INFORMATION PROVIDED BY THE CONTRACTOR.** The Contractor shall certify that all information provided to CNYRTA with respect to Section 139-k of the State Finance Law is complete, true and accurate. CNYRTA reserves the right to terminate this Agreement in the event it is found that the information provided by the Contractor in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, CNYRTA may exercise its termination right by providing written notification to the Contractor in accordance with this Agreement.

15. **LOBBYING.** Permissible contacts during the procurement process are governed by Section 139-j of the State Finance Law. Submission of a bid or proposal in response to this Invitation to Bid or Request for Proposals, whichever the case may be, constitutes the Bidder's/Proposer's written affirmation that the Bidder/Proposer understands and agrees to comply with Section 139-j of the State Finance Law.

16. **SUPPLEMENTAL AGREEMENTS.** In the event this Agreement is subject to a Supplemental Grant Agreement by and between the State of New York and CNYRTA, the terms of said Supplemental Grant Agreement shall be incorporated by reference in, and made a part of this Agreement. A copy of any applicable Supplemental Grant Agreements shall be made available upon request.
CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY
PART 7: FTA CONTRACT CLAUSES
Passenger Waiting Shelters

DISCLAIMER: The Central New York Regional Transportation Authority ("CNYRTA") receives funding from the Federal Government by way of grants from the Federal Transit Administration ("FTA"). As a condition to receiving grants from the FTA, CNYRTA is obligated to comply with all applicable provisions of a certain Master Agreement between the FTA and recipients of its grants. All applicable provisions of the Master Agreement are, where not otherwise provided for, hereby incorporated by reference herein. The Contractor may obtain a copy of said Master Agreement at the FTA's website: http://www.fta.dot.gov/documents/12-Master.doc

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

2. **Program Fraud and False or Fraudulent Statements and Related Acts.**
   (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 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
   (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. **Access to Records.**
   The following access to records requirements apply to this Contract:
(a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a
subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to
provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of
their authorized representatives access to any books, documents, papers and records of the Contractor
which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts
and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA
Administrator or his authorized representatives including any PMO Contractor access to Contractor's
records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which
is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or
5311.

(b) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA
Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA
Administrator or his authorized representatives, including any PMO Contractor, access to the
Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C.
5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C.
5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified
acquisition threshold currently set at $100,000.

(c) Where the Purchaser enters into a negotiated contract for other than a small purchase or
under the simplified acquisition threshold and is an institution of higher education, a hospital or other
non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance
with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller
General of the United States or any of their duly authorized representatives with access to any books,
documents, papers and record of the Contractor which are directly pertinent to this contract for the
purposes of making audits, examinations, excerpts and transcriptions.

(d) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in
accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at
49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records
related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or
any authorized officer or employee of any of them for the purposes of conducting an audit and
inspection.

(e) The Contractor agrees to permit any of the foregoing parties to reproduce by any means
whatsoever or to copy excerpts and transcriptions as reasonably needed.

(f) The Contractor agrees to maintain all books, records, accounts and reports required under
this contract for a period of not less than three years after the date of termination or expiration of this
contract, except in the event of litigation or settlement of claims arising from the performance of this
contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator,
the Comptroller General, or any of their duly authorized representatives, have disposed of all such
litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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


Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and
directives, including without limitation those listed directly or by reference in the Master Agreement
between Purchaser and FTA, as they may be amended or promulgated from time to time during the term
of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
5. Civil Rights (EEO, Title VI and ADA).

The following requirements apply to the underlying contract:

(a) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract: (i) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue; (ii) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue; and (iii) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.


The following requirements apply to the underlying contract.

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is ___ %. A separate contract goal has not been established for this procurement.
(b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CNYRTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The successful bidder/offeror will be 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 CNYRTA. In addition, the contractor may not hold retainage from its subcontractors.

(e) 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.

7. Incorporation of FTA Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CNYRTA requests which would cause CNYRTA to be in violation of the FTA terms and conditions.


