



Request for Proposals (RFP)

Seneca Transit System (STS) Bus Service

Seneca Nation of Indians
Department of Transportation



Seneca Allegany Administration Building
90 Ohi:yo' Way
Salamanca, NY 14779

Issue Date: June 2, 2026
Proposal Due Date:
August 3, 2026

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PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP)

SENECA NATION OF INDIANS SENECA TRANSIT SYSTEM (STS) BUS SERVICE

Requests for Proposals are being solicited by the Seneca Nation of Indians (SNI), Department of Transportation (DOT), to retain a Third-Party Contract Operator of Fixed Route Deviation Seneca Transit System (STS) bus service. Seneca Transit System bus service is subject to New York State Department of Transportation (NYSDOT) Rules and Regulations Part 975 Statewide Mass Transportation Operating Assistance (STOA) Program. The Contractor will provide Inter-Territory and Intra-Territory Bus Service between Irving, Salamanca, and Steamburg, New York, and the environs of the Cattaraugus and Allegany Territories of the Seneca Nation of Indians and Cattaraugus and Erie Counties. The Contractor will provide Circulator Bus Service on the Allegany and Cattaraugus Territories as specified in the Request for Proposals.

The term of contract services sought under this procurement shall be from October 1, 2026, through September 30, 2027, with an option to renew for up to **three (3)** one (1) year extensions.

A Pre-Bid/Proposal Conference is scheduled for Tuesday, June 23, 2026, at **10:00am** (EST) in the Second (2) Floor Conference Room of the Seneca Allegany Administration Building, 90 Ohi:yo' Way, Salamanca, NY 14779. Additionally, the pre-proposal conference will be available via TEAMS. Link provided below.

Pre-Bid/ Proposal Conference Meeting

<https://teams.microsoft.com/meet/28361432165047?p=aUHSdsMVaf64omncK6>

Meeting ID: 283 614 321 650 47

Passcode: QG2NC7yH

Dial in by phone

[+1 929-352-2272](tel:+19293522272), [811635237#](tel:+1811635237) United States, New York City

Phone conference ID: 811 635 237#

Bid/proposals will be accepted until Monday, August 3, 2026, no later than 2:00 p.m. (EST) at the offices of the Seneca Nation of Indians Department of Transportation, Seneca Allegany Administration Building, 90 Ohi:yo' Way, P.O. Box 231, Salamanca, New York 14779. Bid/proposals must be submitted on the provided Bid/Proposal Form. All bid/proposals must be sealed and clearly marked in accordance with the requirements of the Instructions to bidders/proposers.

ATTENTION: SENECA NATION OF INDIANS
DEPARTMENT OF TRANSPORTATION
SENECA TRANSIT SYSTEM (STS) BUS SERVICE RFP
TAMMY JIMERSON, TRANSIT ADMINISTRATOR

Instruction documents are on file at the Seneca Nation Department of Transportation Office, where copies and clarifications of the proposal documents may be requested in writing (email, fax or hard copy):

Tammy Jimerson
Transit Administrator
Department of Transportation
Seneca Allegany Administration Bldg.
90 Ohi:yo' Way
P.O. Box 231
Salamanca, NY 14779

P: 716-945-1790
F: 716-945-8113
E: tammy.jimerson@sni.org

All responses to the RFP must include executed copies of the required Certification and Bid/Proposal Forms. Any responses not containing these items, or any submissions that are not postmarked by the U. S. Post Office or received at the time and place designated in this RFP will not be considered.

An executed Non-Collusive Bidding Certification shall accompany each proposal. Failure to provide this certification will result in not having the bid/proposal read. No Respondent may withdraw their bid/proposal for a period of forty-five (45) days after opening.

The contract award will be made by the Seneca Nation after consideration of Proposal/Bid Evaluation Factors, as listed in the Request for Bid/Proposal Document.

Questions concerning the Request for Proposal Specifications and Requests for Clarification are required by Tuesday, June 30, 2026, no later than **4:00 pm** (EST). Only questions and requests received in writing (email, fax or mail hard copy) on the provided Request for Clarifications Form and addressed to the contact below will be considered.

Tammy Jimerson
Transit Administrator
Department of Transportation
Seneca Allegany Administration Bldg.
90 Ohi:yo' Way
P.O. Box 231
Salamanca, NY 14779

P: 716-945-1790
F: 716-945-8113
E: tammy.jimerson@sni.org

The SNI DOT will attempt to respond to Requests for Clarification by Friday July 17, 2026. Only requests submitted on the form provided and received by the time and date listed above will be addressed. All responses to requests shall be in writing (email or fax or mail hard copy) and shall be delivered to all respondents. If necessary, the SNI DOT will issue addenda(s) to modify conditions or requirements of this RFP to bidder/proposer no later than Friday, July 24, 2026.

Prospective bidders/proposers are advised that the services provided under any contract arising from this procurement may be financed, in part, by grants provided by the Federal Transit Administration (FTA) and New York State Department of Transportation (NYSDOT) and the contract award is subject to the approval and availability of grant funding. In the event of withdrawal or reduction of said grant funds, a reduction or termination of the services requested pursuant to this RFP may be required.

Required Federal Transit Administration and New York State Contract Clauses and Certifications are included in the RFP Documents. All applicable laws, rules, and regulations shall apply to the contract awardee, and to be executed by the successful bidder/proposer. Contract award related to this Request for Proposal is subject to review and approval by NYSDOT.

With respect to any agreement by the successful bidder/proposer in response to this Request for Proposal, the Seneca Nation does NOT waive its sovereign immunity, and nothing contained herein shall be construed as a waiver of the sovereign immunity of the Seneca Nation.

All potential respondents are notified that disadvantaged and women-owned enterprises are encouraged to submit responses to this request. The Seneca Nation will ensure that respondents to this request, will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award.

The Seneca Nation reserves the right to reject any or all bids/proposals, to waive any informality, and to withdraw this solicitation at any time. The Seneca Nation is an equal opportunity employer.

INSTRUCTIONS TO RESPONDENTS

SENECA NATION OF INDIANS SENECA TRANSIT SYSTEM (STS) BUS SERVICE PROPOSAL

1. BID/PROPOSAL FORM

Bid/proposals shall be submitted in accordance with *Section B* appended to these Request for Proposal Specifications or the bid/proposal will not be considered. Bid/Proposals must be typed or printed in ink. Original autograph signatures in ink are required. Two (2) originals of bid/proposal and appendices shall be provided. Facsimile or rubber stamp signatures will not be accepted. All blanks must be filled in with the required information. If a bidder/proposer does not desire to submit a bid/proposal on a specific item for which a bid/proposal is requested, the designation “N/B” or “No Bid” must be entered.

2. CHANGES

Any change in wording or interlineations by a bidder/proposer of the inquiry as published by Seneca Nation shall be reason to reject the bid/proposal of such bidder/proposer, or in the event that such change in the Request for Proposals is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid/proposal.

3. INFORMALITIES

The Seneca Nation may consider any bid/proposal not prepared and submitted in accordance with the provisions hereof to be informal and may waive any informalities or reject any and all bids/proposals. The contract award will be made by the Seneca Nation after consideration of Proposal Evaluation Factors. Conditional bids/proposals will not be accepted.

4. BID/PROPOSAL TIME

Any bid/proposal may be withdrawn prior to the above scheduled time for the opening of bids/proposals, or authorized postponement thereof. Any bid/proposal received after the time specified will not be considered. It is the sole responsibility of the bidder/proposer to ensure delivery of their bid/proposal to the Seneca Nation Department of Transportation at the time and place specified herein, and the Seneca Nation Department of Transportation shall have no liability or responsibility, therefore.

5. INVESTIGATIONS

The Seneca Nation may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the bidder/proposer shall furnish to the Seneca Nation all such information and data for this purpose as the Seneca Nation may request. The Seneca Nation reserves the right to reject any bid/proposal if the evidence submitted by, or investigation of, such bidder/proposer fails to satisfy the Seneca Nation that such bidder/proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6. BIDDER/PROPOSAL ENVELOPE

Each bid/proposal must be submitted in a sealed envelope clearly marked as to the contents therein, bearing on the outside the name and address of the bidder/proposer and clearly marked as “Seneca Nation of Indians Department of Transportation, Seneca Transit System (STS) Bus Service Bid/Proposal, Attn: Tammy Jimerson, Transit Administrator,” and the time and date of the opening should also be visible. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope labeled as specified.

7. NON-COLLUSIVE CERTIFICATION

A Non-Collusive Bidding Certification shall be made by each bidder/proposer in the form provided and shall be submitted as part of the bid/proposal. Bid/proposals submitted without Non-Collusive Bidding Certifications will be considered irregular and may be rejected by the Seneca Nation. The required certification is included in *Appendix H*.

8. CONTRACT AWARD

The contract award will be made by the Seneca Nation after consideration of Proposal Evaluation Factors.

9. EXECUTORY CLAUSE

This Executory Clause shall be part of any agreement entered into pursuant to this RFP:

“It is understood by all parties that in accordance with the provisions and specifications of this Request for Proposal, the Bid/Proposal Specifications that are a part of this agreement shall be deemed to be executory only to the extent of the monies available to the Seneca Nation and appropriated therefore, and no liability on account thereof shall be incurred by the Seneca Nation beyond the monies available and appropriated for the purpose thereof.”

10. DELIVERY SCHEDULE

Failure to meet the delivery schedule for the services as per the accepted bid/proposal may result in legal action by the Seneca Nation to recover damages. Without limiting the foregoing, and in addition to other remedies available, in the event that the contractor fails to perform in accordance with the terms of this RFP and/or the contract awarded, the Seneca Nation may secure a substitute service provider, and deduct the cost thereof from any sums then or thereafter due to the contractor from a contract for these services or any other contract between the contractor and the Seneca Nation.

11. TAXES

No taxes are to be billed to the Seneca Nation. Bid/proposals shall not include any Federal, State or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision.

12. COMPLIANCE WITH LAWS

The successful bidder/proposer shall comply with all laws, rules, regulations and ordinances of the Seneca Nation, the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under said contract.

13. SENECA NATION LAWS, ORDINANCES AND REGULATIONS

To the extent the Seneca Nation has adopted or enacted laws, ordinances, policies or regulations that may be applicable, the Seneca Nation will work with the contractor to identify and to provide guidance as to compliance with such applicable Seneca Nation laws, ordinances, policies and/or regulations.

Business License

The Contractor, including any subcontracted work, in performance of the agreement is subject to the regulations and requirements of the Seneca Nation Business Code. The Contractor agrees to perform all of its obligations under this agreement in accordance with the provisions of the Seneca Nation Business Code as provided in *Appendix L*

14. NONDISCRIMINATION IN EMPLOYMENT

In connection with execution of this contract, the contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex or national origin. The contractor shall practice affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to age, race, color, religion, sex or national origin. Such actions shall include, but not be limited to, recruiting and related advertising, layoff or termination, upgrading, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship. The contractor will post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

15. CONTRACT ASSIGNMENTS

The bidder/proposer shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title, interest or obligations in and under this contract, or its power to execute the same, to any other person or corporation without the previous written consent of the President of the Seneca Nation, which consent may be withheld for any reason.

16. ALTERNATE ITEMS

If services other than those specified in this RFP document are offered, the bidder/proposer must so state and furnish at the time of the RFP opening, if so requested, and as part of their bid/proposal, a complete description of the service offered, and a detailed explanation of the differences between the service specified and the service offered. If in the opinion of the Seneca Nation, sufficient detail is not presented as part of the sealed proposal to permit definite evaluation of any substitute service, the bid/proposal will not be considered.

17. ADDITIONAL INFORMATION

Any additional information which a bidder/proposer desires to add to the proposal shall be written on a separate sheet of paper, attached to, and submitted with the formal sealed bid/proposal, to be read at the formal RFP Opening.

18. HOLD HARMLESS

The successful bidder/proposer to whom the contract is awarded shall indemnify and hold harmless Seneca Nation and its agents and employees from and against all claims, damages, losses or causes of action arising out of, or resulting from, such contractor performance pursuant to this RFP.

19. BID/PROPOSAL VALIDITY

The bid/proposal is firm and irrevocable for a period of forty-five (45) days from the date and time of the bid/proposal opening. If a contract is not awarded within the forty-five (45) day period, then a bidder/proposer, to whom the bid/proposal has not been awarded, may withdraw bid/proposal by serving written notice of his intention to do so upon the President of the Seneca Nation.

20. CONTRACT INTEREST

No official or employee of the Seneca Nation, who is authorized in such capacity, and on behalf of the Seneca Nation, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving a contract to be awarded in connection with this RFP shall become directly or indirectly interested personally in such contract or in any part thereof. No officer or employee of, or for the Seneca Nation, who is authorized in such capacity, and on behalf of the Seneca Nation, to exercise any supervisory, administrative, or other function, in connection with a contract to be awarded in connection with this RFP, shall become directly or indirectly interested personally in such contract or in any part thereof.

21. STANDARDS OF CONDUCT

The Common Grant Rules require each recipient to maintain written standards of conduct governing the performance of its employees that are engaged in or otherwise involved in the award or administration of third-party contracts.

- a. Personal Conflicts of Interest. As provided in the Common Grant Rules and in the Federal Transit Administration (FTA) Master Agreement, no employee, officer, agent, or board member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those individuals previously listed has a financial or other interest in the firm selected for award.
- b. Gifts. The recipient's officers, employees, agents, or board members may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential

contractors, or parties to subcontracts. The recipient may set minimum rules when the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

- c. Violations. To the extent permitted by the Seneca Nation, Federal, State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary action for violation of such standards by the recipient's officers, employees, agents, board members, or by contractors, subcontractors, or sub-recipients or their agents.

22. PRICE IS FIRM

The unit prices shall remain firm, and any other charges bid/proposal shall also remain firm, for delivery of the services described in this RFP. Except as specifically stated in these RFP specifications, no cost increase shall be charged for any reason whatsoever.

23. SINGLE PROPOSAL/TOO FEW PROPOSALS

In the event that only one bid/proposal, or if in the sole opinion of the Seneca Nation too few bid/proposals are received to ensure a reasonable price, the Seneca Nation may request from the bidder/proposer a price or cost analysis in such detail as to permit the Seneca Nation to determine and ensure a reasonable price has been received. As result of this submission, the Seneca Nation will make the award by negotiation or reject all bid/proposal(s).

24. IRANIAN ENERGY SECTOR DIVESTMENT:

1. Bidder/proposer hereby represents that said Bidder/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said bidder/proposer has not:
 - a. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any bidder/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder/proposer pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every bidder/proposer submitting a bid/proposal in response to this Request for Proposal must certify and affirm the following under penalties of perjury:
 - a. "By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposal certifies, and in the case of a joint bid/proposal, each party

thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

The Seneca Nation will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall state and shall furnish with the bid/proposal a signed statement setting forth in detail the reasons therefore. The Seneca Nation reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - b. The Seneca Nation has determined that the goods or services are necessary for the Seneca Nation to perform its functions and that, absent such an exemption, the Seneca Nation would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Nation in writing and shall be a public document.
 - c. The “Iranian Energy Sector Divestment” form which the proposer must complete to certify compliance with this provision is included in Appendix D of the RFP.

25. SOVEREIGN IMMUNITY

With respect to any agreement entered by the successful bidder/proposer in response to this Request for Proposals, the Seneca Nation does not waive its sovereign immunity, and nothing contained herein shall be construed as waiving the sovereign immunity of the Seneca Nation.

26. CIVIL RIGHTS

Contracting with Small and Minority Firms, Women’s Business Enterprise, and Labor Surplus Area Firms: In accordance with Executive Order No. 12432, as implemented by 49 C.F.R. § 18.36(e), the Seneca Nation agrees to take all necessary affirmative steps to assure that small and minority firms, women’s business enterprises, and labor surplus area firms are given the same opportunity to participate as majority firms

PROTEST PROCEDURES

SENECA NATION OF INDIANS SENECA TRANSIT SYSTEM (STS) BUS SERVICE PROPOSAL

The following protest procedures have been written in compliance with the Federal Transit Administration (FTA) Third-Party Contracting Requirements (Circular 4220.1E). Parties that wish to file a bid/proposal protest should review these procedures in conjunction with FTA's Circular 4220.1E. These procedures also address complaints or appeals regarding the funding of unsolicited bid/proposal and other protests unrelated to the solicitation process and contract award decisions. ESPA's protest procedures will be referenced in the Application Guidance so all interested parties shall know their rights under these protest procedures.

I. PROTESTS PERTAINING TO THE CONTRACT SOLICITATION PROCESS OR CONTRACT AWARD DECISION

The following procedures and time requirements shall be applied uniformly in processing all protests. Protests may be made by active or prospective bidders whose direct economic interest would be affected by a solicitation, proposed award, or award of a contract. Protests must be submitted in writing to:

Tammy Jimerson

Transit Administrator

Department of Transportation
Seneca Allegany Administration Bldg.
90 Ohi:yo' Way
P.O. Box 231
Salamanca, New York 14779

P: 716-945-1790

F: 716-945-8113

E: tammy.jimerson@sni.org

The Seneca Nation will consider all written protests made within the timelines stated in this policy. Any protest not set forth in writing within the time limits specified in these procedures is null and void and shall not be considered. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:

1. Name, address, and telephone number of protestor.
2. Solicitation or contract name and/or number.
3. A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information.
4. A statement of relief requested.

Only written protests received within the timelines stated in these procedures will be considered. Upon receipt of a protest, the Seneca Nation will notify the protestor that the protest has been received by mail within five (5) working days. The Seneca Nation may request additional information from the protesting party, which must be submitted in writing to the Seneca Nation within five (5) working days from the date of the Seneca Nation's request.

Within twenty (20) working days of receipt of a written protest, the Seneca Nation shall either:

1. Issue a final written decision which responds in detail to each issue raised in the protest and includes a rationale for the decision rendered, or
2. Conduct, at the Seneca Nations' discretion, an informal hearing to allow the interested participating party(s) an opportunity to present their positions and supporting facts, documents, justification, and technical information. The Seneca Nation will advise all interested party(s) of

the final decision in writing no later than five (5) working days from the date of the informal hearing.

The Seneca Nations' decision shall be final. A request to reconsider such decision will only be allowed if relevant data becomes available that was not previously known or if there has been an error of law or regulation. Such a request for reconsideration must be made within five (5) working days after notification of the Seneca Nations' final decision.

Protests Before Proposal Solicitation

Bid/proposal protests alleging restrictive specifications or improprieties, which are apparent prior to bid/proposal opening, must be submitted in writing to the Seneca Nation and must be received at least five (5) working days prior to bid/proposal opening. Bid/proposal will not be opened until five (5) working days after resolution of the protest unless the Seneca Nation determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to the Seneca Nation.

If the written protest is not received by the time specified, bids/proposals may be received, opened, and awarded in the normal manner unless the Seneca Nation determines that it is in the best interest of all concerned to delay any step.

Protests After Opening of Bid/Proposal Solicitation and Prior to Award

Protests against the making of an award may be made after bid/proposal opening and prior to award. Such protests must be submitted in writing to the Seneca Nation and must be received by the Seneca Nation within five (5) working days of the bid/proposal opening. If the Seneca Nation decides to withhold the award pending resolution of the protest, the Seneca Nation will notify all bidders/proposers whose bids/proposals might become eligible for award and offer them the option to extend or withdraw their bid/proposal beyond the specified bid/proposal validity period. Awards will not be made until at least five (5) working days after resolution of the protest unless the Seneca Nation determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to the Seneca Nation.

