

# REQUEST FOR PROPOSAL

NO. 2024-111

MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY  
COORDINATED PUBLIC TRANSPORTATION SYSTEM

Date: May 9, 2024

To Whom It May Concern:

Lewis County is currently seeking proposals for interested and qualified vendors to provide management, operation, and maintenance services for the County's Coordinated Public Transportation System per the scope of work listed in section 2 of this RFP.

All proposals are to be mailed to:

Cassandra Moser, Clerk of the Board  
County Courthouse, 2<sup>nd</sup> Floor, Room 225  
7660 North State Street  
Lowville, New York 13367

or delivered in person between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday.

**All proposals must be received on or before 2:00 p.m. on July 18<sup>th</sup>, 2024. Late proposals will not be considered.**

The successful Proposer will be required to comply with all federal, state, and local laws and regulations. This includes but is not limited to, all applicable Equal Employment Opportunities laws and U.S. Department of Transportation Disadvantaged Business Enterprise regulations as outlined in the RFP.

Lewis County reserves the right to forego any formalities and reject any or all proposals, at its discretion, subject to the rules and regulations set forth by Lewis County, NY; the Federal Transit Administration; and the New York State Department of Transportation. Firms or individuals whose names appear on the U.S. General Services Administration's list of ineligible contractors will not be considered. Lewis County is an Equal Opportunity Employer. This RFP can be found on and downloaded from the Lewis County Website: [www.lewiscountyny.gov](http://www.lewiscountyny.gov)

Sincerely,



Brian Hanno  
Lewis County Purchasing Director

7660 North State Street • Lowville, NY 13367 • 315-377-2000 • [lewiscountyny.gov](http://lewiscountyny.gov)

# REQUEST FOR PROPOSAL

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COORDINATED PUBLIC TRANSPORTATION SYSTEM

## 1. Introduction

### 1.1 Purpose/Objective

Lewis County desires a firm to provide management, operation, and maintenance for its Coordinated Public Transportation System. Lewis County is a rural county where low-income individuals without vehicles have difficulty accessing healthcare, human services programs, and retail stores to purchase essential goods and services. Additionally, low-income residents, without adequate transportation, find it difficult to obtain and maintain gainful employment and attend adult education programs. Since the launch of the Lewis County Public Transportation System, the County has been able to solve many of the past transit issues faced by low-income residents with its affordable fixed route system and long-range connector routes. Even with the addition of this rural public transit system, residents need easily accessible and efficient transportation to and from employment, healthcare and community events. Funding for the management, operation, and maintenance of the Coordinated Public Transportation System comes from rider fares, inter-agency agreements, and a combination of state and federal grant programs such as NYS Mass Transportation Operating Assistance Program (STOA), and Federal Transit Administration 5311 Formula Grant funds for Rural Areas.

The county intends to open the bid responses to this RFP on **Thursday, July 18<sup>th</sup>, 2024, at 2:00 p.m.**, and to select a qualified firm, if any.

### 1.2 Inquiries

If there are questions about this RFP, they must be received by **Friday, July 12<sup>th</sup>, 2024 by Noon**, and be sent in writing to the Planning and Community Development Department at the below address:

Casandra Buell  
Director, Planning and Community Development  
7660 N. State Street  
Suite 324; Courthouse  
Lowville, NY 13367  
[casandrabuell@lewiscounty.ny.gov](mailto:casandrabuell@lewiscounty.ny.gov)

Responses to any questions will be made in writing and will be posted on the County's website. It will be the responsibility of the Proposer to check the website for answers to questions and new information.

### 1.3 Protest and Appeal Procedures

Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest with the Lewis County Manager at 7660 North State Street,



Lowville, New York 13367. At a minimum, such protests shall include: 1) the name of the protestor; 2) the solicitation project name and description; and 3) a statement of grounds for protest (reference specific text in the Request for Proposal). The decision of the Lewis County Manager is final and is not subject to appeal.