The Contractor agrees to comply with any mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. Part 622, Subpart C.


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 CFR 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.
10. **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 applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
(e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
(f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
(h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
(i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;
(j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
(k) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

11. **Seismic Safety.**

NA

12. **Patent Rights.**

NA

13. **Rights in Data and Copyright Requirements.**

NA
14. **Conformance with ITS National Architecture.**

In compliance with 49 U.S.C. § 5325(b), the Contractor agrees to comply with the following requirements pertaining to the provision of architectural, engineering, or related services that will be financed with funds authorized under 49 U.S.C. chapter 53 or required by Federal law to be administered in accordance with 49 U.S.C. chapter 53:

(a) When providing architectural, engineering, or related services, the Contractor agrees that it and its subcontractors at any tier will: (i) Negotiate for those services in the same manner as a contract for architectural, engineering, or related services is negotiated under Chapter 11 of Title 40, United States Code, or (ii) Comply with an equivalent State qualifications-based requirement for contracting for architectural, engineering, and design services, provided the State has adopted by law such requirement before August 10, 2005.

(b) Upon being awarded a contract for those services, the Contractor agrees that and its subcontractors at any tier will: (i) Allow an audit to be performed on the contract or the third party subcontract in compliance with the cost principles of the FAR as set forth in 48 C.F.R. Part 31; (ii) Will accept the indirect cost rates established by a cognizant Federal or State government agency in accordance with the FAR for one-year applicable accounting periods, if those rates are not currently under dispute; (iii) Apply the firm’s indirect cost rates, without any limitation by administrative or de facto ceilings, for purposes of contract estimation, negotiation, administration, reporting, and contract payment, after the firm’s indirect cost rates are accepted as described in this contract; and (iv) The Contractor agrees and assures that it and any of a group of entities sharing cost or rate data described in this contract shall: (1) Notify any affected firm before requesting or using that data, (2) Maintain the confidentiality of that data and assure that it is not accessible or provided to others, and (3) Not disclose that data under any circumstances if doing so is prohibited by law.

15. **Termination Provisions.**

(a) If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner, any obligation under this Contract or if the Contractor shall violate any covenant, agreement, or stipulation of this contract or for any other reason, with or without cause, CNYRTA shall have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days thereafter; except that CNYRTA may act on shorter notice in the event it determines that there is an emergency. In the event of termination, all finished or unfinished work by the Contractor under this contract shall, at the option of the CNYRTA, become CNYRTA's property except that the Contractor shall be entitled to receive reasonable compensation for any satisfactory work then completed on this project and accepted by CNYRTA.

(b) Notwithstanding the above, the Contractor shall not be relieved of liability to CNYRTA and shall hold CNYRTA harmless and indemnify it for damages sustained by it or its employees, Board or staff members by virtue of any breach of the Contractor's obligations, and CNYRTA may withhold any full or partial payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due CNYRTA from the Contractor is determined.

16. **Debarment and Suspension.**

17. **Provisions for Resolution of Disputes, Breaches or other Litigation.**

Having been informed of CNYRTA's obligations described in the Master Agreement, the Contractor agrees as follows:

(a) **Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CNYRTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to CNYRTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of CNYRTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

(b) **Performance During Dispute.** Unless otherwise directed by CNYRTA, Contractor shall continue performance under this Contract 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 party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

(d) **Remedies.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between 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.

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

18. **Lobbying.**

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

19. **Clean Air.**

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

20. **Clean Water.**
(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.


The Contractor is hereby placed on notice that this Contract is funded in whole or in part by funds granted to CNYRTA for the purposes described herein. The Contractor acknowledges that by receiving those funds, CNYRTA is obligated to comply with the terms of the Master Agreement and various other Federal laws and regulations.

22. Transit Employee Protective Arrangements.

NA


NA.


NA


NA


NA

27. Recycled Products.

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.


Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, 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, and include final assembly in the United States for microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.