Protests After Award

Protests received after announcement of an award or after a contract has been executed will only be considered if the Seneca Nation determines that the matter is in the public interest or the protest presents clear and convincing evidence of fraud, misrepresentation, other illegality, or gross impropriety in the selection of a bid/proposal. If a protest is under consideration, the Seneca Nation shall evaluate the bid/proposal a second time in its entirety and use the same proposal and rating factors applied in the initial review of the bid/proposal.

The bid/proposal will be evaluated by a panel consisting of members designated by the Seneca Nation. If a protest involving an executed contract is under consideration, the Seneca Nation will notify the selected contractor of the protest and its basis and may, at its discretion, order the contractor to suspend all Seneca Nation work activities. If the awarded contractor has not executed the contract as of the date the protest is received by the Seneca Nation, the contract will not be executed until five (5) working days after resolution of the protest unless the Seneca Nation determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to the Seneca Nation.

II. APPEALS TO FEDERAL TRANSIT ADMINISTRATION

A protestor may file an appeal with FTA under certain limited circumstances, after the Seneca Nation has rendered a decision on a bid/proposal protest. FTA's review of any protest will be limited to an alleged failure by the Seneca Nation to have written protest procedures or alleged failure by the Seneca Nation to follow such procedures. A protestor desiring to do so shall file its protest with FTA not later than five (5) days after the final decision of the Seneca Nation is rendered under the Seneca Nation protest procedure. In instances where the protestor alleges that the Seneca Nation failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) days after the protestor knew or should have known of the Seneca Nations' failure to render a final determination on the protest.

Protests to FTA should be filed with the appropriate FTA Regional Office with a concurrent copy to the Seneca Nation. The protest filed with FTA shall be filed in accordance with FTA Circular 4220.1E, include the name and address of the protestor, identify the Seneca Nation solicitation or contract name and/or number, contain a statement of the grounds for the protest and any supporting documentation, and include a copy of the local protest filed with the Seneca Nation and a copy of the Seneca Nations' decision, if any.

GENERAL INFORMATION

SENECA NATION OF INDIANS SENECA TRANSIT SYSTEM (STS) BUS SERVICE PROPOSAL

Response Submission

All responses are to be mailed or delivered in a sealed envelope clearly marked as to the contents therein, bearing on the outside the name and address of the bidder/proposer and clearly marked as “Seneca Nation of Indians Department of Transportation, Seneca Transit System (STS) Bus Service Proposal,” Attn: Tammy Jimerson, Transit Administrator, 90 Ohi: yo’ Way, PO Box 231, Salamanca, New York 14779. The Time: 2:00 p.m. and Date: August 3, 2026, of opening should also be visible. Delay in mail delivery is not an exception; allowance for time of arrival should be made.

Pre-Proposal Conference

A pre-proposal conference is scheduled for Tuesday, June 23, 2026, at **10:00 am** (EST) in the Second Floor Conference Room of the Seneca Allegany Administration Building, 90 Ohi: yo’ Way, Salamanca, NY 14779. Additionally, the pre-proposal conference will be available via a Zoom conference, concurrently. We will communicate the proper media participation credentials before the Zoom conference.

Discrepancies or Omissions/Questions or Clarifications

If the Proposer should find any discrepancies or omissions in the specifications, or if the Proposer should have questions or require clarification concerning the specifications, the Proposer shall notify the contact person cited below by Tuesday, June 30, 2026, no later than **4:00 pm** (EST).

Tammy Jimerson, Transit Administrator Department of Transportation, Seneca Nation of Indians, in writing at the following address by Tuesday, June 30, 2026.

Only questions and requests in writing (email, fax or hard copy) on the provided Request for Clarifications Form addressed to the contact below will be considered.

Tammy Jimerson

Transit Administrator

Department of Transportation
Seneca Allegany Administration Bldg.
90 Ohi: yo’ Way
P.O. Box 231
Salamanca, NY 14779

P: 716-945-1790
F: 716-945-8113
E: tammy.jimerson@sni.org

The SNI DOT will attempt to respond to Requests for Clarifications by Friday, July 17, 2026. Only requests submitted on the form provided received by the time and date listed above will be addressed. All responses, written instructions, clarifications and/or answers, as applicable, shall be in writing (email or fax) to all Proposers. Additionally, we will post all requests for clarifications and responses to www.sni.org. Neither the Seneca Nation of Indians, nor the Transit Administrator will be responsible for any oral instructions or interpretations of the meaning of the specifications or other contract documents to any bidder/proposer by any other person or persons. If necessary, the SNI DOT will issue addenda to modify conditions or requirements of this RFP to recipients no later than Friday, July 24, 2026.

Forms

All responses are to be made out on the Proposal Forms attached hereto. All certificates must be completed, signed and in compliance with the provisions of the General Municipal Law, and applicable United States Government, New York State and Seneca Nation of Indians Laws.

Contract Award

As specified in **Section B**, the contract award will be made by the Seneca Nation after consideration of Proposal Evaluation Factors.

The Seneca Nation reserves the right to reject any or all bid/proposals, any part of the bid/proposal, any supplies or contractual services connected thereto, when deemed by the Seneca Nation to be in the best interest of the public.

Upon acceptance of any bid/proposal, the successful bidder/proposer will, and by submitting a proposal agrees to, execute a contract in accordance with these specifications and such other provisions as are normal and customary in agreements to provide services to the Seneca Nation and as may be required by the Seneca Nation of Indians, the State of New York, and the United States Department of Transportation. Such contract will include the specifications contained herein together with such other provisions as are normal and customary in agreements to provide services to a public jurisdiction. It is specifically understood that every provision of the specifications contained herein will be deemed to be incorporated into the contract. Notwithstanding the foregoing, in the event that the successful bidder/proposer does not execute such a contract, this document shall be deemed to be the contract between the successful bidder/proposer and the Seneca Nation of Indians, and the successful bidder/proposer execution and submission of the Bid/Proposal Forms shall be deemed to be the execution of such contract, and such contract shall be subject to the privacy of protected health care information as described in the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Responsible Contractor

A responsible contractor is a public transportation service provider who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory and whose financial status is such that it provides no risk to the Seneca Nation in its contractual relations. The successful bidder/proposer will allow the Seneca Nation or its designee to inspect the proposer's facilities to verify the bidder/proposer's capacity to complete the contract.

Firm Bids/Proposals:

No bid/proposal may be withdrawn within forty-five (45) days after the actual date of the RFP opening. This is in accordance with New York State General Municipal Law §105.

Copies of Bid/Proposals

Bidder/proposer who requests copies of the bid/proposal quotations must do so in writing, enclosing a stamped self-addressed envelope for reply.

ADDITIONAL TERMS AND CONDITIONS

Routes

Proposals are requested to operate fixed-route, route deviation service. The bus routes along which the bus service currently travels, the present stops that are required along that route, and the hours during which the bus service is presently required to operate is as set forth in **Section B**. However, the routes and the stops may be altered at any time and routes may be added and/or discontinued as well as changes

to stop locations when in the view of the Seneca Nation it is in the Nation's best interest to do so. It is specifically the intent of the Seneca Nation that the bus service be continuous along the route during the hours of operation.

Verbal Alterations to Specifications

These specifications are complete and shall be considered the entire description of the goods or services upon which the Seneca Nation of Indians is seeking proposals in connection with this RFP. Only formal written addenda can materially alter this set of RFP Specifications. No verbal statement made by a Seneca Nation of Indians employee, any agent acting on behalf of the Seneca Nation of Indians or any other person is binding, nor shall such statement be considered an official part of this RFP.

Ownership and Inspection of Files and Records

All files and/or records containing information gathered or generated in connection with the subject of this RFP and/or related to it are, and shall always be, the property of the Seneca Nation Indians. The Seneca Nation will have the right to inspect such files and records at any time or times and to make copies or abstracts thereof. In addition, such files and records shall be subject to audit and inspection by departments of the State of New York and/or the Federal government having appropriate jurisdiction. On a reasonable request from the Seneca Nation, the contractor will make copies of specified portions of such files and records and deliver those copies to the Seneca Nation. Upon the expiration of the term of the contract, if the Seneca Nation so chooses, all such files and records shall be retained by the contractor until instructed by the Seneca Nation otherwise, delivered to the Seneca Nation, or destroyed in accordance with the Seneca Nation's instructions.

Insurance Due Dates

Insurance requirements are as set out in this RFP. Any certificates of insurance or other forms of security required by this bid/proposal are to be submitted to the Seneca Nation no later than ten (10) normal business days following the date of notification of award (documents must be received by the close of business, 5:00 p.m. on that day).

Submittal of Formal Proposal

The formal Proposal must be submitted on the original form.

Operating Authority

Private bus companies need to obtain operating authority from NYSDOT and a Seneca Nation Business License. Information about operating authority and applications may be obtained by calling the NYSDOT Registration and Permitting Bureau at (518) 485-2448.

Bus Inspection

Buses operated by a third-party must be inspected by NYSDOT. It is the responsibility of the Operator to complete all necessary inspections. Inspections are scheduled and conducted through one of NYSDOT's Regional Offices. The Operator shall notify the Seneca Nation in advance of vehicle inspections and provide copies of all updated records.

System Safety Plan

NYSDOT rules and regulations require operators receiving STOA to submit a system safety plan for approval within 180 days of service commencement. Contact the NYSDOT Motor Carrier Safety Bureau at (518) 485-2448 for further information. The Operator shall provide a copy of all approved plans and programs to the Seneca Nation.

Accessible Service

The Americans with Disabilities Act (ADA) requires fixed route public transportation systems to be accessible to individuals with disabilities, provide complementary paratransit to individuals with disabilities that are 3/4 of a mile from the fixed route and unable to reach the fixed routes stops, and accommodate passenger needs through alternative schedule formats and stop announcements. The paratransit requirement can also be met by deviating 3/4 of a mile with the fixed route vehicle to pick up any passenger requesting service. This is known as route deviation service. A passenger requesting route deviation service must call for the reservation by the end of regular business hours two days before the ride is needed.

The regulations can be found in 49 CFR Parts 27, 37, & 38 and are available at the Federal Transit Administration's (FTA) web site www.fta.dot.gov

Drug and Alcohol Testing Program

FTA Certifications & Assurances also require operators to have a drug and alcohol testing program in place as required by the Code of Federal Regulations, 49 CFR Parts 40, 653 & 654. The drug and alcohol regulations are also available on FTA's web site at www.fta.dot.gov. The Operator shall provide a copy of all approved programs and plans to the Seneca Nation.

Federally Required Clauses and Standard Clauses for New York State Contracts

A respondent to this Request for Proposals that is awarded the contract to provide STS transit services is required to sign a third-party contract detailing the terms and conditions of the contract and the transit services that will be provided pursuant to the agreement. The respondent to this Request for Proposals that is awarded the contract to provide STS transit services is required to sign a lease and service agreement to lease vehicles owned by the Seneca Nation that will be used in the provision of STS transit services under this contract. The third-party contracts for the operation of transit services and the lease and service agreement shall incorporate Federally Required Contract Clauses and Standard Clauses for New York State Contracts by reference. For reference, the Federally Required Contract Clauses and the Standard Clauses for New York State Contracts are included in *Appendix K*, the sample third-party agreement, of this contract document. The Federally Required Contract Clauses and the Standard Clauses for New York State Contracts will be included in the third-party agreement and the lease and service agreements that will be signed by the contractor and the Seneca Nation.

MATERIAL TO BE SUBMITTED

Except as otherwise noted below, ALL PROPOSALS SUBMITTED MUST INCLUDE THE FOLLOWING:

1. Bid/Proposal Performance of Contract with Seneca Nation of Indians (**Appendix A**).
2. Waiver of Immunity (**Appendix B**)
3. Certification of bidder/proposer regarding Equal Employment Opportunity (**Appendix C**)
4. Iranian Energy Divestment Certification (**Appendix D**)
5. Lobbying Certification (**Appendix E**)
6. Debarment Suspension, Ineligibility or Voluntary Exclusion Certification (**Appendix F**)
7. Legal Status Information (**Appendix G**).
8. Non-Collusive Bidding/Ineligible Proposal Certification (**Appendix H**).
9. Bid/Proposal Form (**Appendix I**).
10. Name and contact information for a person at a bank who can verify the bidder/Proposer's financial stability. (**Section A**)
11. Provide three (3) references from previous or current contracts, whereby the Respondent has provided or is providing similar fixed-route, route deviation, bus services, to the services requested in this Request for Proposal document, to a municipal organization. (**Section A**)
12. FCC Radio License Number(s). (**Section A**). To be submitted by the successful bidder/proposer not later than ten (10) days prior to the commencement of the Transportation Services.
13. List of certified drivers. (**Section A**) To be submitted by the successful bidder/proposer not later than ten (10) days prior to the commencement of the Transportation Services.
14. Certificate of Insurance (**Section A**). To be submitted by the successful bidder/proposer within ten (10) business days following the date of notification of award.
15. Information in response to Evaluation Factors. The bidder/proposer to this Request for Proposal is requested to provide information that will demonstrate the firm's capabilities and responsiveness to the listed Proposal Evaluation Factors by which proposals will be evaluated. Information submitted shall be limited to 20 pages.
16. Certifications and Assurances – As a recipient of Federal Transit Administration funding, the Seneca Nation is subject to compliance with the terms and conditions of Federal Fiscal Year 2026 Federal Transit Administration Certifications and Assurances. If a third-party contractor to the recipient of FTA funding is the transit operator, a separate Third-Party Agreement between the contractor and the municipality is required to pass federal funds to a third-party contractor. Federal regulations also require a recipient and contractor to sign applicable Federal Certifications and Assurances, Third-Party Lease and Service Agreement for capital equipment, Section 5333(b) Labor Documentation & Warranty, and Title VI/Disadvantaged Business Enterprise Assurance. The FTA FFY 2026 Certifications and Assurances are provided in Appendix P.

17. List of Backup Vehicles. (Section A). The respondent's proposal shall provide a list of backup vehicles that will be used to provide scheduled STS service if SNI-owned vehicles are not available for service due to routine maintenance, inspection, or repairs. The List of Backup Vehicles is a Proposal Evaluation Factor.

SECTION A
BID/PROPOSAL SPECIFICATIONS

SENECA NATION OF INDIANS
SENECA TRANSIT SYSTEM (STS) BUS SERVICE PROPOSAL

DURING THE PERIOD FROM OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027

I. SCOPE

- A. The Seneca Nation of Indians (“Seneca Nation” or “Nation”), a Sovereign Nation, requires third-party contract operated vehicles to operate fixed route with route deviation public transportation bus service, as described below, as a “sponsored” bus operation subject to New York State Department of Transportation Rules and Regulations Part 975 Statewide Mass Transportation Operating Assistance (STOA) Program. The bus service will operate between Irving, Salamanca, and Steamburg New York, and the environs of the Cattaraugus and Allegany Territories of the Seneca Nation of Indians and Cattaraugus County, on the days and during the hours shown on **Section B**. The route and stops are set forth on **Section B**. The contractor will be required to use fuel provided by the Seneca Nation of Indians at Seneca Nation Enterprise locations on Seneca Nation Territories for the operation of the bus route. Hourly rates sought under this proposal should not include a cost for fuel. As currently operated, the route requires one (1) vehicle for each round trip, as specified below, but is subject to change based on the route needs, corrections or modifications.
- B. It is to be specifically noted that the route and the stops may be altered at any time, and routes may be added and/or discontinued as well as changes to stop locations when in the view of the Seneca Nation it is in the Nation’s best interest to do so in order to meet the evolving needs of the current and projected future passengers.
- C. Service will be “curb to curb.”
- D. It is intended that ridership on the vehicles will include the public.
- E. Fares will be paid by the passengers by means of passes or other collectable items issued by individual departments or agencies of the Seneca Nation or other municipalities or institutions, with which, the Seneca Nation consummates an agreement for carriage of associated riders on the public transportation service operated by the Nation.
- F. The Seneca Nation will determine the fare schedule. The Nation at its sole discretion may alter this fare schedule. Cash fares collected by the third-party contract operator of the service are collected for the purpose of contributing towards the cost of this service, or to such other use as may be determined by the Nation. As policy, exact change only is required for cash fares, but if available, change can be provided.
- G. Each day, at the time and at the place designated by the Transit Manager, the Contractor will give all fares collected (whether passes or other collectable items issued by individual departments or agencies of the Seneca Nation or other municipalities or institutions, or in cash) to the Seneca Nation consistent with Seneca Transit System fare collection and cash management policies and procedures.
- H. The Operator shall follow all policies, practices, procedures and terms and conditions for as may be directed by the Seneca Nation regarding fare collection and management, security for and disposition

of fares and other service revenue, passes, transfers, transfer systems and interconnections between different transportation agencies. The Seneca Nation will periodically validate and reconcile bus revenues from cash and pass fare collections by location and fare product. Any discrepancies and variances within $\pm 1\%$ will be identified and a summary of the discrepancies will be provided to the operator. Discrepancies due to the operator are subject to be charged against the operator’s contract.

- I. In accordance with the requirements of the ADA, the vehicle(s) that will be used to provide this public transportation bus service will be wheelchair compliant and equipped to accommodate individuals who are wheelchair bound. If the vehicles used to provide the regularly scheduled transit service are not equipped with wheelchair lifts, the operator will provide a complimentary wheelchair equipped vehicle to transport eligible individuals consistent with ADA regulations.
- J. The Americans with Disabilities Act (ADA) requires fixed route public transportation systems to be accessible to individuals with disabilities, provide complementary paratransit to individuals with disabilities that are 3/4 of a mile from the fixed route and unable to reach the fixed routes stops, and accommodate passenger needs through alternative schedule formats and stop announcements. The paratransit requirement can also be met by deviating 3/4 of a mile with the fixed route vehicle to pick up any passenger requesting service. This is known as “route deviation service”. Individuals must request route deviation service at least two days (48 hours) in advance to the third-party operator of this public transportation service. The operator will make the best effort to return to the published route schedule after accommodating a route deviation service request. However, a Personal Care Attendant identified through advanced trip reservations, as attending to the needs of a person with a disability or disabilities as defined by 49 CFR Part 37.123 will not be charged a fare.
- K. It is specifically noted that the service contemplated in the RFP is anticipated to be funded by State Transit Operating Assistance (STOA) and federal grants provided to the Seneca Nation, along with funding provided by the Seneca Nation. Work performed under this agreement is subject to the rules and regulations of the STOA program.
- L. The Seneca Nation owns six (6) Lot G buses funded by the Federal Transit Administration, NYSDOT and the Seneca Nation as described below, which are currently providing STS service. The Operator shall be required to lease the vehicles for use through a Third-Party Lease Agreement (*Appendix J*). If a Seneca Nation-owned bus is damaged by the third-party contract operator during the provision of scheduled STS service and is not available to provide future scheduled STS service, the third-party contract operator will be required to provide an acceptable and comparable transit vehicle for future STS service at the billable hourly rate of Seneca Nation-owned buses.