The Lewis County Manager or his designee shall determine the merits of said protest. He or she shall set a time and place for a hearing of the protest and shall advise all competitors that a protest has been filed. The County Manager may receive evidence and legal arguments from any interested party but shall not be bound by the rules of evidence or formal procedure. Unless otherwise directed by the County Manager, issues will be decided based on written evidence and written arguments. All documents received by the County Manager shall be stamped with the date and time received and logged into the protest file folder. The County Manager shall promptly issue his findings and conclusions to the protesting party in writing and shall advise the Lewis County Planning & Community Development Department and all interested parties.

Issues addressing the adequacy of the request for proposals, including without limitation the instructions, general conditions and specifications, and scope of work must be received by the County Manager no later than three (3) business days before the proposal's due date. Thereafter, such issues are deemed waived by all interested parties. Where the County Manager decides that a protest lacks merit, all interested parties shall be so advised in writing and the evaluation and award process will continue.

Notice of protest against an award must be received by the County Manager within five (5) business days immediately following the award. Where notice of protest against the award is received prior to the entry into the contract for the relevant procurement, and Lewis County has not made a finding that procurement is urgently needed or performance will be unduly delayed or delay will result in undue harm to Lewis County, the execution of the contract will be deferred until the County Manager passes upon the issues presented by the protest.

Where the County Manager decides that the protest lacks merit, the contract may be executed after five (5) business days have elapsed commencing with the first day following the date of the County Manager's decision. The County Manager's decision shall be in written form. Notice of decision shall be served upon all interested parties by certified mail.

The Federal Transit Administration (FTA) will only entertain a protest that alleges Lewis County has failed to follow its protest procedures. Interested parties may file a protest appeal to the FTA, which must be received by FTA and the County Manager within five (5) business days of the service of the County Manager's determination. Such a protest must be filed in accordance with the procedures outlined in FTA Circular 4220.1F, dated March 18, 2013, as amended which is fully incorporated herein by reference.

## 2. Scope of Services

### 2.1 Background and Intent

Lewis County serves as the municipal sponsor for the New York State Transit Operating Assistance (STOA) program. The County is also the grantee for federal Section 5311, and other state and federal operating and capital grants.

The Lewis County Office of Planning and Community Development serves as the Project Manager to administer the transportation contracts and grants and works closely with the County Administrator, the County Board of Legislators, and public, private, and not-for-profit agencies in determining how to best meet the County's transportation needs.

Lewis County is announcing this request for proposals to provide transportation services to Lewis County residents which include, but is not limited to: the elderly population, those living with a disability, veterans, and the community as a whole regardless of income. Lewis County has existing agreements with The Arc Oneida-Lewis Chapter (The Arc) to provide transportation services for The Arc in Lewis County. The Arc is a 501 (c)(3) not-for-profit corporation that provides advocacy and services for people with intellectual and other developmental disabilities under the authority of the NYS Office for People with Development Disabilities (OPWDD). Any applicable training and operating requirements of The Arc will be required of this awarded contract.

Eligible Proposers include active SAM.gov enrolled state or local government authorities, private, nonprofit organizations, and operators of public transportation that meet the RFP criteria. **Proof of SAM.gov eligibility and standing must be submitted with each bid.** Firms or individuals whose names appear on the U.S. General Services Administration's list of ineligible contractors will not be considered. Applications will be accepted for services within Lewis County's designated service areas.

## 2.2 Purpose and Objectives

Lewis County is seeking one (1) transportation provider for the management, operation, and maintenance of its Coordinated Public Transportation System. All Proposers are to complete the Transportation Provider's Application located in Section I of this RFP. Lewis County will not reimburse for any expenses incurred as a result of preparing a proposal.

This Scope of Services intends to describe Lewis County's requirements and specifications for organizations that provide transportation services for public transit riders. The Contractor shall provide service to destinations within Lewis County and surrounding areas as defined in this RFP.