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

30. **Davis Bacon Act/Copeland Anti-Kickback Act.**
   NA

31. **Bonding.**
   NA
CENTRAL NEW YORK REGIONAL TRANSPORTATION AUTHORITY  
PART 8: INSURANCE REQUIREMENTS  
Passenger Waiting Shelters

Each Contractor/Vendor shall maintain the following 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 its subcontractors:

A. Worker’s Compensation and Employers Liability Insurance  
Limits: Not less than required by law.

B. New York State Disability Insurance  
Limits: Not less than required by law.

C. Comprehensive General Liability including:
   Premises-Operations  
   Products/Completed Operations  
   Contractual  
   Broad Form Property Damage  
   Independent Contractor  
   Personal Injury Liability, Hazards A, B & C  
   Products including Completed Operations, to be kept in force for a least two (2) years after work has been completed.

Central New York Regional Transportation Authority (CNYRTA) and all related entities (CNY Centro, Inc., Centro Call-a-bus, Inc., Centro of Oneida, Inc., Centro of Oswego, Inc., Centro of Cayuga, Inc., Centro Parking, Inc., Intermodal Transportation Center, Inc., Designated Recipient, Inc.) shall be included as additional named insured on the Contractor's/Vendor’s policy. The amendment to the Contractor’s/Vendor’s policy naming CNYRTA, Directors, Officers, Agents, Employees, guests and invitees and all related entity, et al as additional insured for liability coverage’s shall state that such coverage shall be primary insurance protection on behalf of CNYRTA et al. Insurance Services Office, Inc. (ISO) form #CG0043 or its equivalent shall be included in the policy.

Each policy shall have Bodily Injury and Property Damage limits not less than:

- $1,000,000 per occurrence
- $2,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal & Advertising Injury Aggregate
- $2,000,000 General Aggregate

D. Comprehensive Automobile Liability Insurance including coverage for owned, non-owned or hired automobiles. Limits not less than:

- $1,000,000 per accident, Bodily Injury and Property Damage

E. Excess (Umbrella) Liability providing Bodily Injury and Property Damage Liability limits not less than:

- $1,000,000 per occurrence
$1,000,000 aggregate

Central New York Regional Transportation Authority (CNYRTA) and all related entities (CNY Centro, Inc., Centro Call-a-bus, Inc., Centro of Oneida, Inc., Centro of Oswego, Inc., Centro of Cayuga, Inc., Centro Parking, Inc., Intermodal Transportation Center, Inc., Designated Recipient, Inc.) shall be included as additional named insured on the Contractor’s/Vendor’s policy. The Amendment to the Contractor’s/Vendor’s policy naming CNYRTA, Directors, Officers, Agents, Employees, guests and invitees and all related entity, et al as additional insured for liability coverage’s shall state that such coverage shall be primary insurance protection on behalf of CNYRTA et al. Insurance Services Office, Inc. (ISO) form #CG0043 or its equivalent shall be included in the policy.

G. Other requirements:

All of the required insurance coverage’s shall be written through insurance carriers licensed to do business in the State of New York.

Each insurance contract shall be amended to provide for sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage to be given to the Director of Procurement of CNYRTA, et al.

All liability insurance contracts shall be amended to eliminate the provisions applicable to the insurance carriers’ rights of subrogation as it pertains to the CNYRTA, et al.

All liability insurance contracts shall be amended to not eliminate or reduce the coverage provided to the CNYRTA et al in the event of a breach of the Contract/Vendor, their agents, employees, directors and/or sub-Contractor to comply with the terms, provisions and conditions of liability insurance contracts.

If any of the liability coverage’s are provided on a claims-made basis, the policy date or retroactive date shall predate this contract. The termination of any such claims-made contract or applicable reporting period shall be no earlier than five (5) years after the termination date of coverage’s required to be maintained by the applicable provisions of this agreement.

Certificates of Insurance shall be filed with: the Central New York Regional Transportation Authority, Attention: Director of Procurement, 200 Cortland Ave., PO Box 820, Syracuse, NY 13205-0820. Such certificates of insurance shall contain specific language so as to adequately advise the CNYRTA of compliance with the aforesaid requirements of insurance. Each Contractor/Vendor agrees to provide actual certified copies of the required insurance contracts.