FLEET

<u>Year of Mfg.</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	<u>Current Odometer</u>	<u>Vehicle Length</u>	<u>Seats</u>	<u>W/C</u>	<u>Bike Rack</u>	<u>Fuel Type</u>	<u>Condition</u>
2022	FORD	E450	1FDFE4FNXNDC37399	151,022	30 FT	16	2	Y	UNL	Adequate
2022	FORD	E450	1FDFE4FN1NDC37405	146,230	30 FT	16	2	Y	UNL	Adequate
2022	FORD	E450	1FDFE4FN5NDC37407	166,385	30 FT	16	2	Y	UNL	Adequate
2024	FORD	E450	1FDFE4FNXRDD23270	34,119	25 FT	16	2	Y	UNL	Excellent
2024	FORD	E450	1FDFE4FN7RDD32069	104,102	25 FT	16	2	Y	UNL	Good
2024	FORD	E450	1FDFE4FN8RDD32484	68,722	25 FT	16	2	Y	UNL	Excellent

- M. It is specifically noted that except as otherwise provided in this contract or lease of property or equipment to perform the work herein described, the Operator must have prior written approval of

the Seneca Nation to use, move or relocate buses for any other reason or purpose. The contractor shall be responsible for fueling, maintenance, cleaning, inspections, licensing and repairs and all costs associated with same for Nation-owned vehicles. The Nation reserves the right to ensure that vehicles are being maintained properly and are in safe operating conditions. Therefore, the Nation may inspect vehicles at any reasonable time and may bar a vehicle from service until the problem(s) are corrected. Vehicles leased to the contractor by the Nation are to be used solely for the provision of this service. Personal usage and/or use for any other purpose are strictly prohibited. Smoking, eating or drinking in Seneca Nation-owned vehicles is also prohibited.

- N. As currently operated, Seneca Nation owned buses providing transit services are stored on Nation land at the terminal end of each route in locations designated by the Seneca Nation (Seneca One Stop, Irving NY and Steamburg Community Center, Steamburg, NY). Spare Seneca Nation buses shall be stored by the Operator in a safe and FTA and NYSDOT compliant facility in a location approved by the Nation.
- O. As specified in **Section B**, the Seneca Nation requests Proposers to provide an hourly rate to operate the specified public transportation services utilizing vehicles owned and provided by the Nation and to provide services utilizing vehicles provided by the contractor between the period **October 1, 2026** and **September 30, 2027**. Additionally, Proposers are requested to provide hourly rates to provide the bus service as follows:
- 1) Using Seneca Nation-owned vehicles using fuel purchased from the Seneca Nation
 - 2) Using Contractor-owned vehicles (16-passenger) using fuel provided by the Seneca Nation
- P. **Additional** Bus Routes or Service. The Seneca Nation of Indians intends to evaluate the need for additional bus routes, such as a new Cattaraugus Territory Circulator bus route, and transit service coordination opportunities with other public transportation services operating in region. If the Nation determines, in its sole discretion, that the addition of additional transit route(s) is desirable during the estimated contract period, the Nation reserves the right to supplement this agreement to provide extra transit services and utilize the hourly rates established in **Section B**. On occasion(s), such as the annual Seneca Nation “Pow Wow,” the Contractor may be requested to provide special transit services. On such occasions, The Nation will provide a minimum of three (3) days’ written notice to the Contractor to describe the special service and any coordination of special event services.
- Q. The Seneca Nation is responsible for marketing and public outreach as well as the production of schedules, marketing and other promotional materials. The Operator shall comply with reasonable request by the Nation to distribute notices, schedules and other promotional materials to passengers in connection with the services provided. This may include requests for the Operator’s personnel to distribute and collect survey forms and participate in special events such as displaying service vehicles. The Operator must refer all media requests to the Seneca Nation and may not provide or distribute any information not produced by or without prior approval by the Nation. The Seneca Nation shall have sole authority to determine size, shape, design and content of any and all schedules, marketing and other promotional materials in both electronic and printed media.
- R. A degree of flexibility will be required by the Operator as the transit program continues to develop and expand as a fixed route with route deviation public transportation bus service. Proposed expanded services include the development of transit facilities, bus shelters and Intelligent Transit Systems.
- S. The Transit Manager of the Seneca Transit System, or the designated representative of the Seneca Transit System, will conduct monthly performance meetings with senior management of the third-

party contract operator to discuss operating issues, including third-party contract operator training of staff performing contract services, concerning the operation of the Seneca Transit System. The monthly meetings will be hosted by the Manager of the Seneca Transit System at the Seneca Allegany Administration Building at 90 Ohi:yo' Way in Salamanca, New York. The contractor will be required to develop, provide, and discuss STS operations reports including monthly fuel consumption and usage, including individual bus mileage, monthly maintenance records, including compliance with reporting requirements detailed in the STS Transit Asset Management System plan, passenger behavior incidents, on-time schedule adherence, dispatching issues, ridership statistics, including reconciliation of variations to the contractor's operators' recording of passengers in comparison to on-board vehicle software passenger counts. The reconciliation of monthly ridership reports will be used to verify the accuracy of STOA quarterly passenger reporting. The contractor will be advised by the Manager of the Seneca Transit System of the need to provide any other reporting information at the monthly performance meetings. If discussion of an issue or issues at a monthly reporting meeting does not result in resolution of said issue, the Manager of the Seneca Transit System or another duly designated representative of the Seneca Nation reserves the right to contact corporate offices to resolve said issue.

- T. The Transit Manager of the Seneca Transit System, or the designated representative of the Seneca Transit System, will conduct quarterly driver meetings with the third-party contract operator. At these meetings, the Transit Manager will meet with the drivers assigned to each Seneca Transit System bus route and review topics related to the operation of said services. The third-party contract operator will work with the Transit Manager to schedule the quarterly driver meetings. Each quarterly driver meeting will occur before the end of the operating quarter and will be scheduled at least thirty days prior to the end of any operating quarter.
- U. Records and reports should be consistent with Federal Transit Administration and NYSDOT as well as all other reports required by the Seneca Nation. In addition, the Operator may be required to provide additional statistical information as requested by the Seneca Nation to assist with program objectives and compliance with grant and legislative requirements. All reports shall be submitted in a format and on a schedule approved by the Nation.
- V. By submitting a Proposal, the Proposer understands and accepts the required scope of work and understands the Seneca Nation's Seneca Transit System's objectives and requirements. Any items the Proposer is unable to satisfy, has concerns with or is not included in the Proposal must be specifically called out, clearly identified and described as part of the Proposal at the time of submission.

II. CONTRACT TERM


- A. The initial contract period shall be from **October 1, 2026** to **September 30, 2027**
- B. The Seneca Nation of Indians shall have three separate and consecutive options to extend any contract awarded in connection with the proposals submitted for additional periods of one (1) year each at a price to be negotiated as follows: For any optional extension period, the contract amount will increase annually by an amount equal to the **lesser** of:
1. A five percent (5%) increase; or
 2. The percent “annual” increase in the Consumer Price Index – All Urban Consumers, US City Average (CPI-U), Expenditure Category – under Public Transportation, under Intracity Transportation, use Intracity Mass Transit index, for the most recent 12-month period for which a number has been published at the time of execution for the contract extension period
- C. Each option shall be exercised in writing and shall include the extension period, dates, percentage of increase, calculated adjusted rates and backup documentation of CPI-U information, and such option period shall commence upon the expiration of the immediately preceding contract period.
- D. In the event the Nation exercises its option to extend the contract period, all the terms and conditions of the contract shall apply.

III. CREDENTIALS

Each proposal must be accompanied by a certified statement of the Proposer, or in the case of corporations, by its Officers, showing the following:

- A. The name of a bank as reference to the financial stability of the Proposer, and the name, address, and telephone number of a person at such bank who can provide such reference.
- B. Each proposer shall identify an organizational flow chart identifying persons, individual titles, contact information, and responsibilities to provide the services requested in this Request for Proposal document. The list of persons provided in response to this Request for Proposal shall include regional and corporate offices that are responsible for the performance of the contract services requested in this Request for Proposal document. The Contractor shall provide the Manager of the Seneca Transit System with any changes to the organizational chart and responsibilities immediately as such changes occur. Changes to the organizational chart shall include notification of any corporate sale of contract assets or entities affecting the performance of this contract.
- C. A list of public transportation contracts, whereby the Proposer operated similar Federal Transit Administration and NYSDOT subsidized public transportation service to that which is requested in this Proposal, with which the Proposer has had transportation contracts, and the name, address, and telephone number of a contact who can evaluate the bidder/proposer performance of such contract.
- D. A Certificate of Operating Authority to act as a contract carrier of passengers for the New York State Department of Transportation. The apparent winning Proposer, upon being notified of the Seneca Nation’s intent to award the contract, shall immediately apply for any necessary amendments to their operating authority to provide the intended service. If the apparent winning proposer does not

currently have a Certificate of Operating Authority, upon being notified of the Seneca Nation's intent to award the contract, the apparent winning proposer shall immediately apply for a Certificate of Operating Authority to provide the intended service. Failure to be granted authority will be a basis for disqualifying the proposer from being awarded the contract.

E. An executed copy of the FTA FY 2026 Certifications and Assurances of the Proposer ( *Appendix P*).

IV. DEFINITIONS

Whenever, in this RFP, the following terms, phrases, pronouns or abbreviations are used, the intent and meaning shall be interpreted as follows:

- A. "ADA" shall mean the Americans with Disabilities Act of 1990, as that act may be amended.
- B. "Addendum" shall mean additional contract provisions, if any, issued in writing by the Seneca Nation prior to the receipt of bids/proposals.
- C. "Agreement" shall mean the written agreement between the Seneca Nation and the Contractor covering the Service. The terms "Agreement" and "Contract" shall have the same meaning and may be used interchangeably.
- D. "Bid/Proposal" or "Proposal" or "Response" shall mean the completed Proposal submitted in the prescribed form(s) setting forth the price for the Services to be performed and the information submitted in response to the requested Proposal Evaluation Factors, by which, responses will be evaluated to determine the highest rated bid/proposal.
- E. "Bonds" shall mean, performance, and/or Payment Bond and other instruments of security furnished by the Contractor in accordance with the Bid/Proposal or Agreement.
- F. "Contract" or "Contract Documents" shall mean each of the various parts of the Agreement referred to in this document. This term shall refer to the Contract as a whole or severally.
- G. "Contractor" or "Successful Bidder/Proposer" (whether a corporation, partnership, individual or any combination thereof, and its, or his or her successors, personal representatives, executors, administrators and permitted assignees) shall mean the individual, organization, company or agency awarded the bid through this procurement. The Contractor is sometimes herein referred to as the "Third-Party Contract Operator".
- H. "Contract Price" shall mean the total monies payable to the Contractor under the Contract.
- I. "Seneca Nation" or "Nation" shall mean the Seneca Nation of Indians, a Sovereign Nation.
- J. "Seneca Transit System (STS)", "Transit Manager", "Transit Administrator" or "Director" shall mean Seneca Nation of Indians Department of Transportation staff representative responsible for third-party contract management of this agreement to provide public transportation service.
- K. "Driver" shall mean any person who operates a vehicle used in connection with the services, and shall include a regularly scheduled driver, a substitute driver or a spare driver unless otherwise specified.

- L. “Modification Agreement” shall mean a written order to the contractor, signed by the Seneca Nation, authorizing an addition, deletion, or revision of the services or an adjustment in the contract price issued after execution of the Agreement.
- M. “Notice” shall mean a written notice. Notice shall be served upon the contractor either personally or by leaving the notice at the Contractor’s residence or with the Contractor’s agent in charge of providing the Services, or addressed to the Contractor at the residence or place of business given in the Bid/Proposal and deposited in a postpaid wrapper in any post box regularly maintained by the United States Postal Service.
- N. “Notice of Award” shall mean the written notice given by the Seneca Nation to the Successful Respondent to this Request for Proposals.
- O. “Notice to Proceed” shall mean the written notice given by the Seneca Nation to the Contractor of the date for the commencement of the services.
- P. “Route” shall mean the path of a vehicle from the location of its first scheduled stop to the location to the same point. In addition, the route will be the path defined on the bus schedule, as that schedule may be altered from time-to-time.
- Q. “Route-Deviation” shall mean the type of scheduled public transportation service operated by the Seneca Transit System. Route deviation service is defined by the Federal Transit Administration and the New York State Department of Transportation as fixed-route transit service which, as specified in the STS Paratransit Policy, may deviate upon request up to $\frac{3}{4}$ mile from the fixed route to pick up or drop off a passenger.
- R. “RFP” shall mean and refer to this Request for Proposals.
- S. “Proposal” shall refer to the offer submitted in the prescribed forms setting forth the prices for the Services to be performed and the information provided to permit the evaluation of factors, by which, the proposal will be evaluated.
- T. “Technical Specifications” shall mean the portion of these specifications dealing with the technical requirements of the services to be performed under the Contract, including materials, equipment services, workmanship, qualifications and licensing.
- U. “Operator” shall mean the Contractor. When used, this term is a descriptive of the services provided by the Contractor.
- V. “Bus” shall mean, as the context requires, a vehicle capable of seating 16-18 adult passengers (all seating capacities stated are “adult passengers”), and conforming to all Federal, State and local laws and regulations, and all Seneca Nation policies as set forth in this document. All buses used in performance of the services described herein shall be wheelchair accessible.
- W. “Vehicle” shall mean and refer to any bus, including spare or replacement therefore, used for the rendering of the services, and which meet or exceed the Technical Specifications.

V. TECHNICAL SPECIFICATIONS

Service Requirements

- A. Service Area: The overall service area for the services in connection with the operation of the public transportation bus route between Irving, Salamanca, and Steamburg New York, and the environs of the Cattaraugus and Allegany Territories of the Seneca Nation of Indians and Cattaraugus County.
- B. Accidents, Incidents and Complaints: It is expected that the Successful Proposer will render the services in a safe, efficient and courteous manner. In this regard, the Seneca Nation will institute specific procedures for the reporting of accidents and incidents. It is expected that the Successful Proposer will report all such matters to the Nation. In addition, the passengers to be transported may report complaints and incidents to the Seneca Nation Transit Manager. If such matters are reported, the Successful Proposer will cooperate fully in the resolution of such matter, and if the Nation requires the reassignment of a driver as part of such complaint resolution, such reassignment shall be made with due dispatch.
- C. Service Exclusivity: The vehicles assigned by the Contractor to provide the service described in this RFP with respect to the route shall always be for the exclusive use of the Nation during the hours set forth in **Section B** or such greater or lesser number of hours as the Nation may designate from time to time. Seneca Nation owned buses are to be utilized for Seneca Nation services only. The operator will make the best effort to use Seneca Nation buses for Seneca Nation services unless a Nation bus is not available, at which time the operator will provide additional buses as needed.
- D. Changes in the Route: The Seneca Nation will have the right to make changes in route, at any time, and from time to time. The route and the stops may be altered at any time and routes may be added and/or discontinued as well as changes to stop locations when in the view of the Seneca Nation it is in the Nation's best interest to do so. The Contractor will be notified of such changes and will institute them as of the date specified in such notice. No change in the route will require the vehicle to run outside of the service area described in this RFP.
- E. Bus Schedules: The Seneca Nation has created schedules showing the stops the bus will make and the times at which the bus is scheduled to arrive at those stops along the three routes. The current Schedule of Operations is included in **Section B**. Such schedules may be adjusted as required by changes in the route or stops designated by the Nation. The Seneca Nation will have the right to make changes to the schedule, at any time, and from time to time when in the view of the Nation it is in the Nation's best interest to do so depending on need and ridership. Notwithstanding the foregoing:
- i. The vehicle will be required to stop and pick up passengers who flag the vehicle down along its designated route (flag stop), provided it is safe to do so;
 - ii. The vehicle will be required to stop when an onboard passenger so requests, and permit the passenger to deboard (flag stop), provided it is safe to do so; and
 - iii. The Seneca Nation Transit Manager shall make the final determination as to designated stops the vehicle will make; and
 - iv. As defined by the RFP, individuals can request route deviation service two (2) days in advance to the Third-Party Contract Operator. The Operator will make the best effort to return to the published route schedule after accommodating a route deviation request.

- F. *Number of Vehicles Required:* As currently operated, each route requires one (1) vehicle for each round trip in each direction, as specified below, but is subject to change based on the route needs, corrections or modifications. The Seneca Nation owns six (6) 16-18 passenger (Lot G) buses equipped with two wheelchair tie-downs funded by the Federal Transit Administration, NYSDOT and the Seneca Nation. The Operator shall be required to lease the vehicles for use through a Third-Party Lease Agreement (*Appendix J*). The vehicle(s) will be leased for \$1.00 per year. The operator is required to purchase and use Seneca Nation fuel available at Seneca Nation Enterprise locations on Seneca Nation Territories for the operation of Seneca Nation owned buses. Seneca Nation owned buses are to be utilized for Seneca Nation services only. The Operator will make the best effort to use Seneca Nation buses for Seneca Nation services unless a Nation bus is not available, at which time the Operator will use a bus from its List of Backup Vehicles to ensure that the Service described in this RFP is not interrupted.
- G. **Backup Vehicles.** In response to this Request for Proposal, the respondent's proposal shall provide a list of backup vehicles that will be used to provide scheduled STS service if SNI-owned vehicles are not available for service due to routine maintenance, inspection, or repairs. Consistent with the vehicle detail requested under Equipment Requirements, Paragraph H., the list of backup vehicles provided in response to this RFP will be evaluated consistent with the RFP Proposal Evaluation Factors, Exhibit B-7, detailed on page 58 of 100.

The Proposer shall provide a list of backup vehicles and vehicle characteristics, including make, model, year, condition, wheelchair accessible, etc. that will be used to provide STS service if Seneca Nation-owned vehicles are not available for service or if additional busses are needed to provide service. Contractor supplied backup vehicles used to provide services described in this RFP shall not exceed a five (5) year age service period at the time of use for STS services. Additionally, the List of Backup Vehicles will be submitted by the successful bidder/proposer to the Seneca Nation of Indians not later than ten (10) days prior to the commencement of the Transportation Services.

Consistent with STS policy to operate fixed-route, route deviation service to satisfy FTA ADA service requirements, contractor supplied vehicles should be wheelchair accessible. If the contractor-supplied vehicle is not wheelchair accessible and a wheelchair ride is requested by an STS passenger, the Contractor must dispatch a wheelchair equipped vehicle to accommodate the wheelchair rider need within the reservation time and distance $\frac{3}{4}$ mile limit of STS route deviation policy.

- H. Any vehicles used to provide the services requested under this Request for Proposal shall comply with the applicable requirements of the New York State Department of Motor Vehicles, New York State Department of Transportation and the Vehicle and Traffic Laws of the State of New York, as well as Seneca Nation statutes, rules and regulations governing or pertaining to the public transportation of passengers on type of vehicle to be used.

Equipment Requirements

- A. The Contractor shall lease available vehicles from the Seneca Nation as the primary service vehicles for this program. Currently, the Nation owns (6) Lot G buses, and four (4) buses are needed for daily operation of peak STS service requirements. At any such time that any Nation owned bus must be pulled from service for regular maintenance, repair or other needs, and a spare Seneca Nation-owned bus is not available for service, the Nation shall be notified, and a suitable backup vehicle shall be provided by the Contractor from its list of backup vehicles. The replacement of major components on Seneca Nation-owned buses such as engines and transmissions must be reviewed and approved

by the Transit Manager prior to replacement. The source of funds to replace such major components must be confirmed by the Transit Manager before the replacement of the component is initiated.