Lewis County has an existing agreement with The Arc Oneida-Lewis Chapter (The Arc) to provide transportation services for The Arc in Lewis County. In the performance of these services, the chosen Contractor will provide specialized transportation services complying with all laws, rules, and regulations of NYS Department of Transportation, the NYS Department of Motor Vehicles, OPWDD, and any other State, Federal, and local agencies as they pertain to the transportation of passengers and developmentally disabled individuals. The Contractor shall provide proof of compliance with the drug/alcohol testing requirements of the Omnibus Transportation Employee Testing Act of 1991.

In the provision of these Services, the chosen Contractor is expected to provide STOA-compliant passenger vehicles and buses with wheelchair lifts with a minimum capacity of 1000 lbs. Lewis County currently owns eight (8) buses (seven (7) full-size and one (1) 10-passenger), described in further detail in Section 2.2.9 paragraph 8. Lewis County will enter into a Third-Party Lease Agreement with the Contractor for the use of these vehicles for this program. Assigned vehicles shall be used for only the purposes defined in the Third-Party Lease Agreement. All vehicle assignments shall be temporary since Lewis County will maintain ownership of all such items throughout the term of the Contract. System pricing should take into account the availability and use of these vehicles. Furthermore, The Arc would be willing to also enter into a Third-Party Lease Agreement to lease two of their buses.

The chosen contractors will be required to provide insurance for the Lewis County vehicles as required under the contract, and to submit proof of insurance to Lewis County with their executed vehicle Third Party Lease Agreement and when renewals of the policy are available. The chosen Contractor will also be required to maintain the vehicles as required in the Third-Party Lease Agreement, NYSDOT, and FTA.

### **2.2.1 General Description of Scope of Services**

Lewis County requires the chosen Contractor to provide deviated fixed-route public transportation services, connector route services, dial-a-ride services, and NEMT services, known collectively as “Services.” The Contractor shall provide all Services required in support of transporting individuals to designated stop locations. All Services provided by the Contractor must meet Federal Transit Administration (“FTA”) requirements. As part of the fixed-route system, deviation stops will be performed to service The Arc users.

The chosen Contractor shall meet all requirements described in this Scope of Services, including, but not limited to, safety, fares, on-time performance, reporting, billing, insurance coverage, any appropriate licensing, and other legal requirements. The chosen Contractor must have a facility with on-site maintenance capabilities located in Lewis County.

### **2.2.2 Detailed Scope of Services**

The chosen Contractor shall use its best efforts to assist Lewis County in meeting its obligations to provide the highest quality and most efficient service to the public. Changes may be required by Lewis County, from time to time, to meet these requirements or to refine the method of operation. If any such changes will affect Contractor costs, they will be addressed through a contract amendment.

The Contractor shall be responsible for all tasks (except those items specifically defined herein as Lewis County responsibilities) including but not limited to:

#### **Contractor Responsibilities:**

- a. Operating vehicles that comply with required specifications.
- b. Providing on-site maintenance staff and maintaining all vehicles in accordance with standards set forth herein and by state and federal requirements.
- c. Maintaining a two-way mobile communications system that meets service performance requirements detailed herein.
- d. Providing an adequate number of qualified staff to handle all contract requirements. Terminal/facility supervisors/managers shall be available before, during, and after service hours as needed.
- e. Hiring and ensuring training of staff in accordance with the standards set forth herein and by state and federal requirements.
- f. Providing on-the-road supervision to ensure that service is performed according to standards set forth herein.
- g. Collecting and reporting the appropriate fares from riders.
- h. Recording actual service information (stop location passengers, stop location times, mileages, incidents, etc.)
- i. Documenting same-day service issues and adding same-day notes to the daily incident

log.