CNYRTA, et al reserves the right to amend the requirements of insurance protection it may deem necessary.
EQUAL EMPLOYMENT OPPORTUNITY
STAFFING PLAN

SUBMIT WITH BID OR PROPOSAL or within a reasonable time thereafter as requested by CNYRTA but prior to Contract Award.

<table>
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<tr>
<th>Solicitation No.:</th>
<th>Reporting Entity:</th>
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<tr>
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<td>□ Contractor</td>
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<td>□ Subcontractor</td>
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<th>Contractor/Subcontractor’s Name:</th>
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<th>Contractor/Subcontractor’s Address:</th>
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<th>FEIN:</th>
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Enter the total number of employees for each classification.

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<thead>
<tr>
<th>EEO Job Category</th>
<th>Total Work Force</th>
<th>Work force by Gender</th>
<th>Work force by Race/Ethnic Identification</th>
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<tbody>
<tr>
<td></td>
<td>Total Male (M)</td>
<td>Total Female (F)</td>
<td>White (M) (F)</td>
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<tr>
<td>Executive/Senior level Officials &amp; Managers</td>
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<tr>
<td>First/Mid level officials &amp; Managers</td>
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<td>Professionals</td>
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<td>Administrative Support Workers</td>
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<td>Craft Workers</td>
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<td>Operatives</td>
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<td>Laborers and Helpers</td>
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<tr>
<td>Service Workers</td>
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EEO 100 (Rev 3/11)

General instructions: Contact the Designated Contact(s) for the solicitation if you have any questions. All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor’s total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor’s total work force, the Offeror shall complete this form for the contractor’s total work force. Subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the “Work”) except where the Work is for the beneficial use of the Contractor must complete this form upon request.

Instructions for completing:
1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors’ total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading “Work force by Gender.”
6. Break down the total work force by race/ethnic background and enter under the heading “Work force by Race/Ethnic Identification.” Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION
Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
BLACK - A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
HISPANIC - A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
ASIAN & PACIFIC - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
ISLANDER
AMERICANINDIAN - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal
OR ALASKAN affiliation or community recognition.
NATIVE (Not of Hispanic Origin)
INSTRUCTIONS: This form must be submitted with any bid, proposal, response to request for qualifications or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (MWBE) under the contract. Attach additional sheets if necessary.

<table>
<thead>
<tr>
<th>Contractor's Name, Address and Telephone No.</th>
<th>Federal Identification No.</th>
<th>Contract Number and Description Location (Region)</th>
<th>MWBE Goals In Contract</th>
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<td>MBE ______ %</td>
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<td>WBE ______ %</td>
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Certified MWBE Subcontractors/Suppliers
Name, Address, Telephone No, E-mail Address

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<tr>
<th>Name, Address, Telephone No.</th>
<th>E-mail Address</th>
<th>Federal ID. No.</th>
<th>NYS ESD CERTIFIED</th>
<th>Detailed description of Work (Attach additional sheets if necessary)</th>
<th>Dollar Value of Subcontracts/ supplies/ services and intended performance dates of each component of the contract</th>
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IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER (Form MWBE 101)

Submission of this form constitutes the contractor’s acknowledgement and agreement to comply with the MWBE requirements set forth under NYS Executive Law, Article 15-A and 5 NYCRR Part 142. Failure to submit complete and accurate information may result in a finding of noncompliance or rejection of the bid/proposal and/or suspension or termination of the contract.

Prepared By (Signature) Email Address
Name and Title of Preparer (Print or Type) Telephone No. Date

FOR MWBE USE ONLY

Reviewed By Date
Utilization Plan Approved Yes No Date
Contract No. Project No. (If applicable) Contract Award Date Estimated Completion Date Contract Amount Obligated
Notice of Deficiency Issued Yes No Date Description of Work

MWBE 100/BDC 334 (411)