- B. All vehicles used by the Successful Proposer must be inspected and registered as required for vehicles providing the specific services described herein. Such inspection shall be maintained as current, and the vehicle(s) shall always display a current inspection and registration sticker. The Successful Proposer must be able to supply vehicles (and substitute Vehicles, if necessary to maintain continuous service) meeting Federal, State and Seneca Nation requirements as of the date of the Commencement of Services. No less than ten (10) days prior to the Commencement of Services, the Contractor will provide the Seneca Nation Transit Manager with the VIN number(s), registration number(s) and date(s) and inspection date(s), with respect to vehicles to be used in connection with the services described in this RFP (including any spare or substitute vehicles). The Contractor will provide the Seneca Nation Transit Manager with the same information with respect to any vehicles added as available for the services.
- C. All vehicles and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and in a condition satisfactory to the Seneca Nation. Contractor shall assume all responsibility for the proper maintenance of vehicles including all coordination with the manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. Proper maintenance of the vehicles shall include routine inspection and replacement of windshield wiper blades, with Bosch Envision or approved equal quality wiper blades, to assure safe operation of transit vehicles. All items requiring negotiating and processing all vehicle warranty claims through the manufacturer including collection of any monies, extended warranties or credits shall be handled through the Seneca Nation Transit Manager.
- D. For all vehicles, preventative maintenance inspections and servicing shall occur not less than every 6,000 miles or 30 days, whichever is less. The contractor shall specify the preventative program for all vehicles used in this service.
- E. All vehicles used in the performance of the Services must be equipped with a seat belt cutter, “lock-downs” for wheelchairs, a standard first-aid kit, at least 3 flares and/or reflectors and a fire extinguisher which complies with all applicable rules and regulations for that type of vehicle. The bus shall be wheelchair accessible.
- F. Re-grooved or recapped tires of any type are not acceptable in the performance of the Services.
- G. The Seneca Nation has the right to inspect each vehicle used to provide the services described in this RFP and all maintenance records concerning those vehicles. As requested by the Nation, the Contractor shall provide the Nation with copies of the maintenance records for each such vehicle.
- H. The Seneca Nation reserves the right, at its sole discretion, to inspect and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor utilizes which the Nation deems unacceptable. In the event any revenue vehicle is rejected temporarily by the Nation because of deficient vehicle condition or appearance, the Contractor is responsible for providing a compliant vehicle at no additional cost to the Seneca Nation until the condition is corrected.
- I. The Contractor shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum allowable response time from the moment of a trouble call is received until a substitute vehicle

arrives will be established by the Seneca Nation. Proposals shall state the estimated time Proposers will need to provide a substitute vehicle.

- J. No vehicle used to provide services shall be used to display any advertisement, political or otherwise, without the express written authorization of the Nation. Notwithstanding this:
- i. In the event the Contractor can sell space for non-political advertising on the vehicle(s), the Contractor will promptly notify the Seneca Nation Transit Manager and provide details concerning same. The Transit Manager's decision concerning whether to permit such advertising shall be final;
 - ii. In the event the Seneca Nation Transit Manager can sell space for non-political advertising on the vehicle(s), the Contractor shall place such advertisements as directed; and
- K. The Contractor will install and maintain an FM mobile two-way radio, mobile phone or other means of communication acceptable to the Nation in all vehicles used to furnish services hereunder. In the event a mobile two-way radio is used, a copy of the Transporter's FCC radio license number as proof of authority to operate the radio will be supplied prior to the commencement of the services hereunder.
- L. All vehicles as well as back-up and/or substitute vehicles used in connection with the services discussed in this RFP shall carry signage that clearly identifies such vehicle as providing service for the Seneca Nation. Such signage shall be in a form and size to be approved by the Seneca Nation Transit Manager and shall be prominently displayed on the front and sides of the vehicle(s). In this regard, promptly after the Contractor receives the Notice of Award, it will present such signage to the Seneca Nation Transit Manager for approval.
- M. The Seneca Transit System uses the Passio Go automated vehicle locator. Passio Go is a GPS based system. All Contractor drivers employed to provide STS public transportation services must be trained in the use and operation of the Passio Go system or any other future automated vehicle locator and/or passenger counting system that may be purchased for use in the operation of the Seneca Transit System. The Contractor will be required to install and maintain the current Passio Go GPS equipment in all vehicles used to furnish services hereunder. Such GPS capability shall enable the Contractor to record the location and time of each stop along each route. Such records of stops and times shall be made available to the Nation at monthly performance meetings or upon request.
- N. The Contractor will install and maintain on-board camera equipment in all vehicles used to furnish services hereunder until such time the Seneca Nation installs owner-supplied and operated cameras. Such cameras shall enable the Contractor to record transit operations while in service. Such records shall be made available to the Nation upon request. Any contractor supplied on-board security cameras and monitoring system shall be similar or an "approved-equal" in operation and capability as Drive Cam. Contractor shall supply any security monitoring records, video, pictures, audio and/or data at the Nation's requests.
- O. The Seneca Nation provides free Wi-Fi services on all current vehicle routes. The Seneca Nation shall provide all Wi-Fi equipment for use by the Operator and public in compliance with Nation policies and procedures.
- P. All Seneca Nation-owned buses are equipped with digital variable message boards (VMB). Message boards shall be programmed by the Operator with information provided and/or approved by

the Seneca Nation Transit Manager and shall be in use by the Operator during service. The VMB information and operation of may be altered at any time when in the view of the Seneca Nation it is in the Nation's best interest to do so.

- Q. The Contractor shall operate and maintain all Seneca Nation furnished facilities and equipment in first-class condition for their intended purposes throughout the Agreement term. Nothing contained in the Agreement shall affect the Seneca Nation's absolute ownership of, and title to, the Nation's equipment; such ownership and title being hereby expressly reserved to and retained by the Nation.
- R. The Contractor will cooperate with the Nation in maintaining an accurate inventory of all Nation-owned and Contractor-owned equipment. The Contractor, at their expense, shall repair or replace any facility or equipment item accidentally or willfully damaged, sabotaged, misused or lost. Failure to make said restoration will result in correction by the Nation with reimbursement by the Contractor. All Seneca Nation facilities, equipment and records shall immediately be returned to the Nation upon term or termination of the Contract.
- S. Buses in service shall be stored at the terminal point of the current route on Seneca Nation lands; however, storage locations may be altered at any time when in the view of the Seneca Nation it is in the Nation's best interest to do so. Storage of Seneca Nation owned buses not in service shall be the responsibility of the Contractor at a facility and location approved by the Nation.

VI. OPERATIONS AND PROCEDURES

- A. On-time service shall be defined as service within a ten-minute window of the scheduled arrival time at each stop. The Operator shall immediately notify the Seneca Nation Transit Manager of any service issues or delays resulting in scheduled services being impacted by ten (10) minutes or more so that public notifications can be provided by the Transit Manager through available STS media outlets. If possible, the Operator will provide advanced notification of delays or issues that will impact on the service schedule and routes.
- B. Effective communication between the Operator and the Seneca Nation is a critical component of operating the STS. The Contractor shall coordinate and manage all necessary program activities such as operating the services, dispatch, vehicle maintenance, management personnel, providing driver and other personnel training, administrative staff and support including but not limited to ridership data collection and reporting, accident and incident reporting, accounting and budgeting functions, revenue management and maintenance of communication equipment. It is understood that as the Seneca Nation continues to develop policies, develop methods to maximize service efficiency, integrate Intelligent Transit Systems into the service, construct new facilities, advance marketing/promotions/public outreach, manage customer complaints and implement programs necessary to the success of the STS, the Contractor will work with the Seneca Nation Transit Manager in an integrated and seamless fashion to ensure adequate training with system technology, including new and improved technology, and compliance and level of service.
- C. The Contractor will designate a point of contact for all communications and service coordination with whom the Seneca Nation Transit Manager will coordinate.
- D. The Contractor shall identify any unions associated with their service operations. A copy of the labor agreement shall be provided to the Seneca Nation upon award. The Contractor shall work with the Nation to develop a management and communications policy to establish lines of

communication when handling any transportation or transportation related services to ensure compliance with STS program goals and objectives.

- E. All vehicles used in connection with the services discussed in this RFP shall be kept in excellent mechanical condition and shall be kept clean inside and out. All Seneca Nation owned vehicles shall be cleaned, sanitized and disinfected as a minimum in the following manner.
- i. The Successful Contractor shall coordinate a weekly and monthly schedule for cleaning the exterior of the bus upon award. The Seneca Nation will provide, at the Contractor's option, access to Nation fleet facilities on each territory to wash the exterior of the bus. Weekly cleaning will consist of removal of general light washing to remove excess debris and dirt from the windows, windshields, mirrors, lights and body of the vehicle to provide a safe and visually appealing appearance. Monthly cleaning will consist of a more thorough cleaning providing a safe and "like new" appearance.
 - ii. The Contractor shall provide adequate staff and cleaning equipment, products, supplies and materials necessary to perform the cleaning services including supplying all cleaning equipment, supplies and materials necessary for daily, monthly and quarterly cleaning. All materials shall be in conformance with the manufacturer's recommendation so as not to cause damage to products or surfaces or void warranties. The Operator shall maintain a cleaning checklist/log.
 - iii. All buses in service shall be cleaned daily. Daily cleaning includes the following activities: sanitize and disinfect all hard surfaces accessibly by the public, ensure that all aisles and areas under seats are free of all debris and dust, ensure all trash receptacles are empty and clean, spot clean any visible stains from cloth seats, remove graffiti from all surfaces, clean driver's area (dashboards, instruments, windows, mirrors), and clean any debris and visible stains from the inside of all windows and mirrors (such that they are streak free).
 - iv. All buses in service shall be cleaned monthly. Monthly cleaning includes the daily list plus: sweep and mop floors, clean all interior windows and doors, vacuum seats and driver area, clean walls and window frames.
 - v. All buses in service shall be cleaned quarterly. Quarterly cleaning includes the monthly list plus: sanitizing/disinfecting ceiling, sidewalls, light covers, designation signs, partitions, header and dash areas including instruments, wipe down all seat frames, clean all vents of dust and debris, steam clean all cloth seats (free from gum, soiling and stains), re-seal any surfaces per the manufacturer and clean wheel chair areas and step wells including deploying lift and clean platform.
- F. The Operator shall comply with reasonable request by the Nation to distribute notices, schedules and other promotional materials to passengers in connection with the services provided. The Seneca Nation is responsible for marketing and public outreach as well as the production of schedules, marketing and other promotional materials therefore the Proposal should not include any costs for production of materials.
- G. Notwithstanding the establishment of designated stops along a designated route, the vehicle is required to stop when flagged down by passengers along the route and allow such passengers to board, and the vehicle shall be required to stop when requested by a passenger on board, and permit that passenger to debark, provided it is safe to do so.

- H. The Contractor shall have capable and courteous personnel who are responsible for taking information requests, accurately managing schedules, properly handling complaints and customer service requests and response to telephone inquiries regarding transportation services.
- I. The Contractor shall have a dispatcher on duty and able to receive and respond to calls from the Seneca Nation Transit Manager, Driver(s) of the vehicle(s), and the public, ***at all times during transportation hours to include evenings and weekends***. The contractor shall identify the process of handling all calls both during and outside of service hours as part of this RFP. The process of handling calls should include establishing schedule policies and procedures. Notwithstanding this, such dispatchers shall be available to receive calls and always respond to the Transit Manager not less than from 9am to 5pm, Monday through Saturdays.

Emergencies and Accidents

- J. In any and every event in which a vehicle is involved in an accident, breaks down, or is otherwise prevented from continuing on-time service, the Contractor will immediately dispatch a spare vehicle to ensure that the services hereunder continue with the least possible delay. In addition, the Contractor will notify the Seneca Nation Transit Manager of such accident, breakdown, or other delay, providing the Transit Manager with all information concerning same both by telephone (within one (1) hour) and in writing (by close of the next business day). Further, in the event such delay results from an accident, the Operator will follow the procedure set forth in this RFP. In any event, prompt dispatch of a spare vehicle means that the spare is dispatched within one-half hour of the occurrence. A fully investigate incident/accident report outlining the details and all documentation shall be provided within 72 hours of the incident/accident.
- K. The Contractor shall be responsible for the handling and resolution of all operational emergencies and contingencies in addition to enforcement of policies established by the Seneca Nation which are subject to revision and addition when in the view of the Seneca Nation it is in the Nation's best interest to do so. The Successful Contractor shall provide a copy of their Operations Policies and Procedures upon award. Emergencies include, but are not limited to, the following: hazardous conditions, in-service failures, wheelchair lift failure, passenger disturbances, medical assistance to passengers and accidents.
- L. The Seneca Nation Transit Manager will provide the Contractor with accident and emergency procedures to be followed by the Operator's drivers and staff. Prompt communication with the Transit Manager is mandatory for all accidents occurring while passengers are on board, or in connection with passengers boarding or leaving a vehicle, and all other accidents. The following procedures shall be followed:
- i. When the severity or nature of the accident requires, or when emergency services are required for passengers and/or the driver or passengers of another vehicle, the driver or dispatcher shall contact 911 and request police and ambulance service.
 - ii. The Contractor shall immediately notify the Transit Manager of the location, extent of the accident, the names of the passengers involved, and a description of the accident/injuries.
 - iii. The Contractor shall immediately dispatch a replacement vehicle.
 - iv. The vehicle and the driver in the accident shall remain at the accident site until released by the police.

- v. The Contractor shall prepare accident/emergency reports for the New York State Department of Motor Vehicles, New York State Department of Transportation, and the Nation within twenty-four (24) hours, utilizing approved State and/or Nation forms.
 - vi. The Contractor shall follow all requirements for notification of bus accidents in accordance with the requirements of the New York State Public Transportation Safety Board and the required System Safety Plan.
- M. During hazardous road conditions or emergencies, the Seneca Nation Transit Manager may choose to authorize the Alternate Schedule in accordance with STS policies and procedures.
- N. The Contractor shall provide the Seneca Nation all required safety data necessary to complete NYSDOT 5311 Annual Report on an annual basis at least Thirty Days (30) prior to report deadlines. This shall include
- i. Total Incidents (Fatality, injury or property damage in excess of \$25,000)
 - ii. Total Fatalities (Loss of life)
 - iii. Total Injuries (Requires immediate medical attention)

Fares

- O. The Contractor will ensure that the driver of the vehicle collects a fare from each passenger riding on the vehicle. All fares collected shall be for the sole use and benefit of the Nation and will be accounted for by the Contractor as provided in this RFP. It will be the obligation of the Contractor to ensure that all fares collected are accounted for to the Seneca Nation Transit Manager as provided in this RFP. If the rider does not have the proper fare, the driver will not allow the rider to board the bus.
- P. Fares may, at the election of the Nation, be in the form of passes, receipts, tokens, transfers and/or cash. Regardless of the nature of the fare, it will be in the form of some item that can be verified or collected by the driver of the vehicle. The Contractor will be provided with copies of acceptable items that may be used in payment of the fare. Drivers shall verify the validity of all passes. If passes are invalid, not stamped or fraudulent, the driver will confiscate the pass, and the Operator shall immediately notify the Transit Manager.
- Q. The amount of the fare shall be determined from time to time by the Nation in its sole discretion. In accordance with ADA requirements, route deviation fares will be two times the regular fare.
- R. As provided in the RFP, each day at the end of each shift in accordance with STS policies and procedures, the Contractor will submit over all fully completed, sealed fare collection bags containing all accounted for fares and/or passes collected to the shift Supervisor at the Seneca One Stop on each territory for weekly collection by the Seneca Nation Transit Manager.
- S. Records shall be maintained by the Contractor and shall remain available for inspection and/or copying during the term of the contract and thereafter until instructed by the Nation that such records are to be delivered to the Nation or destroyed in accordance with the Nation's instructions.

Drivers' Duties

- T. It shall be the duty of the driver to supervise the passengers for the duration of the route.

- U. The drivers must present a neat appearance and must maintain a polite, professional and courteous attitude toward the public and all passengers. Drivers must wear name tags clearly displaying their names while performing their duties. Drivers shall work on a schedule that will ensure a consistent and overall high quality of service. Because the Seneca Nation of Indians provides a public service, and such appearance and attitude will encourage public use of the Nation vehicle(s), this is of the essence of the agreement, and the Contractor shall specifically instruct the drivers of this requirement. Failure to comply with this requirement shall be sufficient ground to request the removal of a driver. The Seneca Nation shall have the right to demand removal from the program, for reasonable cause, of any personnel furnished by the Contractor. The Nation must be notified promptly of new hires or reassignments of program personnel.
- V. Drivers must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the route and the Seneca Nation, and sensitivity and empathy training directed towards the needs of elderly and disabled passengers, in compliance with the Americans with Disabilities Act. Contractor shall describe how it will maintain an ongoing employee safety and training program.
- W. Vehicle drivers shall be trained to operate all types of vehicles, wheelchair lifts, ramps, and systems to secure wheelchairs, as well as other equipment which may be expected to use in fixed-route, route deviation services. This requirement pertains to all vehicle drivers, both regularly assigned and relief vehicle drivers.
- X. In accordance with Seneca Nation and New York State laws, drivers shall not smoke on the vehicle at any time. Drivers shall not eat or drink any liquid, be under the influence of a controlled substance or medication, or perform any act, or conduct themselves in any manner that may impair the safe operation of a vehicle.
- Y. No driver shall disembark from the vehicle when passengers are inside, except in case of emergencies; and in such cases before leaving his/her seat, the driver shall stop the motor, leave the transmission in park, set the auxiliary brake, and remove the ignition key. Passengers are required to disembark during fueling.
- Z. Prior to the start of any route, the driver shall perform a pre-trip inspection of the vehicle in accordance with the procedure established by the New York State Department of Transportation. The driver will perform a post-trip inspection of the vehicle, also.
- AA. The driver shall immediately report to their supervisors any accident that occurs in connection with the vehicle while transporting passengers or otherwise. Such report shall be made immediately by means of the telecommunications equipment on the vehicle. The Contractor shall be required to submit a written report to the Nation on a form prescribed by the Nation, which complies with the requirements of Article 19-A of the New York State Vehicle and Traffic Law and in a format mutually agreed upon by the Nation and the Operator. This statement must be written and signed by the driver and supervisor and must include the names of all passengers on the vehicle at the time of the accident.
- BB. Drivers and driver assistants shall comply with the Seneca Nation procedures and communications in the event of snow and emergency days, vehicle emergencies and other potentially catastrophic weather concerns.

- CC. The driver shall ensure that a proper fare, whether it is a pass or other collectable item issued by individual departments or agencies of the Seneca Nation, or other municipalities or institutions, with which, the Seneca Nation consummates an agreement for carriage of associated riders on the public transportation service, or in cash, is received from each rider. If a proper fare is not provided or proper pass is shown, the driver will not permit the rider to board the bus.
- DD. The Contractor shall operate vehicles with due regard for the safety, comfort and convenience of passengers and the public. The Seneca Nation will set performance standards for its services. Contractor and the Seneca Nation Transit Manager shall meet periodically to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they will be adjusted based upon recommendations made by Contractor with the concurrence and final decision by the Transit Manager. Should it be found that the Contractor's performance has contributed to Contractor's failure to achieve these standards, Contractor shall take all reasonable actions requested by the Transit Manager to correct deficiencies in performance. Should deficiencies persist, the Nation may choose to terminate the contract. The Transit Manager shall maintain the right to terminate the contract, as set forth herein, based on the Contractor's failure to meet the established standards. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the stated performance requirement, will be considered as just cause on the part of the Nation not to terminate the contract.
- EE. Service should be provided as scheduled or according to any adjusted schedule established by the Nation, including route modifications required because of special events or a declared emergency. The Contractor will not be held responsible for the failure to provide on time service due to weather or traffic conditions, unavoidable vehicle malfunctions, and/or naturally occurring disasters.
- FF. The Contractor shall provide services in as outlined by this RFP and in compliance with the Performance Measures outlined in *Appendix O*. Repeated failures to resolve any identified issues or to comply with expectations for service may result in termination of the contract by the Seneca Nation.
- GG. The Seneca Nation in collaboration with the Contractor shall establish an incentive program to promote, but not limited to, driver safety, completed paperwork/record keeping, customer satisfaction and performance. Once performance measures have been accepted and policy established, Operator personnel demonstrating compliance with standards and exceptional and consistent performance shall be awarded incentive amounts paid to the Contractor for distribution directly to Contractor's employees on an equitable basis.