- j. Monitoring performance and ensuring corrective action measures as needed.
- k. Preparing and providing timely billings and service reports as required by Lewis County.
- l. Obtaining Lewis County's written consent before entering into any subcontract affecting the Services not identified in the proposal.
- m. Ensuring that all data is accurately updated and submitted promptly as set forth in the contract.
- n. Initial training and periodic retraining of the Contractor's staff on the Services' policies and procedures.
- o. Assuring that drivers and mechanics have appropriate commercial driver's licenses (CDL) per the State of New York.
- p. Ensuring service quality by promptly addressing customer comments and complaints. Contractor must have a compliant system to track and document ADA and Title VI complaints.
- q. Providing Lewis County personnel with daily monitoring records of service incidents to determine and enforce any corrective actions, exclusions, reductions or suspensions from the Services.
- r. Providing information regarding the Services to the community.
- s. The Operator under contract will be responsible for securing the appropriate NYSDOT operating authority through that agency. The operator cannot perform contract services without Permanent Authority or Temporary Authority while applying for Permanent Authority. It is advised that once a contract is awarded, the Operator pursues and satisfies these needs promptly.
- t. Works with the County's Swiftly fleet management program to ensure on-time performance metrics are met and that relative equipment for said program is maintained and performing as it was designed for.

**LEWIS COUNTY Responsibilities:**

- a. Establishing service policies and standards and communicating these to the Contractor and riders.
- b. Overseeing records of service, and service incidents to determine and enforce any corrective actions, exclusions, reductions, or suspensions from the Services.
- c. Monitoring the Contractor's performance and ensuring corrective action measures as needed.
- d. Assessing penalties for noncompliance.

**2.2.3 Services Overview**

This section defines the requirements that govern the Services that Lewis County shall ensure that the Contractor complies with all requirements of this Contract. During the term of this Contract, Lewis County, the NYSDOT, and/or the FTA may change its rules, policies, or regulations and such changes may require a change in the Services required under this contract. In such cases, the County will notify the Contractor of the change and the Contractor shall comply with changes to the Services as required by Lewis County, NYSDOT

or the FTA. If any such changes will affect Contractor costs, they will be addressed through a contract amendment. The following sections define the Services' requirements.

The Contractor will work closely with the County to determine and meet community needs and to propose options and alternatives. The Contractor shall demonstrate an ability to work closely with the County towards continued coordination of all transportation systems/networks, including private, public, and not-for-profit agencies to maximize use of any and all existing vehicles, to fulfill unmet needs, and to reduce duplication of service.

The schedule, route, and mileage for the Lewis County Public Transportation System shall be developed and mutually agreed upon by the County Manager, on behalf of the County, and the Contractor from time to time may change based on the needs of the System. The parties also understand scheduling and route locations may be modified from time to time based on the needs of other agencies, provided that the parties agree to the financial terms.

The Proposer may submit a proposed contract amount that has an annual escalator or a set price for each year.

### **1. Services & Hours of Operation**

Services shall be operated at a minimum during hours comparable to Lewis County's published public transit service schedule. Current schedules can be found at <https://lewiscountyny.gov/departments/public-transportation/>. It is expected that the Contractor will have phone and internet service available at all times. If the phone and/or internet provider has outages in the area, temporary contact information must be provided to the public immediately.

All routes include provisions for flag stop service available between fixed stop points, and route deviation which allows a bus to deviate from its fixed route up to 3/4 of a mile on either side of the scheduled route providing access to individuals living with a disability. A record of such deviations shall be maintained for the County to periodically re-examine this standard. Charges for any route deviation shall be at the discretion of the County. The Contractor will notify the County immediately of any deviation from the agreed schedule, operating hours, routes, timetables, and/or equipment. Any changes in said mileage will not be accepted without said notification and the expressed written consent of the County. As part of the fixed-route system, deviation stops will be performed to service The Arc users.

Lewis County reserves all rights to edit or modify schedules according to community demand and as deemed necessary.

#### **a.) Fixed-Route Public Transit Service**

The LCPT system currently offers residents and visitors four (4) fixed-route options, as identified through items 1-4 below, year-round, Monday-Friday, excluding the holidays identified below.

