



CAPITAL DISTRICT TRANSPORTATION AUTHORITY (CDTA)

Request for Proposals (RFP)

PROPOSAL TITLE: IT Networking Engineering Support Services

PROPOSAL NUMBER: CDTA IT 21-1000

PROPOSAL OPENING: February 8, 2012 11:00AM

CONTRACT DURATION: Two (2) Years with Three (3) Optional Renewal Years

The proposal must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of the REQUEST FOR PROPOSALS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (CDTA General Specifications), Draft Agreement and Executive Order 127, and that all information provided is complete, true and accurate. Proposers are requested to retain Appendix A and Appendix B for future reference.

Information on Executive Order 127 may be accessed at:

<http://www.ogs.state.ny.us/legal/ExeOrder127/overview.asp>

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NOTICE TO PROPOSERS

PLEASE TAKE NOTICE that proposals for **CDTA-IT 21-1000 IT Networking Engineering Support Services** are **due no later than 11:00AM on February 8, 2012.** Proposals should be addressed to Stacy Sansky, Director of Procurement, Capital District Transportation Authority, 110 Watervliet Avenue, Albany, New York 12206. Each proposal must be prepared and submitted in accordance with the proposal instructions.

Questions regarding this Request for Proposals are to be submitted IN WRITING to Stacy Sansky, Director of Procurement (stacyss@cdta.org, fax-518-437-8348 or via mailing address listed above) **NO LATER than 11:00 AM on January 23, 2012.**

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

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

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

The complete Request For Proposals may be obtained free of charge at our website www.cdta.org (Click on "About CDTA", then on "Doing Business with CDTA") on or after January 11, 2012. Only vendors who complete the online vendor registration form will be able to access the RFP.

Dated: January 9, 2012

GENERAL INFORMATION

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

NOTICE TO PROPOSERS:

The following procedures shall be used for proposal submittals:

1. PROPOSAL PREPARATION

Please complete proposal in concise manner to include all required information and submit proposal using any other desired materials. **Proposed contract/lease will be provided for review, and you should advise concerning any exceptions to the contract requirements in Schedule B during the Questions & Clarifications period NOT with proposal submittal.** Prepare your proposal using indelible ink. One original and 4 copies of the proposal is required, unless otherwise specified herein. Proposals should be submitted with the attached **Contractor Disclosure and Certification of Prior Non-Responsibility Determinations**. Proposers are required by Executive Order 127 to disclose a contact person. This contact is to be identified in completing the form on the preceding page. If your firm or company employs anyone to lobby on your behalf, that contact must be identified using the attached **Contractor Disclosure of Contacts Form**. Contacts from non-disclosed contacts will be rejected and all such contacts will be reported.

2. REQUESTS FOR INFORMATION

Direct contact regarding the substance of this Request for Proposals with any employee of CDTA outside of the Procurement Department is discouraged prior to proposal submission. If proposers note any irregularity or inconsistency in the Request for Proposals including the described scope of the work (Schedule A), you are asked to submit inquiries in writing, by mail or email on a date before the one designated for proposal opening. Responses will be furnished in the form of an addendum directed to all prospective proposers that have requested the RFP. **ALL QUESTIONS ARE DUE IN WRITING TO STACY SANSKY, DIRECTOR OF PROCUREMENT NO LATER THAN JANUARY 23, 2012. ([EMAIL-STACYSS@CDTA.ORG](mailto:STACYSS@CDTA.ORG) OR FAX TO 518.437.8348).**

3. PROPOSAL DEVIATIONS

If you intend to propose something other than the specified product please submit a Request for Approved Equals prior to the deadline for technical questions. Include in this request how the product recommended will meet the form, function and

utility of the requirement. CDTA shall determine if this product will be equal to that requested and a proposal will be considered.

4. PROPOSAL DELIVERY

Mail/Courier Service-

Proposer assume all risks for timely, properly submitted deliveries. Proposers are strongly encouraged to arrange for delivery of proposal to CDTA **prior to** the date and time of the proposal opening. **LATE BIDS WILL BE REJECTED.** **E-mail and fax bid submissions are not acceptable and will not be considered.**

Proposal envelopes: Proposal shall be submitted in a **SEALED** and **LABELED** envelope. The envelope shall be labeled with the **Proposal Title** and **Proposal Number**. All Proposals will be addressed to:

**Procurement Department
CDTA
110 Watervliet Avenue
Albany, NY 12206**

“PROPOSAL ENCLOSED”

PERSONAL DELIVERY PROCEDURES

Proposers must allow extra time to comply with the security procedures in effect at the Capital District Transportation Authority when hand delivering proposals or using deliveries by independent courier services. These security procedures may change or be modified at any time. Vendors who intend to deliver proposals should allow extra time to comply with the security procedures. **Proposers assume all risks for timely, properly submitted deliveries.**

All hand delivered proposals shall be given to the receptionist who will ensure they are date/time stamped and delivered to the Procurement Department. As the receptionist has multiple duties in addition to accepting procurement documents it is again **strongly encouraged to hand deliver proposals PRIOR to the proposal due date and time.**

Failure to complete all information on the proposal envelope may necessitate the premature opening of the proposal and may compromise confidentiality. Failure to comply with proposal envelope and delivery instructions may also lead to proposals being delayed in reaching the Procurement Department.

FAX transmittals – Not Permitted

5. PRE-AWARD INTERVIEWS

Where necessary for making a selection, a limited number of Proposers may be invited to discuss their proposal with the selection committee established by CDTA.

6. BASIS FOR AWARD

Contract award will be made by the staff or by the CDTA Board based upon a recommendation from the committee appointed to evaluate this procurement. The committee will evaluate proposals using the following criterion:

Adherence to Functional Requirements	40%
Cost Effectiveness	30%
References/Experience	15%
Ability to Provide Required Services	10%
Disadvantaged Business Enterprise DBE or M/WBE Certification	5%

7. CONTRACT REQUIREMENTS

Upon award, the successful proposer shall be required to execute any written contract the terms and conditions of which are set forth herein. **Proposers are urged to review the contract requirements, including insurance requirements.** Any significant exception to the required provision that was not submitted during the technical question period will result in a determination that a bid is non-responsive. All exceptions to the required provisions will be submitted during the technical question period. CDTA will review the exception and suggested alterations and will determine if they will be accepted. CDTA will then notify all proposers via addendum of the accepted change. Proposers that refuse to execute and return the contract shall forfeit bid deposit or bond if one was required, additionally proposers may be barred from bidding on future CDTA contracts.