VII. PERSONNEL REQUIREMENTS

- A. The Seneca Nation will not discriminate against any applicant or employee based on race, ethnicity, color, religion, sex, age, marital status, physical or mental disability, or national origin. Preference will be given, however, to enrolled Members of the Seneca Nation, then to other Indian applicants in accordance with the exemption authorized by Section 703 (I), Title VII of the Civil Rights Act of 1964.
- B. Each driver shall be properly licensed for the type of vehicle being used before the start of employment. A list of all certified drivers and license numbers license class and endorsements with license expiration date will be provided to the Nation before any driver begins to provide service

hereunder. Such list shall be updated upon each change and submitted to the Nation. Article 19-A of the Vehicle and Traffic Law outlines the requirements applicable to drivers.

- C. The Contractor shall ensure that the drivers provide the Nation with safe transportation, and shall ensure that the drivers meet the following minimum qualifications:
- i. No more than one (1) moving violation during the past five (5) years
 - ii. Not be subject to outstanding warrants for arrest,
 - iii. Thorough knowledge of the service area
 - iv. Sensitivity to passengers' needs including assisting passengers upon their request
 - v. Able to handle complaints and problems as required.
 - vi. No moving violations during the past twelve (12) months.
 - vii. Under no condition will an applicant be accepted as a driver if he or she (a) has been convicted of a felony; or (b) has been convicted of a drug or alcohol offense; or (c) if there has been a finding of child abuse/maltreatment.
 - viii. The Contractor shall maintain records concerning the Drivers' qualifications and clearances with respect to the matters described in sections (i) through (iii) above. The Nation shall be entitled to audit such records and make copies thereof.
- D. All Drivers shall have a Class B (with an S endorsement) or C (with an N1 endorsement) NYS CDL license (depending on the vehicle to be driven) with a P endorsement. Drivers will be appropriately licensed for the Vehicle being driven.
- E. A written record from the New York State Department of Motor Vehicles with respect to each Driver must be submitted to the Nation.
- F. At all times during the contract period, all drivers shall be at least twenty-one (21) years of age.
- G. The Successful Proposer shall submit to the Nation a list of all drivers who will provide Services hereunder, their license expiration date and a list of all their accidents and violations incurred in the past three (3) years. Such list shall be updated upon each change and submitted to the Nation.
- H. All drivers will operate vehicles at safe and reasonable rates of speed.
- I. Each driver of a vehicle shall be responsible for complete control of his/her vehicle and the passengers being transported therein.
- J. The Seneca Nation Transit Manager and the Seneca Nation reserve the right to reject or require replacement of drivers who are provided by the Contractor without being limited to considerations of social and driving records. In this regard, the Contractor will ensure that it receives periodic reports from the local police department and/or State and/or Federal law enforcement agencies concerning the lack of convictions of drivers for felonies or child or other abuses. With respect to child abuse clearances, in accordance with the provisions of New York State Social Services Law §424-a, the Contractors shall screen all drivers and monitors through the child abuse registry, and the Contractors shall maintain a record of submissions and clearances. Such reports shall be requested received by the Contractor no less than annually.
- K. The Operator shall register with the NYS Department of Motor Vehicles' Driver Certification Unit as a contract holder with the Seneca Nation Transit Manager.

- L. The Contractor and their drivers are subject to Federal Transit Administration Drug and Alcohol Testing requirements. These requirements are included on FTA's web site at www.fta.dot.gov.

VIII. TERMINATION OF AGREEMENT

- A. Termination for Convenience – This Agreement may be terminated by either party upon no less than ninety (90) days written notice, without cause. Said notice shall be delivered by registered or certified mail, return receipt requested, or in person with proof of delivery.
- B. Termination by Reason of Withdrawal of Funding – At the Nation's sole discretion, this Agreement may be terminated by the Nation in the event that all or any of the Federal, State, or local funding of the Service is withdrawn or terminated.
- C. Termination or Suspension – If the contractor, before completion, discontinues the project services, or if for any reason, the commencement, prosecution, or timely completion of the project by the contractor is rendered improbable, impossible, or illegal, or if the contractor defaults or fails to perform the work in accordance with this Agreement, the Nation, by written notice to the contractor, may terminate any or all of the Seneca Nation's obligations under this Agreement or may suspend any or all of its obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.
- D. Upon receipt of any such notice or termination or suspension, the contractor shall promptly carry out the actions required by such notice which may include any or all of the following: (1) termination or suspension of project activities and such other action as the Nation deems necessary; and (2) furnishing a status report of the project activities and a proposed schedule, plan, and budget for terminating or suspending the project.
- E. If the contractor fails to furnish, within a reasonable time, a schedule, plan, and budget for the termination or suspension of the project, the termination or suspension shall be carried out in accordance with such terms and conditions as the Nation may impose.
- F. Events of Default
- i. Failure of the contractor to provide the services in a manner which enables the Nation and the contractor to remain in substantial compliance with the requirements of applicable Federal and State laws, rules and regulations, and with requirements of local ordinance and related rules and regulations
 - ii. Willful falsification of data supplied to the Nation during operations, including by way of example but not by way of exclusion, dispatch data, response time data, financial data, or falsification or deliberate omission of any other data required under this Agreement.
 - iii. Deliberate and unauthorized scaling down of operations to the detriment of performance after notice to the contractor of the termination of the Agreement through competitive award of this service to another organization.
 - iv. Willful attempts by the contractor to intimidate or otherwise punish employees who desire to interview with or sign contingent employment agreements with competing Proposers during a subsequent Proposal cycle.
 - v. Chronic and persistent failure of the contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.

- vi. Failure by the contractor to furnish key personnel of quality and experience.
- vii. Failure by the contractor to cooperate with and assist the Nation in its takeover of the contractor's operations after a breach has been declared and confirmed by the Nation, as provided herein, even if it is later determined that such breach never occurred or that cause of such breach was beyond the contractor's control.
- viii. Abuse of the contractor's position to enhance the organization's profits, directly or indirectly through an outside business entity, at the expense of the Nation, by way of such practices as bias in trip assignment, receiving commissions, discounts, kickbacks, or other consideration from third parties.

IX. INSURANCE REQUIREMENTS

- A. Each proposer must have the following minimum insurance coverage. If a proposer's policy does not strictly comply with these insurance specifications, then he/she must submit a Certificate of Insurance verifying that coverage meets or exceeds the following:
 - i. Comprehensive General Liability – \$2,000,000 aggregate; \$1,000,000 per occurrence.
 - ii. Automotive Liability Insurance – Primary coverage of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.
 - iii. Property Damage - \$1,000,000.00.
 - iv. Excess Umbrella Liability Coverage - \$2,000,000.00.

(Insurance Requirements for this contract is Classification "F")

Seneca Nation shall be included as an additional insured on all Certificates of Insurance. These Certificates (Acord 25 form) shall be included as part of the sealed response to this RFP. There must be a certification attesting that the policy will not be canceled or allowed to expire without 60 days prior notice to the Seneca Nation of Indians. Insurance certificates must show the expiration date of the policy. The policy should cover the duration of the entire term of the Contract. The Successful Proposer shall provide the Nation with a copy of all relevant policies clearly stating that the Seneca Nation of Indians has been added as an additional insured.

- B. The Successful Proposer will take out and maintain, during the life of this contract, adequate Workers' Compensation Insurance, at not less than statutory rates, for all of the employees who will be engaged in work under this contract in compliance with the Compensation Law of the State of New York. A copy of this insurance, on form C 105.2, shall be submitted to the Seneca Nation of Indians prior to onset of the contract (listing of this insurance on the Acord 25 form is not adequate).
- C. The Successful Proposer will take out and maintain, during the life of this contract, adequate Disability insurance, at not less than the statutory rate, for all employees who will be engaged in work under this contract. A copy of this insurance, on form DB-120.1, shall be submitted to the Seneca Nation of Indians Prior to onset of the contract (listing of this insurance on the Acord 25 form is not adequate).

X. FUEL

- A. The Seneca Nation shall provide fuel for the operation of vehicles used in the provision of transportation services. Fuel can be obtained from the Seneca Nation Enterprise fuel stations

(Seneca One Stop) at locations on both the Cattaraugus and Allegany Territories of the Seneca Nation. In response to this RFP, the Seneca Nation requests hourly prices for the operation of the service using Seneca Nation fuel for Seneca Nation-owned buses, as well as Contractor-owned wheelchair-equipped 16 passenger bus using Seneca Nation fuel. If the Contractor needs to use either a Seneca Nation-owned vehicle or a Contractor-owned vehicle to provide service and it is not possible to fuel said vehicle with Seneca Nation fuel as described by the RFP, the successful bidder will have the option of providing their own fuel for the operation of that vehicle used in the provision of transportation services. The Seneca Nation reserves the right to approve the use and expenditure reimbursement for the use of contractor-purchased fuel in the provision of scheduled STS services. The Contractor will provide copies of fuel expenditure receipts and a written explanation and justification for the use of contractor-purchased fuel to the Manager of the Seneca Transit System for the purpose of review and approval of documentation prior to reimbursement for contractor purchased fuel. With the approval of the Transit Manager, the contractor will be reimbursed for the purchase of fuel used in the delivery of scheduled STS services.

- B. The purchase and use of Seneca Nation fuel shall **NOT** be reflected in the hourly rate using Seneca Nation-owned buses or Contractor-owned buses. The Seneca Nation shall provide a monthly allocation of fuel at specified locations for the Contractor's use. The Seneca Nation reserves the right to review the monthly fuel usage associated with the provision of scheduled STS services to determine if the monthly fuel usage is reasonable for the number of hours and miles of STS services provided. If requested, the Contractor may be requested to justify the monthly fuel usage if the amount reported appears unreasonable.
- C. Seneca Nation fuel shall be utilized only for service along routes. Seneca Nation fuel shall not be used for any services outside of the service routes including but not limited to maintenance activities, vehicle replacements, etc. Fuel use by the Contractor shall be in accordance with the Seneca Nation Fiscal policy.

XI. RATES AND SCHEDULE REQUIREMENTS

- D. Respondents to this Request for Proposals shall provide hourly rates to provide public transportation bus service between the Village of Irving, the City of Salamanca, and the Village of Steamburg and the environs of the Cattaraugus and Allegany Territories of the Seneca Nation of Indians and Cattaraugus County and the Allegany Territory Circulator service during the term **October 1, 2026** through **September 30, 2027**. These bus services will operate Monday through Saturday, except for specified holidays. Hourly rates should provide detail as to their derivation (maintenance, insurance, administration...). The successful bidder will supply a monthly invoice to the Seneca Nation detailing hourly rate as well as the hours of service provided in a particular month. The Seneca Nation will make every attempt to remit payment in a timely manner. In the event an invoice is contested, for any reason, the Seneca Nation and the successful bidder will be required to provide notice and reason for the contest within sixty (60) calendar days of the invoice date. If, after sixty calendar days, neither party provides notice of contest then all future challenges to the invoice will be invalid.
- E. The desired public transportation service is specified in the Schedule of Operations in ***Section B***.
- F. Respondents to this RFP are requested to provide hourly rates to provide scheduled Seneca Transit System services using Seneca Nation-owned vehicles and contractor-owned vehicles when Seneca Nation-owned vehicles are not available to provide scheduled Seneca Transit System services. The

hourly rates submitted in response to this RFP shall include all costs associated with the operation of the vehicles to provide scheduled Seneca Transit System services including maintenance, wages, fringe benefits, service, administration, overhead, G&A, insurance, fee/markup, etc.

- G. In that the services operated by the third-party contract operator for the Seneca Transit System enter into the Buffalo Urbanized Area, bus operators employed by the third-party contract operator selected in response to this Request for Proposal will be paid an hourly wage that is competitive with the hourly rates for bus operators that are employed to provide public transit services in the Buffalo Urbanized Area, within the entire service area of the Seneca Transit System, and other regional transit operations. Respondents to this RFP are expected to research the hourly rates paid to bus operators in the Buffalo Urbanized Area as well as other regional transit operations to include a competitive hourly rate for bus operators in the proposal as submitted. The hourly rates proposed by respondents to this RFP will include the requested competitive hourly rates. Responses to this Request for Proposal should indicate the specific hourly rates that will be paid to bus operators under the contract that will be awarded in response to this RFP and demonstrate the competitive nature of the proposed hourly rates. The hourly rates that will be paid to bus operators and supporting justification will be included within the Proposal Evaluation Factors as detailed in Exhibit B-7.
- H. The pricing form to identify the requested hourly rates is detailed in *Section B*.
- I. The contract award will be made by the Seneca Nation after consideration of proposal evaluation factors. The Nation reserves the right to amend awarded services by increasing or decreasing hours or days of service in accordance with the hourly rates provided by the Respondent in *Section B*.
- J. All passengers riding on the vehicles are to board and be discharged at designated stops. However, the vehicle is required to stop when flagged down by passengers along the route and allow such passengers to board, and the vehicle is required to stop when a passenger on board requests, and permit that passenger to debark, provided it is safe to do so.
- K. As indicated in this RFP, the Contractor will be responsible for collecting cash and other fares, sorting the different fares as instructed, summarizing the fares received, and reporting all fares received to the Nation. Specifically, the only sum to be received by the Contractor under this RFP is the daily rate to be paid for the operation of the Vehicle.
- L. The preliminary schedule of operation is as set forth in *Section B*. However, the Nation and the Transit Manager reserve the right to alter the schedule and to increase or decrease the number of days on which the vehicles are to be run, to increase or decrease the number of hours of operation on any given day, and to alter the routes and/or the stops.

XII. FINANCIAL AND REPORTING

- A. Contractors must bill on Seneca Nation of Indians vouchers, as applicable.
- B. All invoices with respect to services hereunder shall be presented not later ten (10) days after close of the month during which such services were performed.
- C. Each day, at the time and at the place designated by the Transit Manager, the Contractor will give all fares collected (whether passes or other collectable items issued by individual departments or agencies of the Seneca Nation or other municipalities or institutions, or in cash) to the Seneca

Nation consistent with Seneca Transit System fare collection and cash management policies and procedures.

D. Statistical Reporting

1. The contractor will prepare daily trip sheets and maintain accurate records of all the transportation services provided pursuant to this Agreement and will assist the Seneca Nation in the preparation of reporting forms for Federal and State funding agencies. The Statistical Report shall be submitted each month at the same time as the Invoice for Services. If the Seneca Nation opts to initiate the operation of an additional bus route, statistics will be reported for each route. These records shall include, but are not limited to:
 - i. Number of Days in Service during the Month
 - ii. Number of Total Passengers
 - iii. Number of Revenue Passengers
 - iv. Number of Non-Revenue Passengers
 - v. Number of Passengers by Fare Type, including passes
 - vi. Source of pass accepted, including serial numbers
 - vii. Fare Box Revenue by Route
 - viii. Number of Total Vehicle Miles
 - ix. Number of Vehicle Revenue Miles
 - x. Number of Non-revenue (deadhead) Miles
 - xi. Number of Total Vehicle Hours
 - xii. Number of Vehicle Revenue Hours
 - xiii. Number of Non-revenue (deadhead) Hours
 - xiv. Any additional statistics required to meet the objectives and requirements of STOA (on a monthly basis)
2. The contractor shall also report to the Nation, daily, the following:
 - i. Number of Route Deviation Trip Requests
 - ii. Ridership Reports completed by drivers on Seneca Nation report template
 - iii. Number of Missed Trips
 - iv. Synopsis of Customer Comments and Complaints identifying type of comment or complaint and complaint resolution.
3. The contractor shall also report to the Nation safety data, on an annual basis required for reporting, the following:
 - i. Total Incidents (Fatality, injury or property damage in excess of \$25,000)
 - ii. Total Fatalities (Loss of life)
 - iii. Total Injuries (Requires immediate medical attention)
4. Reporting is subject to periodically change based on NYSDOT and FTA requirements. The contractor shall provide all necessary data and reporting as necessary to satisfy NYSDOT and FTA requirements.

XIII. PAST PERFORMANCE

In the review of all proposals, past performance and references from other projects (see Section III (B) and (C)) will be considered in making the final selection of Contractors. Before final contract award is made, the Seneca Nation may conduct a performance review on each proposer likely to receive a contract

award. The contract award will be made to the highest rated proposal after consideration of proposal evaluation factors.

XIV. BID IN EXCESS OF FUNDING

The Seneca Nation of Indians reserves the right to reject all proposals if the proposals received exceed the funding allotted for the services described in this RFP. Likewise, the Nation may in any case refuse to award a contract if vehicles owned or leased or otherwise contracted for by the Nation can perform the route in question more economically.

Section B Required Services and Cost Information

Basis of Award

The following information is provided for the purpose of permitting respondents to this RFP to present their cost or bid proposal. The Seneca Nation reserves the right to alter the schedule and to increase or decrease the number of days on which the operation is to be run, to increase or decrease the number of hours of operation on any given day, and to alter the route and/or the stops.

Availability of Vehicles from the Seneca Nation of Indians

The Seneca Nation of Indians owns six (6) 16 passenger (Lot G) buses equipped with two wheelchair tie-downs which are available to provide STS services. Proposers shall provide an hourly rate (excluding fuel) to operate the specified public transportation services utilizing vehicles owned and provided by the Nation and to provide services utilizing vehicles provided by the contractor between **October 1, 2026** and **September 30, 2027**.

The Operator will make the best effort to use Seneca Nation buses for Seneca Nation services unless a Nation bus is not available, at which time the Operator will identify enough substitute or “backup” vehicles to ensure that the Service described in this RFP is not interrupted.

Days of Operation:

Cattaraugus & Allegany Inter-Territories Service to Irving, Gowanda, Dayton, Village of Cattaraugus, Little Valley, Salamanca and Steamburg and Allegany Territory Circulator Services

Services will operate along the routes described Mondays through Saturday. The service will not run on the following six holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day and New Year's Day.

Hours of Operation:

The route schedule is included in *Section B*.

The **Cattaraugus & Allegany Inter-Territories Service** to Irving, Gowanda, Dayton, Village of Cattaraugus, Little Valley, Salamanca and Steamburg bus service will include **six (6)** round trips per day **Monday** through **Saturday**. Monday through Friday round trips are estimated to require three hours and 35 minutes. Twenty-one and one-half billable hours are assumed for Monday through Friday Inter-Territory service. Saturday round trips are estimated to require three hours and 50 minutes. Twenty-three billable hours are assumed for Saturday Inter-Territory service. In total, approximately 6,679 hours of Inter-Territory service will be provided under this contract. One-way trips are estimated to require **60** miles and a round trip is estimated at **120.0** miles. Thus, the **six (6)** round trips are estimated to be **720** miles per day Monday through Saturday. Over 307 days of service, including 255 weekdays and 52 Saturdays, approximately **6,678 hours** and **221,040** miles of Cattaraugus & Allegany Inter-Territories Service will be operated.

Allegany Territory Circulator Service. The Allegany Territory Circulator operates eleven (11) round trips per day, Monday through Saturday. Round trips are estimated at approximately 16 miles and 50 minutes to complete. Nine and one-quarter (9.25) billable hours per day are provided. The eleven round trips are estimated to provide **176** miles per day, Monday through Saturday. Thus, over 307 service days, approximately **54,032** miles and **2,840** hours of revenue service will be provided for the fiscal year. In its

deliberation of proposals received and financial feasibility to implement the proposed transit services, the Seneca Nation will determine the number of daily round trips that will be operated on the Allegany Territory and indicate in the contract award the amount of service that will be provided.

The operation of STS service under this contract will begin on **October 1, 2026**. Between **October 1, 2026** and **September 30, 2027**, service will operate Monday through Saturday, except identified holidays. For the operation of the Cattaraugus and Allegany Inter-Territories and Allegany Territory Circulator services, approximately **307** days of service will be required during this time-period requiring the provision of approximately **9,518** hours and **275,072** miles of service. If the service commencement is other than the date stated, the contract amount, based on the hourly rate for service, will be adjusted accordingly.