1. #631 Lowville - Constableville - Lowville
2. #632 Harrisville - Croghan - Lowville
3. #633 Lowville - Watson - Lowville
4. #634 Lowville - Martinsburg - Lowville

The parties acknowledge that the exact routes may be altered by mutual agreement dependent upon ridership analysis.

Bus attendants may be required for specific routes in the Fixed Route System. The need for bus attendants is based on the rider information for the identified routes provided in Appendix B, and in conjunction with the formulation of efficient routes and bus type requirements. The Contractor will be required to ascertain whether or not each route requires an attendant. This should be done in consultation with Lewis County and The Arc.

The fixed route service begins at approximately 6:40 AM and ends around 5:00 PM. Fixed-route service runs Monday - Friday, except the following holidays:

1. Memorial Day
2. July 4th
3. Labor Day
4. Thanksgiving
5. Day after Thanksgiving
6. Christmas
7. New Year's Day

**b.) Dial-A-Ride Service**

Lewis County Public Transportation offers curb-to-curb public transportation service within the County Monday-Friday, 6:30 AM-4:30 PM with a minimum of 24-hour advance notice. All requests must be received by 2 PM the day prior and confirmed by Contractor personnel. At the time of confirmation, the Contractor will inform the rider of the bus's estimated arrival time. The Contractor may have a window of 10 minutes to pick up the rider before or after the assigned arrival time. The Contractor is instructed to continue on their regular route if the pickup is not completed within two minutes. Dial-A-Ride fares are currently two times greater than the regular fare for that particular ride. Lewis County does not own the vans or vehicles associated with this service when not served by a bus. Vehicles, such as vans, will need to be made available for use by the contractor. Lewis County requires the availability and use of STOA-eligible handicapped-accessible vans.

**c.) Lowville Loop Service**

Presently, the expanded Lowville Loop service includes three loops, Monday-Friday from approximately 9:50 AM to 1:30 PM except the holidays listed under the Fixed Route exclusions. The County also maintains the right to adjust or terminate the Lowville Loop and/or to add additional expanded routes with a thirty-day written notice to the Contractor.

**d.) Demand Response/Medicaid Van for Non-Emergency Medicaid Transportation**

Lewis County Public Transportation will require the Contractor to serve as a transportation service through the Medical Answering Service (MAS) for Non-Emergency Medicaid Transportation trips. The County maintains the right to terminate Demand Response/Medicaid Van service with a thirty-day written notice to the Contractor. NEMT service is available Monday-Friday except on the holidays listed under the Fixed Route exclusions. NEMT service is only for Medicaid clients by

appointment only. Lewis County does not own the vans or vehicles associated with this service and these vehicles will need to be made available for use by the contractor. Lewis County requires the availability and use of STOA-eligible handicapped-accessible vans.

**e.) Old Forge Seasonal Route**

Each summer, the County offers low-cost transportation from Harrisville to Old Forge seven days a week for \$1 each way. This route is designed to accommodate Enchanted Forest Water Safari's summer schedule, from orientation in June to closing, on Labor Day. Tentative pick-up locations include:

1. Croghan
2. Lowville
3. Glenfield
4. Lyons Falls
5. Port Leyden
6. Boonville
7. Woodgate
8. Old Forge
9. Eagle Bay

The Contractor will be expected to work with Enchanted Forest Water Safari personnel and the Lewis County Department of Planning and Community Development before and during the summer months to ensure that there are an appropriate number of buses available for the capacity expected. The number of buses could alter throughout the summer and the Contractor shall be able to react to the fluctuating needs accordingly.

**f.) JCC Connector**

The County provides this route to service both Lewis County and Jefferson County residents with planned pick-up locations in Glenfield, Lowville, Croghan, Carthage, Deer River, Copenhagen, JCC, the Salmon Run Mall, Watertown International Airport, Evans Mills, Leray, and Fort Drum. The JCC Connector route will run Monday-Friday year-round. The bus will not run on any of the holidays listed in the Fixed Route exclusions. Lewis County also maintains the right to adjust this route with a 10-day notice. In addition, the County reserves its right to terminate this route upon thirty days prior written notice to the Contractor.