8. INSURANCE REQUIREMENTS

A copy of the contract agreement is included for your review. This agreement contains all REQUIRED insurance provisions as well as who should be listed as additional insured on insurance certificates. By submitting a bid you are acknowledging acceptance of these insurance requirements as written and will comply with them. Any exception shall be submitted for approval during the technical question period.

All proposers are strongly advised to communicate these requirements with their insurance provider PRIOR to bid submittal to ensure ability to comply with them.

9. IMPORTANT SECURITY PROCEDURES

Security procedures are in effect at the Capital District Transportation Authority. These procedures govern both parking and admittance to buildings. Photo identification is required. These security procedures may change or be modified at any time. Vendors who intend to deliver proposals or conduct business with the CDTA should allow extra time to comply with the security procedures.

10. DISPUTE RESOLUTION POLICY

It is the policy of the Capital District Transportation Authority (CDTA) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to CDTA proposal solicitations or contract awards. CDTA encourages vendors to seek resolution of disputes through consultation with CDTA staff. All such matters will be accorded impartial and timely consideration by the Executive Director of CDTA. Interested parties may also file formal written disputes. In all cases, the decision of the Executive Director of CDTA shall be final.

CONTRACTING REQUIREMENTS

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

GENERAL CONTRACT PROVISIONS:

The attached contract provisions cover the necessary insurance and indemnity requirements. They will set forth the term of the agreement and refer to the Schedules and Appendices.

APPENDIX A- STATE PROVISIONS:

Appendix A, Standard Clauses For Contracts required by New York State, dated December 2011, attached hereto, is hereby expressly made a part of this Proposal Document as fully as if set forth at length herein. **Please retain this document for future reference.**

APPENDIX B- FEDERAL PROVISIONS:

These requirements, to the extent applicable are set forth in Appendix B, Required Federal Clauses, dated March 2009, attached hereto in Schedule B are the applicable requirements from the federal Appendix and hereby expressly made a part of this Proposal Document as fully as if set forth at length herein and shall govern any situations not covered by this Proposal Document or Appendix A. **Please retain this document for future reference.**

SCHEDULE A- SCOPE OF THE WORK/SPECIFICATIONS:

Schedule A contains the description of the required scope of work and/or product specifications. It describes, in substance, the goods and/or services that

CDTA desires to procure. All of these provisions are hereby incorporated by reference.

CONFLICT OF TERMS AND CONDITIONS:

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

- a. Contract Document
- b. Appendix A
- c. Schedule A
- d. Appendix B
- e. Contractor Final Proposal- incorporated and set forth as Schedule B

SPECIFIC DETAILED INFORMATION

(where applicable)

FREEDOM OF INFORMATION LAW:

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. **SHOULD YOU FEEL YOUR FIRM'S BID/PROPOSAL CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE. SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXCEPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION. REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID/PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.**

SHORT TERM EXTENSION:

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

QUALIFICATION OF PROPOSER:

Proposals will be accepted only from established manufacturers or their authorized dealers. Any dealer submitting a proposal hereby guarantees that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with all

quantities of products required by the dealer in fulfillment of its obligations under any resultant contract with the CDTA, and that it will provide a certificate from the manufacturer acknowledging this level of support. (See Manufacturer's Certificate in this document.)

Proposer must maintain a business establishment with adequate inventories of the products offered, and must be capable of processing and shipping large numbers of orders to various destinations.

The CDTA may require a certificate from the proposer showing the number of years the proposer has been active in providing the services or selling the products offered and the size and location of the inventories regularly maintained.

The CDTA reserves the right to investigate or make any inquiry into the capabilities of any proposer to properly perform under any resultant contract. See "Performance Qualifications," "Disqualification for Past Performance" and "Employees/Subcontractors/Agents" in Schedule A, CDTA General Specifications.

REFERENCES:

All proposers, must provide a minimum of three references including references from two of the bidder's largest customers. References shall be commercial or governmental accounts, and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The references shall include the:

Name, address, contact person, telephone number, fax number, and number of year's bidder has serviced the referenced account;

Volume of business performed within the past three years for each referenced account.

Reference sheet is provided in required forms for completion and submittal with bid.

FINANCIAL STABILITY:

If requested, proposer must document its ability to service a contract with dollar sales volume similar to scope of this proposal through submission of financial statements documenting past sales history. The proposer must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. CDTA reserves the right to request additional documentation from the proposer and to request reports on financial stability from independent financial rating services. CDTA reserves the right to reject any proposer who does not demonstrate financial stability sufficient for the scope of this proposal.

INFORMATION TO BE FURNISHED WITH PROPOSAL:

The proposer shall submit with its proposal detailed specifications, circulars and all necessary data on the product to be furnished. If the product offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the proposal. CDTA, however, reserves the right to request any additional information deemed necessary for the proper evaluation of proposals.

The proposer shall indicate in the spaces provided the manufacturer's name, the address where the proposed product or products will be produced, the catalog references or model number of the product or products offered and all other information requested.

SCHEDULE A – SCOPE OF WORK

Introduction

The Capital District Transportation Authority (CDTA) is requesting proposals for Information Technology (IT) Network Engineering support services for all CDTA facilities. This solicitation is being sent to a number of awardees of New York State Office of General Services contracts for Information Technology Services. Accordingly, the New York State Office of General Services has already negotiated business terms of this procurement. The project duration is 24 months beginning April 1st 2012 and ending March 31st 2014. The agreement must allow for three 1-year extensions to the original contract. The CDTA will reserve the option to terminate the existing contract at anytime during the defined period terms. One vendor must offer the herein requested IT Network Engineering Support Services.