Cattaraugus Territory Circulator Service. A new Cattaraugus Territory Circulator Service bus route may be established during the term of this contract. The initiation of the Cattaraugus Territory Circulator bus service is dependent on the completion of a Cattaraugus Territory bus route feasibility study. This feasibility study is expected to be initiated during the fiscal year ending September 30, 2026. In relation to this RFP, the new Cattaraugus Territory service is expected to commence during the term of the contract. To provide an order of magnitude and describe the possible transit service that may be desired, the Cattaraugus Territory Circulator is estimated to operate six round trips per day. Round trips are estimated at 28 miles and will require approximately one and 1/3 hours to complete. The six round trips are estimated to require 2,456 hours of service for a fiscal year. Approximately 51,576 miles of revenue service, annually, are estimated for the Cattaraugus Territory Circulator Service. The feasibility study and the cost to provide transit services will determine the number of daily round trips that will be operated on the Cattaraugus Territory and the amount of service that will be provided.

Cost Options:

As stated in the RFP, the Seneca Nation shall provide fuel for the operation of vehicles used in the provision of transportation services as a monthly allocation. Fuel can be obtained at locations on either the Cattaraugus or Allegany Territories of the Seneca Nation. Thus, the Seneca Nation requests distinct hourly prices (excluding fuel) for the operation of the service. Proposers are requested to provide hourly rates to provide the aforementioned bus service as follows:

- 1) Using Seneca Nation-owned vehicles using Seneca Nation fuel
- 2) Using Contractor-owned vehicles using Seneca Nation fuel (16 passenger)



The cost pricing form to identify the requested hourly rates is detailed in Section B.

The proposed hourly rates will develop the cost data which will be used to evaluate the proposal submitted.

Respondents to this Request for Proposals shall provide hourly rates to provide the described **9,518** hours of bus service as requested by Items 1 and 2.

Basis of Award

The contract award will be made by the Seneca Nation after consideration of Proposal Evaluation Factors. The Proposal Evaluation Factors are listed in ***Section B***.

The hourly rate submitted by the Respondents to this Request for Proposal is one Proposal Evaluation Factor that will be considered toward the selection of a proposal and award of a contract to provide the desired services. For evaluation proposals, the Seneca Nation will consider the hourly rates submitted by Respondents to operate. Additional service may be awarded to the successful contractor at the hourly rates submitted in this proposal.

Prospective Proposers are hereby advised that the services to be provided under any contract arising from this procurement may be financed, in part, by grants provided by the Federal Transit Administration and New York State Department of Transportation and contract award is subject to the approval and availability of grant funding. In the event of withdrawal or reduction of said grant funds, a reduction or termination of the services requested pursuant to this RFP may be required.

The Seneca Nation reserves the right to award any option at its discretion. In awarding separate options, the Nation will use the hourly rate to determine the cost of options and the amount of the award. The Nation will reimburse services provided at the hourly rate for each awarded option.

Required Federal Transit Administration and New York State contract clauses and certifications are included in the Contract Documents. All applicable laws, rules, and regulations shall apply to the contract awarded to, and to be executed by, the Successful Bidder. Contract award related to this Request for Proposal is subject to review and approval of NYSDOT.

Exhibit B-1 Bus Route Schedule

MAIN LINE FROM IRVING TO STEAMBURG																	
Irving to Steamburg Main Line Reads Left to Right																	
Steamburg to Irving Main Line Reads Left to Right																	
ZONE 1									ZONE 2								
SENECA ONE STOP - IRV	SHALE - IRV	CITY COMMUNITY CENTER	EGIC	SNI LAUNDROMAT	WILLIAM SENECA BUILDING	OAKTREE	CITY HEALTH CENTER	WINNE BETTE BUILDING	VILLAGE OF CATTARAUGUS	CITY COUNTY BUILDING	SENECA ONE STOP - SAL	IRV HEALTH CENTER	SENECA ALLIANCE ADMIN BUILDING	STEAMBURG COMMUNITY CENTER	TURTLE PT CAVE	INDIANS CAMPGROUND	
6:15 AM	6:17 AM	6:30 AM	6:31 AM	6:32 AM	6:34 AM	6:35 AM	6:36 AM	6:37 AM	7:13 AM	7:23 AM	7:33 AM	7:36 AM	7:38 AM	7:55 AM	7:59 AM	8:03 AM	
8:13 AM	8:15 AM	8:28 AM	8:29 AM	8:30 AM	8:32 AM	8:33 AM	8:34 AM	8:35 AM	9:11 AM	9:21 AM	9:31 AM	9:34 AM	9:36 AM	9:53 AM	9:57 AM	10:01 AM	
10:31 AM	10:33 AM	10:46 AM	10:47 AM	10:48 AM	10:50 AM	10:51 AM	10:52 AM	10:53 AM	11:29 AM	11:39 AM	11:49 AM	11:52 AM	11:54 AM	12:11 PM	12:15 PM	12:19 PM	
1:04 PM	1:06 PM	1:19 PM	1:20 PM	1:21 PM	1:23 PM	1:24 PM	1:25 PM	1:26 PM	2:02 PM	2:12 PM	2:22 PM	2:25 PM	2:27 PM	2:44 PM	2:48 PM	2:52 PM	
4:07 PM	4:09 PM	4:22 PM	4:23 PM	4:24 PM	4:26 PM	4:27 PM	4:28 PM	4:29 PM	5:05 PM	5:15 PM	5:25 PM	5:28 PM	5:30 PM	5:47 PM	5:51 PM	5:55 PM	
7:05 PM	7:07 PM	7:20 PM	-	7:22 PM	-	7:25 PM	-	7:27 PM	8:03 PM	-	8:23 PM	-	-	8:45 PM	8:49 PM	8:53 PM	

FROM STEAMBURG TO IRVING																	
ZONE 2									ZONE 1								
INDIANS CAMPGROUND	TURTLE PT CAVE	STEAMBURG COMMUNITY CENTER	SENECA ALLIANCE ADMIN BUILDING	IRV HEALTH CENTER	SENECA ONE STOP - SAL	CITY COUNTY BUILDING	VILLAGE OF CATTARAUGUS	IRV VALLEY CLINIC	WINNE BETTE BUILDING	CITY HEALTH CENTER	OAKTREE	WILLIAM SENECA BUILDING	SNI LAUNDROMAT	EGIC	CITY COMMUNITY CENTER	SHALE - IRV	SENECA ONE STOP - IRV
6:15 AM	6:19 AM	6:23 AM	6:40 AM	6:42 AM	6:45 AM	6:55 AM	7:05 AM	7:28 AM	7:41 AM	7:42 AM	7:43 AM	7:44 AM	7:46 AM	7:47 AM	7:48 AM	8:01 AM	8:03 AM
8:13 AM	8:17 AM	8:21 AM	8:38 AM	8:40 AM	8:43 AM	8:53 AM	9:03 AM	9:26 AM	9:39 AM	9:40 AM	9:41 AM	9:42 AM	9:44 AM	9:45 AM	9:46 AM	9:59 AM	10:01 AM
10:31 AM	10:35 AM	10:39 AM	10:56 AM	10:58 AM	11:01 AM	11:11 AM	11:21 AM	11:44 AM	11:57 AM	11:58 AM	11:59 AM	12:00 PM	12:02 PM	12:03 PM	12:04 PM	12:17 PM	12:19 PM
1:04 PM	1:08 PM	1:12 PM	1:29 PM	1:31 PM	1:34 PM	1:44 PM	1:54 PM	2:17 PM	2:30 PM	2:31 PM	2:32 PM	2:33 PM	2:35 PM	2:36 PM	2:37 PM	2:50 PM	2:52 PM
4:07 PM	4:11 PM	4:15 PM	4:32 PM	4:34 PM	4:37 PM	4:47 PM	4:57 PM	5:20 PM	5:33 PM	5:34 PM	5:35 PM	5:36 PM	5:38 PM	5:39 PM	5:40 PM	5:53 PM	5:55 PM
7:05 PM	7:09 PM	7:13 PM	-	-	7:35 PM	-	7:55 PM	8:18 PM	8:31 PM	-	8:33 PM	-	8:36 PM	-	8:38 PM	8:51 PM	8:53 PM

Exhibit B-2

Bus Route Map

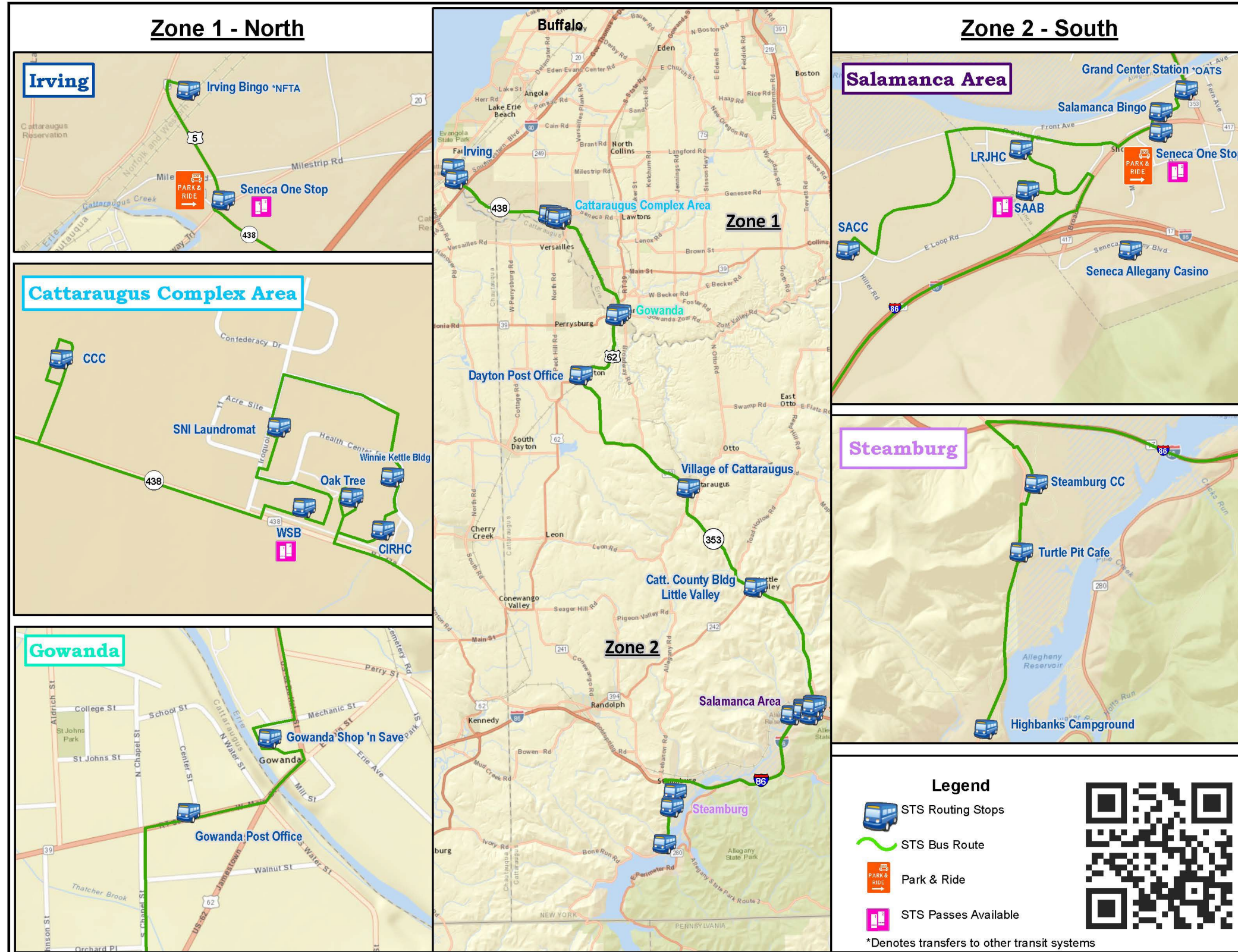


Exhibit B-3

Circulator Schedule

Allegheny Territory Circulator

**MONDAY - FRIDAY
ALLEGHENY CIRCULATOR**

	7:15AM	8:05AM	8:55AM	10:25AM	11:15AM	1:05PM	1:55PM	2:45PM	4:25PM	5:15PM	6:05PM
ACC	7:15AM	8:05AM	8:55AM	10:25AM	11:15AM	1:05PM	1:55PM	2:45PM	4:25PM	5:15PM	6:05PM
LRJ Health Center	7:19AM	8:09AM	8:59AM	10:29AM	11:19AM	1:09PM	1:59PM	2:49PM	4:29PM	5:19PM	6:09PM
Admin Building	7:21AM	8:11AM	9:01AM	10:31AM	11:21AM	1:11PM	2:01PM	2:51PM	4:31PM	5:21PM	6:11PM
Seneca One Stop	7:23AM	8:13AM	9:03AM	10:33AM	11:23AM	1:13PM	2:03PM	2:53PM	4:33PM	5:23PM	6:13PM
Parkview	7:26AM	8:16AM	9:06AM	10:36AM	11:26AM	1:16PM	2:06PM	2:56PM	4:36PM	5:26PM	6:16PM
Rite Aid	7:29AM	8:19AM	9:09AM	10:39AM	11:29AM	1:19PM	2:09PM	2:59PM	4:39PM	5:29PM	6:19PM
Save A Lot	7:31AM	8:21AM	9:11AM	10:41AM	11:31AM	1:21PM	2:11PM	3:01PM	4:41PM	5:31PM	6:21PM
44 Seneca	7:33AM	8:23AM	9:13AM	10:43AM	11:33AM	1:23PM	2:13PM	3:03PM	4:43PM	5:33PM	6:23PM
Sullivan Hollow	7:43AM	8:33AM	9:23AM	10:53AM	11:43AM	1:33PM	2:23PM	3:13PM	4:53PM	5:43PM	6:33PM
44 Seneca	7:51AM	8:41AM	9:31AM	11:01AM	11:51AM	1:41PM	2:31PM	3:21PM	5:01PM	5:51PM	6:41PM
Save A Lot	7:53AM	8:43AM	9:33AM	11:03AM	11:53AM	1:43PM	2:33PM	3:23PM	5:03PM	5:53PM	6:43PM
Vets Park	7:57AM	8:47AM	9:37AM	11:07AM	11:57AM	1:47PM	2:37PM	3:27PM	5:07PM	5:57PM	6:47PM
Admin Building	7:59AM	8:49AM	9:39AM	11:09AM	11:59AM	1:49PM	2:39PM	3:29PM	5:09PM	5:59PM	6:49PM
LRJ Health Center	8:01AM	8:51AM	9:41AM	11:11AM	12:01PM	1:51PM	2:41PM	3:31PM	5:11PM	6:01PM	6:51PM
ACC	8:05AM	8:55AM	9:45AM	11:15AM	12:05PM	1:55PM	2:45PM	3:35PM	5:15PM	6:05PM	6:55PM

TURN AROUND

TURN AROUND

Circulator Reads Top to Bottom

Exhibit B-5

Basis of Estimated Miles and Hours

October 1, 2026 to September 30, 2027				
Cattaraugus & Allegany Territories, Irving, Gowanda, Dayton, Village of Cattaraugus, Little Valley, Salamanca, Steamburg				
ESTIMATED Miles (Mon.-Fri.)		ESTIMATED Miles (Sat.)		Total
One-Way Trip Miles	60.0	One-Way Trip Miles	60.0	
Miles/Round Trip	120.0	Miles/Round Trip	120.0	
Number Round Trips/Day	6.0	Number Round Trips/Day	6.0	
Miles/Day	720.0	Miles/Day	720.0	
Number Service Days (Mon. - Fri.)	255.0	Number Service Days (Mon. - Fri.)	52.0	
<u>Subtotal Miles</u>	<u>183,600.0</u>	<u>Subtotal Miles</u>	<u>37,440.0</u>	<u>221,040.0</u>
Total Miles	183,600.0	Total Miles	37,440.0	221,040.0
ESTIMATED Hours (Mon.-Fri.)		ESTIMATED Hours (Sat.)		
Hours/One-Way Trip	1.8	Hours/One-Way Trip	1.9	
Hours/Round Trip	3.6	Hours/Round Trip	3.83	
Number Round Trips/Day	6.0	Number Round Trips/Day	6.0	
Hours/Day	21.5	Hours/Day	23.0	
Number Service Days (Mon. - Fri.)	255.0	Number Service Days (Sat.)	52.0	
Subtotal Hours	5,483	Subtotal Hours	1,196	6,679
Total Hours	5,483	Total Hours	1,196	6,679
Allegany Territory Service				
One-Way Trip Miles	8.0	One-Way Trip Miles	8.0	
Miles/Round Trip	16.0	Miles/Round Trip	16.0	
Number Round Trips/Day	11.0	Number Round Trips/Day	11.0	
Miles/Day	176.0	Miles/Day	176.0	
Number Service Days (Mon. - Fri.)	255.0	Number Service Days (Sat.)	52.0	
<u>Subtotal Miles</u>	<u>44,880.0</u>	<u>Subtotal Miles</u>	<u>9,152.0</u>	<u>54,032.0</u>
Total Miles	44,880.0	Total Miles	9,152.0	54,032.0
ESTIMATED Hours (Mon.-Fri.)		ESTIMATED Hours (Sat.)		
Hours/One-Way Trip	0.42	Hours/One-Way Trip	0.42	
Hours/Round Trip	0.83	Hours/Round Trip	0.83	
Number Round Trips/Day	11.0	Number Round Trips/Day	11.0	
Hours/Day	9.250	Hours/Day	9.250	
Number Service Days (Mon. - Fri.)	255.0	Number Service Days (Sat.)	52.0	
Subtotal Hours	2,359	Subtotal Hours	481	2,840
Total Hours	2,359	Total Hours	481	2,840
Total System Miles (est.)				
Cattaraugus & Allegany Territories et al	183,600.0	Cattaraugus & Allegany Territories et al	37,440.0	221,040.0
<u>Allegany Territory</u>	<u>44,880.0</u>	<u>Allegany Territory</u>	<u>9,152.0</u>	<u>54,032.0</u>
Total Miles	228,480.0	Total Miles	46,592.0	275,072.0
Total System Hours (est.)				
Cattaraugus & Allegany Territories et al	5,483	Cattaraugus & Allegany Territories et al	1,196	6,679
<u>Allegany Territory</u>	<u>2,359</u>	<u>Allegany Territory</u>	<u>481</u>	<u>2,840</u>
Total Hours	7,841	Total Hours	1,677	9,518

§ *There are three (3) annual special events (Marvin Curry Pow Wow, Catt. County Fair and Seneca Nation Fall Festival)*

§ *Service days do not include these six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day*

Exhibit B-6


Cost Pricing Form

Cattaraugus & Allegany Inter-Territories Service to Irving, Gowanda, Dayton, Village of Cattaraugus, Little Valley, Salamanca and Steamburg and Allegany Territory Circulator.

Fixed Route/Route Deviation Bus Service Pricing

Item 1: Seneca Nation Owned Vehicles Using Fuel Purchased from the Seneca Nation


Cost price Per Hour for the described service with the contractor providing the driver. The 16-18 passenger bus used in service and the spare bus will be provided by the Seneca Nation. Fuel used in the operation of service will be provided by the Seneca Nation. Fuel shall be excluded from the hourly rate. The hourly rate should include all costs associated with the operation of the vehicles to provide scheduled Seneca Transit System services including but not limited to maintenance, wages, fringe benefits, service, administrative, overhead, G&A, insurance, fee/markup, etc.