**g.) Utica Connector**

The County provides the Utica Route which serves both Lewis County and Oneida County residents with planned pick-up locations in Lowville, Port Leyden, Boonville, Alder Creek, Remsen, Barneveld, Utica (SUNY Poly, Wal-Mart, Union Station, the Centro Transit Hub and Mohawk Valley Community College) and New Hartford (New Hartford Shopping Center and Sangertown Square). Utica University can be served as a "Call Ahead" option. The Utica Connector service will run Monday - Friday on a flexed schedule which will mirror the college semester schedules. The route will run all year long on Tuesdays and Thursdays. The Monday, Wednesday, and Friday route

will not run outside the traditional Spring and Fall college semester time periods. The bus will not run on any of the holidays listed in the Fixed Route exclusions. Lewis County also maintains the right to adjust this route based on college schedules with a 10-day notice. In addition, the County reserves its right to terminate this route upon thirty days prior written notice to the Contractor.

**h.) Fort Drum Circuit Route**

The Fort Drum Circuit route provides public transportation services between Lewis County and Fort Drum. Drivers will be required to apply for and receive the proper clearance to access the base during the service times associated with this route. The Fort Drum Circuit will run Monday-Friday year-round. The bus will not run on any of the holidays listed in the Fixed Route exclusions. Lewis County also maintains the right to adjust this route based upon college schedules with a 10-day notice. In addition, the County reserves its right to terminate this route upon thirty days prior written notice to the Contractor.

**i.) Fuel Agreement**

The chosen Contractor will be provided the opportunity to utilize the County's fuel supply located at the Highway Department facility, 7362 East Road, Lowville, at the rates and charges set by the County Highway Department, in order to avoid excess fuel surcharges. The Contractor will only use the County fuel system to fill vehicles used on the Lewis County Public Transportation system and will follow the established County Highway Department protocols. The County Highway Department will bill the Contractor at the beginning of each month for the previous month's fuel consumption. The Contractor will pay the County Highway Department invoice in accordance with the terms details on each invoice. Due to the savings that this partnership will provide, fuel surcharges for system fuel will not be considered and eligible expense of this contract. As of March 1, 2024, the County Fuel rate was \$3.148 per gallon of diesel.

**j.) Fare Box**

Lewis County currently collects rider fares manually; however, they expect to purchase, receive, and install electronic fareboxes in the spring of 2025. The Contractor will be expected to properly use and maintain the anticipated electronic fare boxes. General maintenance costs may be paid by the County as applicable.

The Contractor maintains all records regarding fare box revenue and shall comply with NYSDOT & FTA requirements for fare collections. The Contractor shall provide the County with a monthly invoice with fare box revenue data and shall credit the County with the fare box revenue towards each route's monthly costs. Monthly passes must be made available for purchase through the Contractor for \$25. Passes can be used on all routes, except Non-Emergency Medical Transportation (NEMT) and Dial-a-Ride (DAR).

**k.) STOA**

Lewis County will submit quarterly STOA reimbursements to New York State Department of Transportation while the Contractor is obligated to provide the proper data to the County for submission. Lewis County will retain all STOA money associated with their system.



### **I.) Route Expansion Service(s)**

Lewis County coordinates with various community organizations and groups to improve access to events throughout their service areas. The rate in which the Contractor submits for Route Services will apply to transportation services beyond existing services. These extra services could be planned during normal operating hours or after hours, including weekends.

## **2. Service Area**

Lewis County's deviated fixed route service area, as well as its Connector Routes, are illustrated in Appendix A: Rider's Guide 2024 Issue. The Contractor will coordinate regional service with neighboring communities to the south (Oneida County) and the west (Jefferson County).

## **3. Passenger Fares to Be Charged by Contractor**

Lewis County will set the fare structure and notify the Contractor, in writing, of any fare changes and the effective date(s).