Section 1 - Staff Requirements-IT Network Engineering Services

We require a 2-person team working on-site a combined 20 hours per week during regular business hours, Monday – Friday from 8:00 AM to 5:00 PM. Limited project work will be required during off hours or after regular business hours, weekends and holidays, as needed. The required 2-person team will be located at our Albany facility with support responsibility for 6 remote locations within a 35 mile area. Travel between sites is required but will be limited and is not reimbursed in this service agreement. The network consists of approximately 250 network nodes including 80+ servers and 50+ network printers. The network operating system is a mix of Windows 2003 and 2008 Server and Windows XP and 7 on the desktop. Networking switches and routers are Cisco. Desktop applications include the complete Microsoft Office 2007 suite, as well as several transit related proprietary applications.

Overall staff requirements include:

- Developing, documenting, communicating and implementing recommendations and solutions
- Delivering timely and accurate project tasks and work plans
- Having the technical capacity for solving problems and meeting project milestones
- Working under the guidance of the Director of IT and the Vice President of Technology and Facilities

A more detailed list of job responsibilities for the required 2-person team is as follows. A third position's job responsibilities is listed to offer CDTA the option of utilizing a less senior engineer for certain project tasks and work plan.

Section 1.1 – Senior Network/Systems Engineer/Project Manager

Qualifications:

- Minimum of 10+ years experience with application software support, data analysis, data access, testing and implementation, technical and user documentation and software conversion.

- Minimum of 10+ years experience in Network/System Engineer role at a medium sized (500+) organization
- Minimum of 5+ years experience in IT project management role
- Minimum of 3+ years experience supporting telecommunications systems
- MCITP Preferred
- CCNA Preferred
- Limited Oracle 11.x knowledge required
- Limited use of Linux and Unix required
- Minimum of 2+ years experience with Juniper products
- Minimum of 2+ years experience with Citrix
- Minimum of 2+ years wireless networking experience
- Must have 5+ years Cisco experience (plus formal training)

Responsibilities:

- Project management support to both large and small scale IT with direct responsibility for specific IT departmental projects. Such projects may involve software upgrades, new system installations, hardware replacements, new technology demonstrations and security enhancements, among others.
- Manage special high technology projects, as assigned, with products such as Citrix, VMware and Cisco (routers and switches).
- Assist in the design of program specifications and the implementation of software and hardware solutions.
- Support 80+ servers running Windows Server 2003/2008
- Support approximately 250 users across 6 locations
- Support 250 users by providing technical support on all hardware, systems software, printers, networking and telecommunications needs.
- Support Cisco 35xx series switches and 36xx series routers
- Perform daily data backup and recovery
- Review daily monitoring and maintenance logs within multiple applications
- Update business continuity and disaster recovery documentation and procedures
- Troubleshoot LAN/WAN, PC/Laptop/Networking Equipment
- Providing lead role in IT infrastructure related projects and related work
- Answer Help Desk Tickets using HelpSTAR 2010 version 12.0.66.3
- Submit daily progress reports noting accomplishments, risks and delays
- Submit monthly timesheets noting hours and work tasks
- Point of contact for project status reports, meetings, reporting requirements, scope changes/extensions and financial, administrative and technical issues and concerns raised by staff.

Section 1.2 – Senior Network/Systems Engineer

Qualifications:

- Minimum of 10+ years experience with application software support, data analysis, data access, testing and implementation, technical and user documentation and software conversion.
- Minimum of 7+ years experience in Network/System Engineer role at a medium sized (500+) organization
- Minimum of 3+ years experience supporting telecommunications systems
- Minimum of 3+ years experience overseeing medium and large scale IT projects
- MCITP Preferred
- CCNA Preferred
- Limited Oracle 11.x knowledge required
- Limited use of Linux and Unix required
- Minimum of 2+ years experience with Juniper products
- Minimum of 2+ years experience with Citrix
- Minimum of 2+ years wireless networking experience
- Must have 5+ years Cisco experience (plus formal training)

Responsibilities:

- Assist in the design of program specifications and the implementation of software and hardware solutions.
- Support 80+ servers running Windows Server 2003/2008
- Support approximately 250 users across 6 locations
- Support 250 users by providing technical support on all hardware, systems software, printers, networking and telecommunications needs.
- Support Cisco 35xx series switches and 36xx series routers
- Perform daily data backup and recovery
- Review daily monitoring and maintenance logs within multiple applications
- Update business continuity and disaster recovery documentation and procedures
- Troubleshoot LAN/WAN, PC/Laptop/Networking Equipment
- Providing support role in IT Project Management
- Answer Help Desk Tickets using HelpSTAR 2010 version 12.0.66.3
- Coordinate with all CDTA IT Vendors
- Assist with IT equipment purchasing

Section 1.3 – Network/Systems Engineer (Optional)

Qualifications:

- Minimum of 10+ years experience in a technical and/or business application function within an environment including but not limited to mainframe, mid-range, personal computers and laptops.
- Minimum of 5+ years experience in IT Support Services at a medium sized (500+) organization
- Minimum of 3+ years experience overseeing medium and large scale IT projects
- Minimum of 3+ years experience supporting telecommunications system

- MCITP Preferred
- CCNA Preferred
- Limited Oracle 11.x knowledge required
- Limited use of Linux and Unix required
- Minimum of 2+ years experience with Juniper products
- Minimum of 2+ years experience with Citrix
- Minimum of 2+ years wireless networking experience
- Must have 2+ years Cisco experience (plus formal training)

Responsibilities:

- Support approximately 250 users across 6 locations
- Support 250 users by providing technical support on all hardware, systems software, printers, networking and telecommunications needs.
- Support Cisco 35xx series switches and 36xx series routers
- Perform daily data backup and recovery
- Review daily monitoring and maintenance logs within multiple applications
- Update business continuity and disaster recovery documentation and procedures
- Troubleshoot LAN/WAN, PC/Laptop/Networking Equipment
- Troubleshoot MS OS/Networking, Exchange, Office and Printer issues
- Answer Help Desk Tickets using HelpSTAR 2010 version 12.0.66.3
- Coordinate with all CDTA IT Vendors
- Assist with IT equipment purchasing
- Administrative tasks as assigned

Section 2 - Emergency Support Procedural Requirements

All staff outlined above will be required to be on call 24/7/365 for emergency support. Overtime will not be included as part of this contract. Therefore, consideration must be made for additional hours associated with after hours emergency support.