9,518 Service Hours/275,072 Service  Miles

Contractor Hourly Rate - Seneca Nation Owned Vehicles: _____

Item 2: Contractor Owned Vehicles Using Fuel Purchased from Seneca Nation

Cost price Per Hour for the described service with the contractor providing the vehicle and driver. The passenger bus will be equipped with a wheelchair to meet ADA requirements. Fuel used in the operation of service will be provided by the Seneca Nation. The hourly rate should include all costs associated with the operation of the vehicles to provide scheduled Seneca Transit System services including but not limited to maintenance, wages, fringe benefits, service, administrative, overhead, G&A, insurance, fee/markup, etc.

9,518 Service Hours/275,072 Service  Miles


Contractor Hourly Rate - Contractor Owned Vehicles: _____ 

Exhibit B-7

Proposal Evaluation Factors

Proposal Evaluation Factors and associated factor weights are provided below. Respondents are requested to provide information in response to this RFP that will demonstrate the firm's capabilities and responsiveness to the listed factors, by which, proposals will be evaluated. Information submitted shall be limited to 20 pages.

The contract award will be made by the Seneca Nation of Indians after consideration of proposal evaluation factors.

Proposal Evaluation Factors

Proposal Submitted By:		Excellent	Very Good	Good	Fair	Poor	Deficient	Total Score
Proposal Evaluation Factors	Factor Weight	100%	80%	60%	40%	20%	0%	
Proven experience in Federal Transit Administration and NYSDOT and STOA compliant fixed route and route deviation public transportation service management and operational capabilities, management strategies, and operational experience in a public transit environment similar to the proposed services. Transportation of social service clients or school children does not satisfy the requested experience.	30							0
Proven maintenance record and facilities to maintain vehicles owned and provided by the Seneca Nation	20							0
List of Backup Vehicles. Contractor owned vehicles to supplement STS owned buses to provide scheduled and unscheduled service. Age and condition of contractor owned vehicles will be evaluated	20							0
Demonstration of means and examples to provide reports at monthly meetings on the operations of the Seneca Transit System including but not limited to monthly maintenance records, including compliance with reporting requirements detailed in the STS Transit Asset Management System plan, passenger behavior incidents, schedule adherence, dispatching issues, and ridership statistics.	10							0
Qualifications of staff proposed, including experience and record of accomplishments of Project manager and other project personnel proposed to service Agreement. All personnel identified in the organizational flow chart as requested under Section III. Credentials will be evaluated under this factor.	20							0
Staffing Plan demonstrates ability to effectively and efficiently provide services and operational support required to operate the system.	10							0
Demonstration of staff program training including but not limited to Route Training, Customer Service, Disability Awareness, Passenger Assistance, Driver Awareness, First Aid, CPR, operation of technological equipment installed on buses, etc.	10							0
Cost of providing services pursuant to Agreement	30							0
Efforts to hire enrolled Seneca and Native American personnel to perform contract work	10							0
Hourly rates paid to bus operators and illustration to demonstrate competitive nature of proposed hourly rates to regional operations	20							0
Financial stability and capabilities of CONTRACTOR	10							0
Completeness of the proposal submitted and compliance with Agreement requirements, such as DBE/EEO, Drug Testing , etc.	10							0

Provide three (3) References from previous or current contracts, whereby the Respondent provided similar fixed-route, route deviation public transportation services to a municipal organization or a Tribal organization subsidized by the Federal Transit Administration	10							0
Contractor's plan to effect a smooth transition from current operations	5							0
Contractor's ability to provide administrative services and operational support from local office area	5							0
Total Score	220							0

Score: Record Factor Weight under Rating of Proposal to Factor

Excellent 100% Meets all requirements; reflects significant enhancements or strengths as compared to minimum levels of acceptability; few if any offsetting weaknesses.

Very Good 80% Meets all requirements; reflects some enhancements or strengths; few if any offsetting weaknesses.

Good 60% Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.

Fair 40% May contain significant weaknesses, only partially offset by less pronounced strengths; should meet all minimum requirements, but some areas of doubt exists.

Poor 20% Serious doubt exists about ability to meet minimum needs but may be sufficient; significant weaknesses throughout, off-setting strengths.

Deficient 0% Will not meet minimum standards

Appendix A

Bid/Proposal Performance Contract with the Seneca Nation of Indians

TO: Seneca Nation of Indians, Irving, New York, hereinafter called the Nation.

The undersigned, desiring to interpose a proposal to provide Public Transportation Bus Service between the Village of Irving, the City of Salamanca, and the Village of Steamburg, the environs of the Cattaraugus and Allegany Territories of the Seneca Nation of Indians, and Cattaraugus County does hereby accept all terms, conditions, and agreements contained and set forth in the Public Notice, General Information, Additional Terms and Conditions, Material to be Submitted, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Proposal for performance of Contract with the Seneca Nation of Indians and does hereby certify and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this proposal is accepted, he/she will contract with the Nation, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the bid prices set forth on the following specification sheets.

If this proposal is accepted by the Seneca Nation of Indians and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the Nation to him/her, then the Nation may at its option, determine that the bidder has abandoned his/her right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Individuals or partnership bids only)

INDIVIDUAL, PARTNERSHIP OF CORPORATE USE

The undersigned certifies, under penalty of perjury, that he is fully authorized to sign this bid.

Name and Address of Bidder:

Authorized Signature and Title

_____ Signature
_____ Title
_____ Date

Appendix B

**Waiver of Immunity Pursuant to Section 103a
of the General Municipal Law of the State of New York**

The Operator and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

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

(b) Any and all contracts made with the Seneca Nation or any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the Seneca Nation or municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the Seneca Nation or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Authorized Signature for Proposer

Title

Date

(Corporate Seal, if any)
(If no seal, write "No Seal"
across this place and sign)

Appendix C

Certification of Bidder/Proposer Regarding Equal Employment Opportunity

This certification is required pursuant to Executive Order 11246 (30F.R.1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub-contract subject to the Equal Opportunity Clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER:

Bidder's Name: _____

Address and Zip Code: _____

1. Has bidder participated in a previous contract or sub-contract subject to the Equal Opportunity Clause?

Yes ___ No ___

If answer is yes, identify the most recent contract: _____

2. Were compliance reports required to be filed in connection with such contract or sub-contract?

Yes ___ No ___

If answer is yes, identify the most recent contract: _____

a. Has bidder filed all compliance reports due under applicable instructions?

Yes ___ No ___ None Required ___

4. If answer to Item 2.a is "No", please explain in detail.

CERTIFICATION: The information above is true and complete to the best of my knowledge and belief.

Signature Date Name & Title Typed

Appendix D

Iranian Energy Divestment Certification

Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case-by-case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

Appendix E

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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

Appendix F

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing Business As (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the

certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: _____

Print Name and Title:

Appendix G

Legal Status Information

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Area Code _____ Telephone _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Area Code _____ Telephone _____

CONTRACT TO BE SENT TO: _____ Principal Office
_____ Local Office

CHECK ONE: _____

Corporation _____

Partnership _____

Individual _____

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authority to do business in the State of New York:

Yes _____ No _____ Not Applicable _____)

TRADE NAMES: _____

NAMES AND ADDRESSES OF PARTNERS:

NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF BIDDER:

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT

Appendix H

Non-Collusive Bidding and Ineligible Proposal Certification(s)

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under penalties of perjury.

Pursuant to Section 103-d of the General Municipal Law.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each 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 its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

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

No attempt has been made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(for use of individual bidder)

IN WITNESS WHEREOF, I, _____, doing business under the style and name of _____ at _____ have hereunto subscribed my name under the penalties of perjury at _____ on this ____ day of _____, 20__.

d/b/a _____

(for use of partnership bidder)

IN WITNESS WHEREOF, this non-collusive bidding certification has been subscribed, under penalties of perjury, at _____ on this ____ day of _____, 20__, by _____ one of the partners or co-partners of the partnership composed of _____ and _____ Doing business under the style, partnership and firm name of _____ At _____.

Partnership Name

By _____

Co-Partner

(for use of corporate bidder)

RESOLVED, that _____ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project _____ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its board of directors held on the _____ day of _____, 20__.

Dated at _____ on this _____ day of _____, 20__

(SEAL OF THE CORPORATION)

Secretary

Name of Bidder

INELIGIBLE CONTRACTOR

The _____ here certifies that it is/is not (circle one) included on the U.S. Comptroller General’s Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

By: _____
Authorized Official Signature

Appendix I

Bid/Proposal Form

I _____ as a duly authorized representative
(Name)

of _____ do hereby agree to provide transportation
(Company)

services to the Seneca Nation of Indians for the above-mentioned rates in complete compliance with Federal, New York State, and the laws of the Seneca Nation of Indians and the terms specified in the attached RFP document.

Bidder _____ Telephone: _____

Signature _____

Name printed _____

Title _____

Date _____

Appendix J

Seneca Nation's Project Application No.

(PIN 5790.03.301)

Agreement between Seneca Nation and the State

(State Contract #C004141)

THIRD PARTY LEASE AND SERVICE AGREEMENT ***FOR CAPITAL EQUIPMENT***

THIS AGREEMENT made this ____ day of ____, between **Seneca Nation of Indians** (Sovereign Nation) (herein after referred to as "Seneca Nation" or "Nation") AND ____ (herein after referred to as "Carrier")

WITNESSETH:

WHEREAS, Section 5311 of Title 49, United States Code, provides federal financial assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the States; and

WHEREAS, this Federal Non-Urbanized Area Public Transportation program is administered by the Department of Transportation of the State of New York; and

WHEREAS, the State provides certain matching funds for capital assistance projects pursuant to Article 13 of the Transportation Law and such funds are administered by the State Department of Transportation; and

WHEREAS, the Seneca Nation is a grantee for certain capital equipment or facilities under said programs pursuant to an approved Project Application and a written Agreement with the State; and

WHEREAS, the Carrier will utilize the capital equipment obtained by the Seneca Nation to provide certain public mass transportation services pursuant to said Project Application and Agreement with the State.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Seneca Nation and the Carrier agree as follows:

1. Definitions. As used in this Agreement:

"State" means the State of New York.

"FTA" means the Federal Transit Administration of the United States Department of Transportation.

"Seneca Nation" or "Nation" refers to the Seneca Nation of Indians, a sovereign and federally recognized Nation with all the inherent rights and authority of self-governance.

“Project Application” means the federal Section 5311 capital application submitted by the Seneca Nation to, and as approved by the Commissioner for certain Capital Equipment described in Part C of this Agreement, including all project supporting information submitted therewith.

“Capital Equipment” means the vehicles, equipment and/or facilities obtained by the Seneca Nation through the federal Section 5311 program administered by the State, said equipment to be leased to the Carrier pursuant to this Agreement.

“Service Period” means the period of time set forth in Part C of this Agreement, said period to coincide with the period of useful life of the Capital Equipment.

“Scope of Work” means the authorized public mass transportation services to be provided by the Carrier during the Service Period, as described in the Seneca Nation’s approved Project Application and Part C of this Agreement.

“Commissioner” means the Commissioner of Transportation of the State of New York or the Commissioner’s duly authorized representatives.

“Department” means the New York State Department of Transportation.

2. Purpose of Agreement. The purpose of this Agreement is to provide for the lease of the Capital Equipment to the Carrier and the provision of certain public mass transportation services by the Carrier utilizing said Capital Equipment, and to state the terms, conditions and mutual understandings of the parties governing said lease, and the operation and maintenance of the Capital Equipment.

3. Documents Forming the Agreement. This Agreement consists of this document and the following listed attachments:

Part A-- Standard Provisions for All New York State Contracts (See Appendix K)

Part B-- Federal Clauses (See Appendix K)

Part C-- Scope of Work, Service Period and Financial Reimbursement

This Agreement also consists of the following documents, which are incorporated by reference:

- (a) Seneca Nation’s Project Application
- (b) Agreement Between Seneca Nation and the State

The Carrier agrees to comply with all applicable terms and conditions contained in the aforementioned documents, including all applicable rules, regulations and project supporting information and assurances of Section 5311 of Title 49, United States Code.

4. Use of Capital Equipment. The Carrier agrees that the Capital Equipment leased from the Seneca Nation in accordance with this Agreement will only be used to provide public mass transportation service(s) as these are described in the Seneca Nation’s approved Project Application and Part C of this Agreement, and that any unauthorized use of said Capital Equipment that is not in conformance with said service(s) as described therein shall be cause for the termination of this

Agreement by the Seneca Nation or the Commissioner. Use of the Capital Equipment to provide charter or sightseeing transportation service is not permitted.

The Carrier shall keep accurate records with regard to the use of the Capital Equipment and shall submit to the Seneca Nation such information or reports as the Seneca Nation may from time to time request in connection therewith. The Carrier shall immediately notify the Seneca Nation in all cases where any of the Capital Equipment is used in a manner substantially different from that required by this Agreement.

Further, the Carrier agrees to provide the annual certification of insurance described in Article 13. Also, the Carrier shall submit to the Seneca Nation such reports relative to the use of the Capital Equipment as are required by the New York State Department of Transportation.

The Capital Equipment may not, at any time, be used exclusively for the personal transportation or the private purposes of the employees, agents, representatives, clients or associates of the Seneca Nation or the Carrier. Violation of this restriction shall be cause for the immediate termination of this Agreement by the Commissioner or the Seneca Nation.

5. Maintenance of Equipment. The Carrier agrees to keep the Capital Equipment in a safe and clean condition and in good working order, and to garage or store the equipment in a secure manner. The Carrier agrees to properly maintain the equipment according to the procedures described in the manufacturer's service manual and through generally accepted bus industry practices for such equipment.

Besides this normal maintenance, the equipment should be regularly inspected by trained maintenance personnel and any problems uncovered through this inspection corrected in a reasonable time. Components of equipment should be tested regularly and kept in good working order.

In addition, the carrier agrees to comply with such other maintenance or other conditions relating to the safe and acceptable operation of the Capital Equipment, as the Seneca Nation may from time to time require.

6. Disposition of Equipment. No part of the Capital Equipment shall be sold, rendered unusable or relinquished without the express prior written approval of the Commissioner. If any Capital Equipment, or portion thereof, is so sold, other than for their replacement in such service with like facilities or equipment, the Federal and State funding shares of the proceeds from such sale will be returned to the Department. Moreover, any disposition of equipment purchase under this Agreement shall conform to established Department procedures for same in accordance with applicable federal regulations.

7. Contracts of the Carrier. The Carrier shall not execute any contract, amendment thereto, or change order, or obligate itself in any manner with any successor carrier with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Seneca Nation and the Commissioner. The Seneca Nation and the Commissioner shall require the inclusion therein of such terms and conditions as they may deem necessary or desirable to effectuate the purpose of this Agreement as a pre-requisite to their approval. Such terms and compliance with all applicable rules, regulations and project supporting requirement of Section 5311 of Title 49, United States Code, as the latter are specified in the Seneca Nation's Project Application.

8. Termination or Suspension. If the Carrier, before completion, discontinues the public mass transportation services pursuant to this Agreement or if, for any reason, the commencement, prosecution or timely completion of these services by the Carrier is rendered improbable, impossible or illegal, the Seneca Nation, by written notice to the Carrier, may terminate any or all of the Seneca Nation's obligations under this Agreement or may suspend any or all of its obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.

Upon receipt of any such notice of termination or suspension, the Carrier shall promptly carry out the actions required by such notice which may include any or all of the following: (1) termination or suspension of the use of Capital Equipment and such other action as the Seneca Nation deems necessary; (2) furnishing a status report on the physical condition of the Capital Equipment; and (3) furnishing an estimate of the current fair market value of the leased Capital Equipment.

9. Record and Documentation. The Carrier shall retain all data, reports, records, logs, and other materials and information relating to activities covered by this Agreement for a period of three (3) years following the termination date of the Service Period under this Agreement and shall make the same available to the Commissioner or the United States Secretary of Transportation or their authorized representatives, for audit, inspection and copying, upon request.

10. Approval by Commissioner. This Agreement shall not become effective unless approved in writing by the Commissioner.

11. Carrier Authorization under Federal, State and Local Law. In the event that any approval, permit, action, proceeding or authorization is required by applicable law, ordinance, rule or regulation to enable the Carrier to enter into this Agreement, or to undertake the public mass transportation services, or to observe, assume, or carry out any of the provisions of this Agreement, the Carrier will initiate and complete such action as is so required.

12. Carrier Liability. The Carrier will be responsible for all damage to life and property due to activities of the Carrier, his subcontractors, agents or employees in connection with the utilization of the Capital Equipment leased from the Seneca Nation pursuant to this Agreement. The Carrier shall indemnify and hold harmless the Seneca Nation and the State and their employees from any and all claims, actions, suits, proceedings, costs, expenses, judgements, damages, and liabilities, including reasonable attorneys' fees, arising out of or resulting from acts or omissions of the Carrier, its contractors, subcontractors, agents or employees, relating to the utilization of the Capital Equipment.

13. Insurance. The Carrier agrees to procure and maintain at his own expense, insurance of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the state Department of Transportation, covering all operations under this Agreement, whether performed by him or by subcontractor. Before operating the Capital Equipment, the Carrier shall furnish to the Seneca Nation a certificate or certificates in a form satisfactory to the Seneca Nation or showing that he has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Seneca Nation. The kinds and amounts of insurance required are as follows:

(a) Worker's Liability Insurance: Policy or policies covering the obligations of the Carrier in accordance with the provisions of any applicable worker's liability insurance including for

the state of New York, Chapter 41, Laws of 1914, as amended, known as the Worker’s Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949; this Agreement shall be void and of no effect unless the Carrier procures such policy or policies and maintains the same in force.

(b) Bodily Injury and Property Damage: Policies of bodily injury liability and property damage liability insurance in accordance with applicable State laws and regulation covering the Carrier, the Seneca Nation and the State of New York, shall be provided by the carrier at adequate limits for the protection of all parties and subject to the approval of the Seneca Nation.

(c) Theft, Fire and Collision Losses: The Carrier shall maintain, at all times, collision and comprehensive insurance so as to assure recovery of the actual cost value of the Capital Equipment, in the event of theft, damage or complete loss from fire or collision. The collision insurance may contain a deductible provision amounting to \$1,000. The Carrier agrees to return to the Seneca Nation, the Federal, State and Seneca Nation’s shares of the proceeds of any settlement on theft, fire and/or collision losses, pro-rated and the basis of each entity’s percentage contribution to the original purchase price of the Capital Equipment.

14. Inspection. During the term of this agreement, the Carrier shall permit, and require its subcontractors to permit, the Chief Executive Officer of the Seneca Nation, the Commissioner, and Secretary of the United States Department of Transportation or their authorized representatives, to inspect the condition of the Capital Equipment and the operation of said Capital Equipment in public mass transportation service and to inspect all data, records and accounts maintained by the Carrier that are required pursuant to this agreement, at any time during the normal business hours of the Carrier.

15. Terms of Agreement. The term of this Agreement shall be the entire Service Period specified in Part C of this Agreement, with the provisions of Article 9 of this Agreement remaining in effect as specified therein.

16. Sovereign Immunity. By entering into this Agreement, the Nation does not waive its sovereign immunity and nothing contained herein shall be construed as waiving the sovereign immunity of the Nation.