Lewis County will compensate the chosen Contractor on a monthly basis for Services provided in accordance with the requirements of the contract. All fares/revenue will be credited to the County on a monthly basis with required documentation. Per-trip fees are listed on the attached schedules. A monthly pass for unlimited rides may be purchased for \$25.00/30-day period. The Arc riders are required to pay for fares and this data should be reported and tracked along with all public rider fares on a monthly basis.

Proposers shall provide a secure method of collecting fares in accordance with accepted industry standards and in compliance with Lewis County, state, and federal policies and procedures. The Contractor, and not Lewis County, shall be responsible for lost, stolen or missing fares. The Contractor shall collect all fares prior to moving the vehicle and record on the Driver Daily Log.

All passengers are required to board the vehicle with the exact fare(s), as drivers are not required to make change. All fares and monies collected for pre-sale fares (tokens, monthly passes, etc.) will be recorded and that record, along with the passenger fares, will be submitted to the Department of Planning and Community Development and will be credited on the Contractor invoice to the County on a monthly basis.

The Contractor and its employees shall not solicit or accept tips, gifts or gratuities of any kind, no matter what the value. Any employee of the Contractor doing so shall be excluded from driving or otherwise participating in the Services.

### **2.2.4 Services Coordination**

Under Federal transit law, as amended by SAFETEA-LU and updated through MAP-21, Lewis County is required to utilize a coordinated plan to maximize collective coverage by minimizing duplication of Services provided under Section 5310 and 5311 programs.

If over the course of performance of transportation services under this contract, it becomes apparent to Lewis County that different Contractors are regularly providing a duplication of services (transporting individuals to and/or from the same or similar locations at the same times), Lewis County will work with both Contractors to determine if there is an equitable way to combine the duplicated routes. For example, if each Contractor had sufficient multi-passenger vehicles available, Lewis County would determine whether a change of

route/schedule should be entertained.

### **1. Dispatch Policy**

The Contractor shall provide appropriate dispatch staff to manage the driver check-in and check-out processes, the assignment of vehicles and trips, and oversee the on-time performance of routes. All on-the-road service adjustments shall be communicated to the Lewis County Office of Planning and Community Development, which includes on-time performance issues, road conditions, etc.

The Contractor's dispatch staff shall also keep a daily incident log in which unusual or extenuating circumstances beyond the driver's control that affect route performance are recorded. The daily incident log shall contain, at minimum, the date, time periods, and a description of unusual or extenuating circumstances related to that route.

### **2. Trip Performance Policy**

If the Contractor is unable to perform an assigned stop location within the on-time performance standards, the Contractor shall notify the County immediately and must notify the public through new and social media outlets identified as appropriate by the Lewis County Planning and Community Development Department.

Frequent on-time performance issues shall cause Lewis County to evaluate the Contractor's noncompliance with contractual obligations. Each incident that negatively affects the Contractor's overall performance may result in the Contractor's removal from the Services or a reduction in per-mile payments.

### **3. Professionalism and Partnerships**

The Contractor's staff shall act with courteousness, professionalism, and with special sensitivity for all riders. The Contractor shall be solely responsible for the provision and satisfactory work performance of all employees as described in this contract. An approved **standard dress/uniform and visible photo identification are required**. Staff shall actively promote, and support county-operated public transit services, this includes participation in outreach events such as the Lewis County Fair, at no cost to the system.

### **4. Mobility Aid Securement and Use of Seat Belts Policy**

Each passenger seating area shall be equipped with a seat belt and each wheelchair securement position shall be equipped with a securement device that meets ADA standards, and a seat belt and shoulder harness. All mobility aids located in the wheelchair securement area shall be secured by the driver using the provided system. The Contractor is responsible to instruct drivers on proper wheelchair securement processes and evaluate driver skills on an annual basis.