During regular business hours, Monday – Friday from 9am-5pm, all support calls will be directed to the helpdesk by phone or email. During off hours or after regular business hours, weekends and holidays, support calls will be directed to a dedicated phone service. Upon reaching the service, users will be asked to provide their name, call back number, and a short description of the problem they are having. The service will contact all IT staff, including the 2-person team as defined herein, to ensure a call back within 15 minutes or less.

Section 3 –IT Networking Engineering Support Services Requirements

The CDTA IT Support Services function provides users with one point of contact for all IT related customer service and organizational requests. The following management areas identify the more specific IT Support Services requirements of this agreement. Proposers must demonstrate experience within each of the following areas.

Section 3.1 – Technical Support - Solution Provider

Proposers must provide solutions to technical support problems, as well as recommendations on upgrades, enhancements and overall networking and infrastructure design. This may involve simply drawing upon a proposer's industry experience or in some cases require the formal submission of a design review, product assessment, system design specification and/or industry best practice review, among others.

Section 3.2 - Inventory and Licensing

The Support Services function includes inventory and licensing responsibility. This function ensures that all hardware, software and other infrastructure are inventoried and licensed properly. The IT inventory database software program, Centennial Discovery, is used to report and archive this information. All hardware is inventoried in this database. In addition, the Support Services function performs CDTA asset tagging and archiving to a database consistent with CDTA internal control procedures.

Section 3.3 - Maintenance Contract Management

The Support Services function works in coordination with the many software and hardware maintenance contracts with various vendors. IT support procedures, which in many cases involve outside vendor maintenance contract agreements, must be followed and adhered to.

Section 3.4 – Networking, Telecommunications and Security

The Support Services function is also responsible for supporting all networking, telecommunications and security related infrastructure at the Authority working with outside vendors to maintain reliable networking and communications throughout the agency. This also includes cellular phones, office phones and limited wireless communications infrastructure. With over 100 desk phones and over 50 cellular phones, periodic support for battery replacement, lost phones, damaged phones, reprogramming, training and other support questions will be required.

Section 3.5 - IT Purchasing

The IT Department regularly purchases hardware and software items as part of projects, routine hardware replacements, software or licensing upgrades, system upgrades, new employees or departmental requests as well as, other IT related needs. The Support Services staff assists with researching and recommending products, requisitioning purchase orders, archiving quotations and tracking the orders for delivery and receipt of parts and equipment.

Section 3.6 - Hardware Replacement

Support Services staff are responsible for maintaining all IT infrastructure. This also includes implementing new hardware including, workstations, servers, printers and networking equipment, which are replaced every 3-5 years. Along with deployment comes decommission of equipment which must follow CDTA's surplus inventory procedures.

Section 3.7 - IT Performance Reporting

There are a number of key performance indicators (KPI) for the Information Technology Department, such as system downtime/uptime, network performance, open help desk support tickets, licensing and others. The Support Services group has primary responsibility for complying with these KPI's and in some cases compiling data for the production of these reports. Related daily, weekly, monthly and quarterly IT operational tasks to help protect the agency against failures or interruptions to the business are required.

Section 3.8 - Documentation

The Support Services group has primary responsibility for maintaining various source documents outlining the more critical Information Technology systems including CDTA business continuity and disaster recovery related documentation. This includes business impact analysis assessments, diagrams and/or schematics, test-restore procedures and how to guides, among others. All CDTA IT documentation is designed to provide IT network engineers with supporting documentation of the CDTA Information Technology Department operations. The accuracy of these manuals is critical to maintaining business continuity and maximizing application performance.

Section 3.9 - Administrative Support

The Support Services function also includes following a number of routine administrative support tasks for the Information Technology Department. This includes compliance with various standards, policies and frameworks for protecting the Authority's IT infrastructure and in the long run lowering IT operating costs. Compliance with standard operating procedures for change management is a required function covering a diverse group of areas such as service level agreements, procurement requests and user access, among others.

Section 3.10 – Training (Knowledge Transfer)

Ongoing professional development activities for Support Services staff include conducting and/or coordinating training for both users and IT staff and other related project management assistance on existing IT and departmental projects and technologies.

Section 3.11 – Business Continuity and Disaster Recovery

Support Services staff will assist with carrying out the Authority's business continuity and disaster recovery planning efforts each year. Assessments, process improvements, testing backup, restore and archival procedures are all required functions.

SCHEDULE B – PROPOSAL

A. Proposals Due Date- February 8, 2012

Proposals are to be sent or delivered to:

Stacy Sansky, Director of Procurement
Capital District Transportation Authority
110 Watervliet Avenue
Albany, NY 12206

One original and four (4) copies are required of all submittals.

The schedule for this contract is as follows:

RFP Issued	January 11, 2012
All Questions Due in Writing	January 23, 2012 11:00AM
Proposal Due Date	February 8, 2012 11:00AM
Tentative Short List Interviews	Week of February 13, 2012
CDTA Board Awards Contract (if applicable)	February 29, 2012
Contract Execution	March 2012

*CDTA will not entertain changes to the required contract and/or insurance AFTER the January 23, 2012 deadline for question submittal. All requests for alterations MUST be received at that time. CDTA will then provide via addendum acceptance or rejection of such requests.