IN WITNESS, WHEREOF, the Seneca Nation and the Carrier have executed this Agreement by and through their respective authorized representatives, effective the day and year first above written:

FOR THE SENECA NATION:

BY _____

TITLE _____

FOR THE CARRIER:

BY _____

TITLE _____

APPENDIX K

Third-Party Agreement "Seneca Nation of Indians Agreement"

for
Federal, State, and Municipal Operating Assistance

THIS AGREEMENT made this _____ day of _____ by and between the Seneca Nation of Indians (herein after referred to as "Municipal Corporation") AND _____ (herein after referred to as "Carrier")

WITNESSETH

WHEREAS, Section 5311, Title 49, United States Code, provides for the payment of Federal financial assistance for public transportation in rural and small urban areas through a formula grant program administered by the states; and

WHEREAS, this Non-Urbanized Area Public Transportation Program is administered by the Department of Transportation of the State of New York; and

WHEREAS, the Municipal Corporation is a grantee under said Program pursuant to an approved project application and a written agreement with said Department; and

WHEREAS, the Carrier will provide certain public mass transportation services as part of this Program; and

WHEREAS, this contract is subject to the provisions of Section 119-r of the General Municipal Law of the State of New York; and

WHEREAS, pursuant to section 119-r of said Municipal Law, the Municipality is authorized to make a contract for a fair and reasonable consideration for mass transportation services to be rendered to the public by a privately-owned or operated mass transportation facility; and

WHEREAS, such power shall include but not be limited to the power to appropriate funds for payment of such consideration; and

WHEREAS, funding for the public mass transportation services provided under this contract will include but may not be limited to the aforementioned federal Section 5311 available through the formula grant program administered by the State of New York and New York State funding made available by the Statewide Transit Operating Assistance (STOA) Program and local dollars; and

WHEREAS, the Carrier agrees to comply with all Statewide Transit Operating Assistance (STOA) Program rules and regulations;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the Municipal Corporation and the Carrier agree as follows:

1. Definitions. As used in this Agreement:

"Municipal Organization" means the Seneca Nation of Indians.

"State" means the State of New York.

"Project" means the provision of certain public mass transportation services specified in the Municipal Corporation's approved Project Application and summarized in Part C.

"Project Application" means the federal Section 5311 operating assistance project application submitted by the Municipal Corporation to, and as approved by the Commissioner for the Project described in Part C of this Agreement, including all project supporting information submitted therewith;

"STOA" means New York State funding available through the State Transit Operating Assistance (STOA) program;

"local funding" means the Seneca Nation of Indian's local funding which is made available from local resources.

"Commissioner" means the Commissioner of Transportation of the State of New York or the Commissioner's duly authorized representative.

2. Purpose of Agreement. The purpose of this Agreement is to provide for the rendition of certain public transportation services by the Carrier and for the payment by the Municipal Corporation to the Carrier of certain reimbursable operating expenses of the Carrier associated with the rendition of such services.
3. Documents Comprising Agreement. This Agreement consists of this document and the following attachments:

PART A --	Federally Required Clauses
PART B--	Standard Provisions for New York State Contracts
PART C --	Project Description, Term, Funding and Payment Procedures

This Agreement also consists of the following documents, which are incorporated by reference:

- (a) Municipal Corporation's Project Application
- (b) Agreement between Municipal Corporation and the State
- (c) The Seneca Transit System (STS) request for proposal document, in its entirety including any amendments and responses to requests for clarifications.

The Carrier agrees to comply with all applicable terms and conditions contained in the aforementioned documents, including all applicable rules, regulations and project supporting information of Section 5311, Title 49, United States Code.

4. Payment to the Carrier. The Municipal Corporation agrees to pay to the Carrier the Federal Share specified in Part C of this Agreement for the Carrier's reimbursable Operating Expenses incurred in carrying out the Project, subject to any limitations applicable to such payments contained in the attachments hereto, or to laws, rules and regulations applicable thereto.
5. Records and Documentation.

The Carrier shall establish and maintain, in accordance with requirements established by the Municipal Corporation, separate account(s) for the Project, either independently or within its existing accounting system, to be known as the Project Account.

All costs charged to the Project Account shall be supported by properly executed payrolls, time records, invoices, contracts, receipts, vouchers or other acceptable documentary evidence of the nature and propriety of the charges.

Any check or order drawn by the Carrier with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Carrier stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

With respect to the public mass transportation services specified in Part C, the Carrier shall submit reports to the Municipal Corporation in a manner and form consistent with the reporting requirements stated in the Municipal Corporation's Agreement with the State for the Project for each year for which federal assistance is to be paid hereunder.

The Carrier shall also retain all data, reports, records, logs, trip tickets, and other materials and information relating to activities covered by this Agreement for a period of three (3) years following the date upon which final payment is made to the Carrier under this Agreement, and shall make the same available to the Commissioner, the State Comptroller, the United States Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, for audit, inspection and copying, upon request.

Approval by Commissioner. This Agreement shall not be effective unless approved in writing by the Commissioner.

Termination or Suspension. If the Carrier, before completion, discontinues the Project or project services, or if, for any reason, the commencement, prosecution or timely completion of the Project by the Carrier is rendered improbable, impossible or illegal, the Municipal Corporation, by written notice to the Carrier, may terminate any or all of the Municipal Corporation's obligations under this Agreement or may suspend any or all of its obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.

Upon receipt of any such notice of termination or suspension, the Carrier shall promptly carry out the actions required by such notice which may include any or all of the following: (1) termination or suspension of Project activities and such other action as the Municipal Corporation deems necessary in order to minimize the cost basis for reimbursement; (2) furnishing a status report of the Project activities and the Project Account and a proposed schedule, plan and budget for terminating or suspending the Project; and (3) furnishing an estimate of costs.

If the Carrier fails to furnish, within a reasonable time, a schedule, plan and budget for the termination or suspension of the Project, the termination or suspension shall be carried out in accordance with such terms and conditions as the Municipal Corporation may impose.

Annual Report and Audit. Upon completion of the Project, the Carrier shall complete and furnish to the Municipal Corporation such operating, service and financial data as may be requested by the Municipal Corporation to fulfill the annual reporting and other certification reporting requirements of the State or the federal Single Audit Act of 1984. Receipt of such data is a condition of the Carrier receiving the final payment for the project.

MUNICIPAL CORPORATION:

CARRIER:

BY _____ BY _____

TITLE _____ TITLE _____

DATE _____ DATE _____

Part A

Federally Required Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements – School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

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

Seismic Safety – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over \$250,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

Bus Testing – Applicability – Rolling Stock/Turnkey

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
 - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
 - D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$250,000

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 \$250,000 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.

Access to Records and Reports– Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
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 an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, 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 a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Bonding Requirements – Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - (1) 50% of the contract price if the contract price is not more than \$1 million;
 - (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (3) \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

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

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

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

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

2. The (Recipient) 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 (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the 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 more than \$5 million.

2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

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.

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

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

(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 (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) 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 (Recipient) 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 (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility

of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

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

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

Clean Air – Applicability – All contracts over \$250,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts – Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30

days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly

submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set

forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over \$250,000

(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 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (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 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 para. (2) of this section.

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

No Government Obligation to Third Parties - Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

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

If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

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

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient 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 the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its 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 recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the 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 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of 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. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of 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. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, 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 recipient determines that 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 contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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.

Civil Rights Requirements– Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over \$250,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days 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 recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - 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 recipient 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.

Patent and Rights Data –

Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) 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, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to:

(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential,

privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes “subject data” and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient’s use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and
(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government’s officers acting within the scope of their official duties,
2 The Federal Government’s employees acting within the scope of their official duties, and 3 Federal Government’s agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential,” and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552,
(2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or
(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit

laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, “Guidelines, Section 5333(b), Federal Transit Law,” 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

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 recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

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

c. If a separate contract goal has been established, 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.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. 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 recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the recipient and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.

f. The contractor must promptly notify the recipient 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 the recipient.

Prompt Payment – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, 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 request that would cause the recipient to be in violation of FTA terms and conditions.

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT

regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements:

Full and Open Competition – In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation – To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority

Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant’s objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, “Audits of States, Local Governments, and Non Profit Organizations” (replaced with [2 CFR Part 200](#), “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity’s fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration. Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with [2 CFR Part 200](#), “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Other Federal & Contract Requirements (not clauses)

Other Federal Requirements

Full and Open Competition – In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by Map-21 and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities – Contractor shall comply with Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation – To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries,” 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements For State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in 3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Part B**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 \$25,000, it shall not be valid, effective or binding upon the State until it has been

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

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

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

Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 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 (2 NYCRR § 105.4).

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a

written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal

employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix 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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).

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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
 Division of Minority and Women's Business
 Development
 633 Third Avenue
 New York, NY 10017
 212-803-2414
 email: mwbecertification@esd.ny.gov
[https://ny.newnycontracts.com/FrontEnd/Vendor
 SearchPublic.asp](https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp)

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS)
 Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise

obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

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

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

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

covered agency determines that such action is in the best interest of the State.

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to

demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or

- b) cancellation, termination or suspension of the contract, in whole or in part.

- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX 2-S
IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

PART C

PROJECT DESCRIPTION, TERM, FUNDING AND PAYMENT PROCEDURES

This project consists of operating assistance for public transportation service on and between the Territories of the Seneca Nation of Indians and adjacent land in Cattaraugus County provided by the Carrier during the time period of service commencing on October 1, 2026, and terminating on September 30, 2027.

The Federal share of the Carrier's reimbursable operating expenses to be paid by the Municipal Corporation, the Seneca Nation of Indians, to the Carrier is estimated in each of the Seneca Nation's annual Project Applications. The actual amount of the Federal Share shall be determined by an annual report completed by the Seneca Nation of Indians and furnished to the New York State Department of Transportation and shall not exceed \$126,015 for 2026 and \$126,015 for 2027, which represents the amounts estimated in the Seneca Nation's approved Project Application.

The New York State funding share is made available through the Statewide Transit Operating Assistance (STOA) program, which requires the submission of quarterly reports.

The local funding share is made available from contribution of the Seneca Nation to the operation of the Seneca Transit System (STS).

Payment Procedures:

- A. Contractors must bill on Seneca Nation vouchers, as applicable.
 - i. Consistent with the Request for Proposal documents used by the Seneca Nation of Indians for the Seneca Transit System Bus Service Proposal, the contractor will bill the Seneca Nation at the hourly rate of _____ when Seneca Nation-owned buses are used to provide STS services and the contractor will bill the Seneca Nation at the hourly rate of _____ when contractor-owned buses are used to provide STS services.
- B. All invoices with respect to services hereunder shall be presented no later than ten (10) days after close of the month during which such services were performed. Invoices not presented within such time frame shall not be paid.
- C. Based on the funding shares specified in the approved project budget, the contractor will receive the pro-rated share of total project costs assisted by the federal grant funding in each approved monthly payment.

Appendix L

**SENECA NATION APPLICATION FOR LICENSE TO DO BUSINESS
APPLICATION CHECK LIST – BUSINESS CODE**

Applicant: _____ **Date:** _____

_____ **Completed Application**

_____ **Proof of Fee(s)**

_____ **\$150.00 Non-Enrolled Member Filing Fee**

_____ **\$ 25.00 Enrolled Member Filing Fee**

_____ **Proof of Tribal Enrollment**

_____ **Certification**

_____ **Enrollment Card**

_____ **Proof of Insurance Indemnifications(s)**

_____ **Expiration Date**

_____ **Insured Location**

**SENECA NATION OF INDIANS
APPLICATION FOR LICENSE TO DO BUSINESS
BUSINESS CODE of 1988
WITHIN THE SENECA NATION TERRITORY**

Please submit two copies of this form to: Clerk, Seneca Nation of Indians

Application To Do Business As: _____

Date of Application: _____ Identification No.: _____

1. Name, Address & Telephone of Applicant:

2. Business Name, Address & Telephone:

3. Tribal Member: Yes No

4. Tribal Enrollment Number of Individual listed in Line 1:

5. Date business began or will begin operating on the Reservation: _____

6. Address where books and _____

7. Location(s) of Business: _____

8. Description of business, if not exclusively cigarette or automotive fuel sale business, please specify:

9. Title of Organization:
- Husband/Wife Co-Ownership
 - Sole Proprietorship
 - Partnership
 - Corporation
 - Joint Venture
 - Other

10. If a corporation, list tribe or state of incorporation: _____

11. Certification No.: _____

12. If a corporation or partnership, list names and addresses of all corporate officers or partners:

	Name	Address	Title	Percent Ownership
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

(Attach additional sheets if necessary)

13. Type of corporation:
(If foreign corporation, name, and address of statutory agent who shall be Reservation resident)

14. Corporation Charter (Attached) Yes No

15. Corporation By-Laws (Attached) Yes No

16. Board Membership List (Attached) Yes No

17. Previous Application _____ Previous License _____ Date: _____

18. Dates of Previous Licensed Periods: _____

19. Number of Employees: Indian _____ Non-Indian _____ Year: _____

20. Has applicant submitted proof of indemnification for personal injury or property damage through business operation?

21. Is applicant a participant in Flood Insurance Program? _____

22. Has applicant been convicted of a felony in any court in the U.S. or any state or territory?

If yes explain: _____

NOTICE: LEGAL SIGNATURE REQUIRED

Sole Proprietorship – Owner must sign

Husband and Wife Co-Ownership – Both husband and wife must sign

Partnership – All partners must sign

Corporation – List all officers and signature of all persons and one corporate officers including the officer(s) on application.

Joint Venture – Authorized signature of all persons and one corporate office organizing joint venture.

I hereby certify that the information provided in this application is true and complete to the best of my knowledge and belief. I (we) understand that any material misrepresentation will result in the denial or subsequent revocation of any business license. I (we) agree, based on the consensual and contractual relationship with the Seneca Nation, to abide by all applicable laws, regulations, and rules of the Seneca Nation of Indians. I (we) also consent to the jurisdiction of the Courts of the Seneca Nation of Indians for the purpose of enforcing any laws, regulations or rules governing this business license or the conduct of any business within the Seneca Nation of Indians' territories.

(1) _____
Printed Name Signature Title

Home Address

(2) _____
Printed Name Signature Title

Home Address

(3) _____
Printed Name Signature Title

Home Address

(4) _____
Printed Name Signature Title

Home Address

Appendix M

Intention to Bid Form

Please return this form within ten (10) business days from date of advertisement via EMAIL to:

Seneca Nation of Indians
Department of Transportation
90 Ohi:yo' Way
Salamanca, NY 14779

RE: RFP STS Bus Service

We hereby acknowledge the Seneca Nation of Indians Request for Proposal for the Seneca Transit System (STS) Bus Service and confirm that:

(Please check the appropriate box)

- We intend to submit a proposal for this RFP.
- We do not intend to submit a proposal for this RFP.

By:

Company

Date

Name

Title

Signature

Appendix N

Request for Clarification Form

Date _____

To: _____ From: _____

Attn: Tammy Jimerson Contact: _____

Email: Tammy.jimerson@sni.org Email: _____

Phone: 716.945.1790 Phone: _____

RFP: STS Bus Service Clarification No.: _____

Subject: _____

Section: _____ Page No(s): _____

Question:: (attach referenced documents, if applicable)

Suggestion:

Proposer: _____

Printed Name Signature Date

Proposer shall submit one question per page.
 All answers shall be issued via Clarification or Addendum.

Response: _____

Responder: _____

Printed Name Signature Organization Date

Appendix O

Performance Measures

Performance Measure	Description
Missed Trips/No Show	<p>A missed trip/no show is defined as</p> <ul style="list-style-type: none"> ▪ If the bus not physically run a scheduled route or deviation ▪ If a response to a replacement bus is not within the contract specified time ▪ If a route deviation is not successfully completed
Fare Collection	<ul style="list-style-type: none"> ▪ If fare collections are not correct compared to counts and recorded ridership numbers
Late Arrival/Early Departure	<ul style="list-style-type: none"> ▪ If the bus arrives late (more than 10 minutes) or leaves prior to a scheduled stop time
Failure to Stop	<ul style="list-style-type: none"> ▪ If the bus completes a rolling stop or fails to stop at all at any scheduled stop location
Communication	<p>If the contractor fails to notify the STS Transit Manager of</p> <ul style="list-style-type: none"> ▪ Any route delays more than 15 minutes ▪ Any incidents/accidents ▪ Any mechanical issues/failures ▪ Any equipment issues/failures <p>If the contractor fails to provide promotional support</p> <ul style="list-style-type: none"> ▪ Not actively promote, display or discuss active and upcoming promotions with riders ▪ Running out or promotional materials or supplies
Customer Satisfaction	<ul style="list-style-type: none"> ▪ An unexcused (valid) customer complaint in excess of five (5) per month. Customer complaints will be based on calls or written notification to dispatch or STS staff.
Incomplete/Untimely Reporting	<ul style="list-style-type: none"> ▪ If any daily, monthly or annual reporting is not completed in its entirety including but not limited to fare collection bags, daily ridership reports, STOA reports, accident reporting, etc. ▪ If reports are not submitted in accordance with contract schedules or established by the STS Transit Manager
Safety Incidents	<ul style="list-style-type: none"> ▪ More than two (2) safety related accidents or incidents within six (6) months of the contract term period ▪ More than two (2) mechanical failures within one(1) year contract term period
Safety Inspection Failure	<ul style="list-style-type: none"> ▪ Any safety inspection failures
Cleanliness	<ul style="list-style-type: none"> ▪ If the buses are not cleaned in accordance with contract schedules ▪ General appearance of uncleanliness of drivers or bus

Appendix P

FY 2026 Certifications and Assurances

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (a) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, 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.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
- (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will

receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula

Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;

- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS
FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT
PROGRAMS).**

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),

- (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
- (4) Category 09 (Formula Grants for Rural Areas),
- (5) Category 15 (Alcohol and Controlled Substances Testing), and
- (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2026 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): _____ As the

undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Appendix Q



**SENECA NATION OF INDIANS
FISCAL AFFAIRS DEPARTMENT**

SENECA ONE STOP FUEL CHARGE PROCESS SENECA TRANSIT SYSTEM (STS)

Date Issued:

Approved By: _____

Responsible Staff: _____

Purpose: To establish the process and protocols for fuel charges for the Seneca Transit System (STS) buses to ensure compliance with the contract.

One Stop

- Anytime a fuel charge is done, the driver is responsible for filling out the fuel charge slip that we have provided to the Seneca One Stop.
- Fuel charge slip will consist of three copies:
 1. White – driver copy
 2. Yellow – statement copy
 3. Pink – stays in book
- Driver is also responsible for providing the accurate account # to Seneca One Stop when charging especially when using another department's vehicle.
- Driver should **print clearly** when filling out their section on the charge slip.
- Seneca One Stop manager should go out and verify that it is a SNI vehicle that is charging fuel and fill out their section on fuel slip.
- Seneca One Stop can verify by looking for the sticker that will be on the window of every SNI vehicle, without a sticker the charge should not be authorized and the department director should be notified immediately.
 1. The STS Transit Manager shall provide an SNI sticker for all Seneca Nation owned vehicles. Contractor owned vehicles used to provide STS route services shall be identified in advance by the Operator and fuel authorizations will be provided on an as needed basis.

STS/SNI Dept. of Transportation

- Driver should turn in slip daily with fare collection bags at the end of each shift for weekly collection and review by the STS Transit Manager.

Example of Seneca Nation One Stop Fuel Charge Slip

C 0001
S 0001
I 0001

Seneca Nation of Indians • SENECA ONE STOP FUEL CHARGE SLIP

DRIVER MUST TURN IN SLIP DAILY TO BUDGET MONITOR

DATE: _____

FLEET VEHICLE #: _____ # GALLONS: _____ ACCT #: _____

ODOMETER READING: _____ AMOUNT: _____ DEPT: _____

INDIVIDUAL CHARGING: _____
(PRINT) (SIGN)

COMPLETED BY STORE/SHIFT MANAGER

*LICENSE PLATE #: _____ *STORE AUTHORIZATION: _____

FISCAL VERIFICATION: _____