Proposal Submission:

1. One original and four copies are required.
2. Proposal including pricing
3. New York State Office of General Services Contract Number
4. D/M/WBE Certification (if applicable)
5. Required forms (Pages 28-34)
6. Signed copy of all addenda issued
7. Complete contact details (name, company, phone, email, scope of work) for three references that are NOT CDTA staff

Criteria that will be used in choosing the qualified firms:

Proposals will be evaluated based on the following criteria:

1. Adherence to Functional Requirements (Schedule A.) (40%)

Technical capacity and knowledge of employees in meeting the qualifications and functional requirements of Schedule A. (Resumes of employees who will be assigned to this job site must be included in proposal packets)

2. Cost Effectiveness (30%)

- Vendor is already established as a New York State Office of General Services approved vendor for services outlined in Schedule A
- Pricing schedule which should adhere to contracted pricing already established with New York State Office of General Services

3. References/Experience (15%)

- Proposers must submit names and contact information for three (3) references that are of similar size and/or industry to the Capital District Transportation Authority and are not from Capital District Transportation Authority.
- Demonstrated experience with businesses of similar size and/or industries
- Experience with transit specific software packages

4. Ability to Provide Required Services (10%)

- Employees assigned to the CDTA job site must be able to respond within one (1) hour to all emergencies on any of our sites (Albany, Troy, Schenectady, Rensselaer and Saratoga Springs) (10%)

5. Disadvantaged Business Enterprise (5%)

- A minimum of 5% of the work to be performed in the scope of work must be performed by a certified Women Business Enterprise (WBE), Minority Business Enterprise (MBE), or a Disadvantaged Business Enterprise (DBE). Contractor will keep a separate accounting of the costs paid to the WBE/MBE/DBE during the project.

CDTA reserves the right to reject any or all submissions associated with this work based on the mix of qualified consultants responding to this RFP. CDTA may require consultants to clarify aspects of their understanding of the approach to the project in person or by telephone.

References may be contacted directly by the review team.

AGREEMENT

THIS AGREEMENT, is made this _____ day of _____, 200 , by and between the **Capital District Transportation Authority and its subsidiary corporations**, whose principal office and place of business is at 110 Watervliet Avenue, Albany, New York 12206 (hereinafter referred to as “CDTA” or "Authority") and _____, whose principal office and place of business is at _____ (hereinafter "Consultant"):

WHEREAS, the Consultant is willing to contract for the rendering of certain services to CDTA upon the terms and conditions hereinafter set forth;

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

ARTICLE 1. SPECIFIC DESCRIPTION OF SERVICES TO BE PERFORMED:

CDTA agrees to and hereby does exclusively retain and employ the Consultant and the Consultant agrees to provide such contract services as set forth in the Scope of Services and Proposal attached hereto and made a part of this Agreement as Schedule A and Schedule B for the purpose of providing the stated services. Consultant shall at all times serve as an independent consultant to CDTA as provided by this contract, and no employer-employee relationship is hereby created or implied.

ARTICLE 2. PROVISIONS FOR PAYMENT:

CDTA shall pay to the Consultant and Consultant agrees to accept as full compensation for services under this agreement, as described in the scope of services attached as Schedule A the amounts invoiced for services, to be invoiced by the consultant following the performance of services in accordance with the attached proposal/schedule of rates, attached as Schedule B or at such other time as the parties may mutually agree.

ARTICLE 3. CONSULTANT'S LIABILITY AND INDEMNIFICATION:

The Consultant shall, to the fullest extent permitted by law protect, release, indemnify, defend, and save the CDTA and its subsidiaries, officers, employees, agents, and consultants harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by the CDTA and its officers, employees, agents, and Consultants relating in any manner whatsoever to the Consultant's work.

ARTICLE 4. EXTRA WORK:

If the Consultant is of the opinion that any work Consultant has been directed to perform is beyond the scope of this agreement and constitutes extra work, Consultant must notify CDTA of that fact. Such notice must be given to CDTA's Executive Director or his designee prior to performing the extra work. In the event that such notice is not given by the consultant, the Consultant shall not be entitled to any additional compensation for the alleged extra work. In the event that such notice is timely given by the Consultant, the CDTA shall be the sole judge as to whether or not such work is, in fact, beyond the scope of this agreement and constitutes extra work. In the event that CDTA determines that such work does constitute extra work, it shall provide extra compensation to the Consultant at the rates and subject to the conditions otherwise provided herein. In no case shall the total value of this contract exceed the specified price.

ARTICLE 5. DURATION AND PUNCTUALITY:

The effective date of this contract shall be April 1, 2012. All work is to be performed in accordance with the project budget that is set forth in the final proposal that is included herein as Schedule B. To the extent that Consultant's services are utilized, as CDTA expects they will be, all services will be provided in accord and at the proposed fees or rates set forth in Schedule B. It is intended that the parties will exert their best efforts to expedite services when they become necessary. CDTA reserves the right to retain another company at CDTA's discretion or in the event of Consultant's inability to satisfactorily provide the requested services.

ARTICLE 6. TERMINATION

6.1. Termination for Convenience (General Provision) The Capital District Transportation Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Capital District Transportation Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to the Capital District Transportation Authority, the Contractor will account for the same, and dispose of it in the manner the Capital District Transportation Authority directs.

6.2. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Capital District Transportation Authority may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Capital District Transportation Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Capital District Transportation Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

6.3. Opportunity to Cure (General Provision) The Capital District Transportation Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fourteen (14) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Capital District Transportation Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within fourteen (14) days after receipt by Contractor of written notice from Capital District Transportation Authority setting forth the nature of said breach or default, Capital District Transportation Authority shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Capital District Transportation Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

6.4. Waiver of Remedies for any Breach In the event that Capital District Transportation Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Capital District Transportation Authority shall not limit Capital District Transportation Authority's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6.5. Termination for Convenience or Default (Architect and Engineering) The Capital District Transportation Authority may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Capital District Transportation Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

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

ARTICLE 7. INSURANCE REQUIREMENTS:

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

7.1 Required Insurance; At all times during this Agreement, Consultant shall provide and maintain the following types of coverage:

7.1.1 Workers Compensation Insurance

Consultant shall maintain in force workers compensation insurance for all of Consultant's employees in accordance with all requirements of New York State law. Consultant shall also maintain employer's liability coverage in an amount not less than five hundred thousand dollars (\$500,000) per accident and five hundred thousand dollars (\$500,000) per employee for disease.

7.1.2 General Liability Insurance

Consultant shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Consultants, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Consultant. Such coverage shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and not less than TWO MILLION DOLLARS (\$2,000,000.00) aggregate.

10.1.1 Consultant's Risks

Consultant shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as gross earnings, extra expense, or similar coverage, (b) personal property, and/or (c) automobile physical damage and/or theft. In no event shall the CDTA be liable for any (a) business interruption or other consequential loss sustained by Consultant, (b) damage to, or loss of, personal property, or (c) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of the CDTA.

7.1.4 Professional Liability/ Errors and Omissions

Consultant shall also maintain at their own expense, such insurance as is customary to compensate Authority for any claims or losses that occur because of Consultant's errors, omissions malpractice or breach of professional obligations. Such policy or policies may be written on an occurrence or claims made form so long as coverage is maintained to be in effect to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than \$25,000 subject to approval by Authority, except that it is also agreed that Authority may withhold payment for services rendered under this contract in the even, and to the extent of any deductible in the event that a claim is asserted. Such coverage shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.

ARTICLE 8. MANNER OF PERFORMANCE.

The Consultant is engaged in an independent business and agrees to perform services in the manner of and as an independent Consultant and not as the agent or employee of the Authority. The Consultant shall exercise full control over supervision, direction, compensation, control and discharge of its officers and employees and all other persons assisting it in the performance of the services.

ARTICLE 9. COPYRIGHT/PATENTS/TRADEMARKS:

Consultant shall avoid infringements of any copyright or patent rights in the performance of the contract. Consultant hereby agrees to hold harmless and indemnify CDTA and its subsidiaries and employees from any claims of patent or copyright infringement related in any way to the use of the goods or services or intellectual property to be provided under this contract. All of Consultant's work product created pursuant to this contract shall become the property of CDTA. Consultant expressly agrees that it shall not share, sell, or assign any right, interest or ownership of the work product to any other party.

ARTICLE 10. INTERCHANGE OF DATA:

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

10.2 **Release of Information.** Consultant shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the Authority's Executive Director, or his designee.

ARTICLE 11. NECESSARY STAFFING.

The Consultant agrees that Consultant will at all times employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professional and other personnel to meet the progress schedule, if any, or to perform the services in a timely and punctual manner.

ARTICLE 12. NOTICES.

All notices required or permitted under this agreement shall be in writing and shall be deemed sufficiently served if sent by registered or certified mail to the addresses first appearing in this agreement. Either party may at any time designate a different address by giving notice as provided above to the other party.

ARTICLE 13. CONFIDENTIAL AND PROPRIETARY INFORMATION.

Consultant shall take all reasonable measures to safeguard the confidentiality of information provided by or prepared for Authority and agrees that all work product created pursuant to this contract shall be the property of and for the exclusive use of Authority.

ARTICLE 14. CHANGES AND MODIFICATIONS.

This agreement shall not be changed or modified without a written agreement signed by both parties

ARTICLE 15. DOCUMENTS FORMING THE CONTRACT/CONFLICTS

The contract documents shall be deemed to include: this agreement, the Scope of Services, Schedule A, the Proposal and Fee Schedule, Schedule B, Appendix A, the terms and provisions of which shall be binding upon the parties hereto.

This contract contains all agreements of the parties hereto; there are no promises, agreements, terms, conditions, warranties, representations or statement other than contained herein. There may be no modification or amendment of this agreement except in writing, executed by the parties hereto.

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) priority shall be given to the provisions contained in this agreement as follows: (1) this Agreement, (2) Appendix A (Standard Clauses for all Contracts as required by New York State), (3) Appendix B (Required Federal Clauses), (4) Schedule A (Scope of Services, including Detailed Specifications (in that order), (5) Schedule B.

IN WITNESS WHEREOF, this agreement has been duly executed by CDTA, acting by and through its Chairman or General Manager, who has caused its seal to be affixed hereto and the Consultant, acting by and through [] its President, who has caused its seal to be affixed hereto;

or [] a Partner, if a partnership; or [] the Owner, if an individual proprietorship
(provide d/b/a certificate where applicable).

CONSULTANT:

{SEAL}

by _____
[signature]

[print name and title]

Vendor Taxpayer Identification Number:

(important for expediting payments)

CDTA

{SEAL}

by _____
Carm Basile, Chief Executive Officer

DAY OF

APPROVED AS TO FORM THIS

_____, 200__.

Amanda A. Avery, General Counsel

ACKNOWLEDGMENTS

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

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On this ____ day of _____, 200__, before me personally came Carm Basile, to me personally known, who being by me duly sworn, did depose and say that he resides at Latham, New York and is the CEO of the CAPITAL DISTRICT TRANSPORTATION AUTHORITY, the Authority described in and which executed the within instrument; that he knows the seal of said Authority; that the seal affixed to this instrument is such Authority seal; that it was so affixed by order of the members of the Authority, and that he signed his name thereto by like order.

Notary Public - State of New York

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

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On this ____ day of _____, 200__, before me personally came _____, to me personally known, who being duly sworn, did depose and say that he/she resides at _____ and is the _____ of _____, the corporation described in and which executed the within agreement; that he/she knows the seal of said corporation; and that the seal affixed to this agreement is such corporate seal; that it was so affixed by the order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public - State of

Acknowledgments- Cont.

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STATE OF NEW YORK }
COUNTY OF } ss.:

On this ____ day of _____, 200__, before me personally came _____, to me known and known to me to be a member of the firm of _____ the firm described in and which executed the foregoing agreement; and he/she acknowledged that he/she executed the foregoing agreement for and on behalf of said firm.

Notary Public - State of

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STATE OF NEW YORK }
COUNTY OF } ss.:

On this ____ day of _____, 200__, before me the subscriber, personally came _____, to me known, and known to me to be the same person described in and who executed the within agreement; and he/she duly acknowledged to me that he/she executed the same.

Notary Public - State of

REQUIRED FORMS:

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

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

(1) has business operations in Northern Ireland;

Yes____ or No____

if yes:

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

Yes____ or No____

Signature

Dated

CAPITAL DISTRICT TRANSPORTATION AUTHORITY

Procurement Contract Award Required Certification of Compliance

Offeror Certification:

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of Contractor's Authorized Official
 Name and Title of Contractor's Authorized Official
 Date

NON-COLLUSION AFFIDAVIT OF BIDDER

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

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

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

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

(1) Prices in this bid have been arrived at independently without collusion,
consultation, communication or agreement, for the purpose of restricting competition, as
to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in
this bid have not knowingly been disclosed by the bidder, and were not knowingly
disclosed by the bidder prior to the opening, directly or indirectly, to any bidder or to any
competitor; and

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

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

(Name of Bidder Corporation, Firm, etc.)

By: _____
(Signature)

(Print Name)

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

Notary Public, State of _____

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

_____	_____
_____	_____
_____	_____

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

President:

Secretary:

Treasurer:

Identifying Data

Legal Name of Potential Contractor

Address

City, Town, etc.

Telephone

If applicable, Responsible Corporate Officer

Name Title

CAPITAL DISTRICT TRANSPORTATION AUTHORITY

Offeror Disclosure of Prior Non-Responsibility Determinations

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

Address: _____

Name and Title of Person Submitting this Form: _____

Name of Procurement: _____

Date: _____

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

No

Yes

If yes, please answer the next questions:

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

No

Yes

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

No

Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____

Signature

Name: _____

Title: _____

CAPITAL DISTRICT TRANSPORTATION AUTHORITY
Contractor Disclosure of Contacts Form

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

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

Name of Contractor: _____

Address: _____

Name and Title of Person Submitting this Form: _____

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

Initial filing

Updated filing

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

Name: _____

Address: _____

Telephone Number: _____

Place of Principal Employment: _____

Occupation: _____

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

References**CDTA Project Name: CDTA IT 21-1000****Contractor/Firm Name:** _____**Three (3) REFERENCES (Required)****Reference #1**

Name: _____

Company/Project (for which the reference applies):

Type of Work Performed:

Budget:

Dates of Engagement: _____ / _____

Phone: (____)-____-____ E-mail: _____

Relationship of Reference to Vendor:

☐ Project Manager/Coordinator ☐ Procurement Officer☐ Other (Specify) _____**Reference #2**

Name: _____

Company/Project (for which the reference applies):

Type of Work Performed:

Budget:

Dates of Engagement: _____ / _____

Phone: (____)-____-____ E-mail: _____

Relationship of Reference to Vendor:

☐ Project Manager/Coordinator ☐ Procurement Officer☐ Other (Specify) _____**Reference #3**

Name: _____

Company/Project (for which the reference applies):

Type of Work Performed:

Budget:

Dates of Engagement: _____ / _____

Phone: (____)-____-____ E-mail: _____

Relationship of Reference to Vendor:

☐ Project Manager/Coordinator ☐ Procurement Officer☐ Other (Specify) _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

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

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce

Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

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

affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does

expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be

complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such

notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

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

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

Appendix B

Capital District Transportation Authority and Subsidiaries

Federally Required and Other Contract Clauses

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1. FLY AMERICA REQUIREMENTS (49 U.S.C. §40118, 41 CFR Part 301-10) ***Applies only to contracts valued at \$2,500 or more that include travel outside of the U.S. where federal funds will be used to pay for at least a portion of the transportation.*** 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.

2. BUY AMERICA REQUIREMENTS (49 U.S.C. 5323(j), 49 CFR Part 661) ***Applies only to contracts for Construction and Acquisition of Goods or Rolling Stock valued at more than \$100,000.***
(not applicable)

3. CHARTER BUS REQUIREMENTS (49 U.S.C. 5323(d), 49 CFR Part 604) ***Applies only to contracts valued at \$2,500 or more that involve the purchase of transportation or Operational Service Agreements where federal funds will be used to pay for at least a portion of the service.*** (not applicable)

SCHOOL BUS REQUIREMENTS (49 U.S.C. 5323(F), 49 CFR Part 605) ***Applies only to contracts valued at \$2,500 or more that involve the purchase of transportation or Operational Service Agreements where federal funds will be used to pay for at least a portion of the service.*** (not applicable)

4. CARGO PREFERENCE REQUIREMENTS (46 U.S.C. 1241, 46 CFR Part 381) ***Applies only to contracts valued at \$2,500 or more that involve transportation of equipment, materials, or commodities which may be transported by ocean vessels, where federal funds will be used to pay for at least a portion of the purchase.*** (not applicable)

5. SEISMIC SAFETY REQUIREMENTS (42 U.S.C. 7701 et seq. 49 CFR Part 41) ***Applies only to contracts valued at \$2,500 or more for the construction of new buildings or additions, where federal funds will be used to pay for at least a portion of the construction, including construction by subcontractors.*** (not applicable)

6. ENERGY CONSERVATION REQUIREMENTS (42 U.S.C. 6321 et seq., 49 CFR Part 18) ***Applies all contracts valued at \$2,500 or more for construction and/or the purchase of goods, services, or rolling stock, where federal funds will be used to pay for at least a portion of the purchase.***
(not applicable)

7. CLEAN WATER REQUIREMENTS (33 U.S.C. 1251) ***Applies only to contracts valued in excess of \$100,000 for construction and/or the purchase of goods, services, or rolling stock, where federal funds will be used to pay for at least a portion of the purchase.*** (1) The Contractor

agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 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.

(2) 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.

8. BUS TESTING, (49 U.S.C. 5323(c), 49 CFR Part 665) ***Applies only to contracts valued at \$2,500 or more that involve the purchase of buses or other rolling stock/turnkey where federal funds will be used to pay for at least a portion of the equipment.*** (not applicable)

9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS (49 U.S.C. 5323, 49 CFR Part 663) ***Applies only to contracts valued at \$2,500 or more that involve the purchase of buses or other rolling stock/turnkey where federal funds will be used to pay for at least a portion of the equipment.*** (not applicable)

10. LOBBYING (31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20) ***Applies only to contracts valued at \$2,500 or more that involve construction/architectural/engineering, the purchase of buses or other rolling stock/turnkey, professional services or operational service, where federal funds will be used to pay for at least a portion of the goods or services.*** The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

11. ACCESS TO RECORDS AND REPORTS (49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17) ***Applies to all contracts valued at \$2,500 or more where federal funds will be used to pay for at least a portion of the purchase.*** The following access to records requirements apply to this Contract:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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).

7. FTA does not require the inclusion of these requirements in subcontracts.

Sources of Authority: ¹ 49 USC 5325 (a) ² 49 CFR 633.17 ³ 18 CFR 18.36 (i)

12. FEDERAL CHANGES (49 CFR Part 18) *Applies to all contracts and subcontracts at valued at \$2,500 or more where federal funds will be used to pay for at least a portion of the equipment.* 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.

13. BONDING REQUIREMENTS *Applies to all construction or facility improvement contracts or subcontracts exceeding \$100,000, where federal funds will be used to pay for at least a portion of the project. Such contracts must meet, at least, the minimum requirements prescribed herein.*

1. Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest as described in the base contract or the project specifications.

(a) The following situations may warrant a performance bond:

1. CDTA property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the CDTA, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to

obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the CDTA determines that a lesser amount would be adequate for the protection of the CDTA.
2. The CDTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The CDTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

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

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million

but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The CDTA shall determine the amount of the advance payment bond necessary to protect the CDTA.

14. CLEAN AIR (42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18) ***Applies to all contracts and subcontracts with a value exceeding \$100,000 or with indefinite quantities more than \$100,000 in any year, where federal funds are employed.***

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. 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.

(2) 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.

15. RECYCLED PRODUCTS (42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873) Applies to the purchase of items designated by the EPA when the purchaser or contractor procures \$10,000 or more of the items during the fiscal year using federal funds. (not applicable)

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (40 USC 3141, et seq. and 18 USC 874, 29 CFR 5.5(a) ***Applies to contracts for construction or maintenance where federal funds are used where the value exceeds \$2,000.*** (not applicable)

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 3701(b)(3)(A)(iii), 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6) ***Applies only to contracts valued at greater than \$100,000.***

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18. [RESERVED]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES ***Applies to all contracts valued at \$2,500 or more, where federal funds are used.***

(1) 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.

(2) 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.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (31 U.S.C. 3801 et seq., 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307) *Applies to all contracts valued at \$2,500 or more, where federal funds are employed.*

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

(2) 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.

(3) 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.

21. TERMINATION (49 U.S.C. Part 18, [FTA Circular 4220.1E](#)) *Applies to all contracts valued in excess of \$10,000 where federal funds are employed. The termination clause in the base contract or specifications, in that order, takes precedence over the following provision, provided, however, that all contracts valued in excess of \$10,000 must meet the following minimum requirements.*

a. Termination for Convenience (General Provision) The CDTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and

profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CDTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the CDTA, the Contractor will account for the same, and dispose of it in the manner the CDTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the CDTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CDTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the CDTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The CDTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

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

e. Termination for Convenience (Professional or Transit Service Contracts) The CDTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the

Contractor fails to comply with any other provisions of this contract, the CDTA may terminate this contract for default. The CDTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the CDTA may terminate this contract for default. The CDTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the CDTA, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and CDTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the CDTA may terminate this contract for default. The CDTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the CDTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the CDTA in writing of the causes of delay. If in the judgment of the CDTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the CDTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the CDTA.

i. Termination for Convenience or Default (Architect and Engineering) The CDTA may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The CDTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the CDTA, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the CDTA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the CDTA.

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

j. Termination for Convenience or Default (Cost-Type Contracts) The CDTA may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the CDTA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the CDTA, or property supplied to the Contractor by the CDTA. If the termination is for default, the CDTA may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its

termination claim to the CDTA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the CDTA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) (49 CFR Part 29, Executive Order 12549) *Applies to all contracts and subcontracts valued at or expected to exceed \$25,000 where federal funds are employed.* This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by the CDTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CDTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT (5 U.S.C. 552) *Applies to all contracts valued at \$2,500 or more employing federal funds.* 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:

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

individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) 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.

24. CIVIL RIGHTS REQUIREMENTS (29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.) ***Applies to all contracts valued at \$2,500 or more that employ federal funds.*** The following requirements apply to the underlying contract:

(1) **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.

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

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(c) 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.

(3) 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.

25. BREACHES AND DISPUTE RESOLUTION (49 CFR Part 18, FTA Circular 4220.1E) ***Applies to all contracts valued in excess of \$100,000.*** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CDTA's Executive Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director] shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

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

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

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

26. PATENT AND RIGHTS IN DATA (37 CFR Part 401, 49 CFR Parts 18 and 19) ***Applies only to federally assisted research projects valued at \$2,500 or more in which FTA finances the***

development of a product or information. CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental,

developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215) ***Applies only to transit operations performed a Contractor such as purchased transportation and/or operational service agreements for an amount of \$2,500 or more where federal funds are employed.*** (not applicable)

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26) ***Applies to all DOT-assisted contracting activities where the contract value is \$2,500 or more and where federal funds are employed.***

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is set on an annual basis, and is available upon request. No specific DBE participation is required for this procurement, but the

CDTA will accord a DBE with appropriate consideration.

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 CDTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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

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

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 the CDTA. In addition, **the contractor may not hold retainage from its subcontractors.**

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

29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1E) Applies to all contracts valued at \$2,500 or more where federal funds are employed.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set

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

31. DRUG AND ALCOHOL TESTING (49 U.S.C. §5331, 49 CFR Parts 40 and 655) **Applies to all contracts for purchased transportation or operational service agreements valued at \$2,500 or more where federal funds are employed.**_(not applicable)

Revised and formulated 9/07 DEW

Reviewed 3/09 SDS