Riders who use wheelchairs shall be offered the use of the shoulder harness but shall have the right to refuse its use. Riders who use three-wheeled scooters shall be strongly encouraged to transfer to a passenger seat. Scooter users shall be permitted to remain in the scooter, but drivers shall notify dispatchers about the refusal to transfer to a seat.

If a wheelchair passenger refuses to be secured while transported, the driver shall inform the passenger of the potential risk of doing so and shall ask that the passenger sign a disclaimer to relieve the Contractor and/or Lewis County from any liability that might result from the refusal to be secured. The driver shall immediately report his/her passenger's refusal to the Contractor's Dispatch to ensure the incident is properly logged on the daily

incident log and the driver's daily log.

## **5. Service Interruptions Policy**

In the event of service difficulties, including, but not limited to, inclement weather or vehicle failures, which result in an interruption of service, the Contractor shall, immediately upon notification by the driver or otherwise, define a plan for continuing service at the earliest possible time to ensure riders are safely transported to their destinations promptly.

The Contractor will notify the County immediately of the interruption of service and its corrective action plan. Any changes in said mileage will not be accepted without said notification and the expressed written consent of the County. The Contractor will be responsible for notifying the public of these route changes through various media outlets (radio, TV, social media, etc.) immediately following a route delay/cancellation to the County and before any missed scheduled stops.

For in-progress routes, the Contractor must be able to dispatch and have a replacement vehicle underway within 30 minutes of notification from the driver that there has been a vehicle failure. For scheduled service where the originally assigned vehicle is not available due to vehicle failure, the Contractor must be able to dispatch a replacement vehicle so that the stop location is completed no later than 30 minutes after their originally scheduled time. The Contractor will notify the County immediately of the service issue and its corrective action plan so public notice can be made.

The Contractor is responsible for obtaining all notifications of construction work on their route that would impede their ability to service the client on time. Please see website [www.dot.ny.gov](http://www.dot.ny.gov) for all construction projects.

All accidents or incidents associated with the Services (regardless of the severity or location) shall be reported to Lewis County within twelve (12) operational hours of occurrence. Accidents involving any injuries are to be reported to Lewis County immediately. The initial report shall be made by telephone. Written reports shall follow within five (5) working days. A police report shall be filed immediately by the Contractor for any accident involving Lewis County's or the Contractor's vehicles. The Contractor shall obtain a copy of any police report pertaining to the Services provided on behalf of Lewis County and provide the report to Lewis County.

### **2.2.5 Requirements for Contractor's Personnel Policies with Respect to the Services**

The Contractor shall have personnel policies in effect during the term of the Contract that complies with all County, State, and Federal laws.

The Contractor shall have established standards for recruitment and hiring of staff to perform Lewis County-funded Services. These standards shall be submitted in detail to Lewis County for approval. Lewis County retains the right to review the Contractor's personnel policies and the list of personnel assigned to the Services. Proposed changes in key personnel incumbents and/or job duties shall be subject to review and approval by Lewis County.

The Contractor shall provide the necessary management and administrative personnel whose expertise shall ensure routes are performed efficiently.

The Contractor shall be solely responsible for the provision of, and satisfactory work performed by, all its employees. A criminal background check shall be performed by all

Contractors for each job applicant to determine whether the individual is suitable for the job in which he/she might be employed. The Contractor shall pay all employee and/or subcontractor wages and benefits, without any additional expense to Lewis County. The Contractor shall comply with the requirements of employee liability, Worker's Compensation, employment insurance, Social Security, drug and alcohol testing, and all other applicable local, state, and federal laws. Lewis County shall have the right to demand removal from the Services, for reasonable cause, any personnel furnished by the Contractor. The Contractor shall ensure that all personnel of any subcontractor meet the requirements identified in this Section.

Lewis County recognizes that a high-quality operation begins with key personnel; therefore, the Contractor's minimum staffing requirements are described below.

## **1. Management Staff Requirements**

The Contractor shall identify a primary management staff member as the point of contact for communication with Lewis County's management. This individual shall have a thorough understanding of the terms and conditions of the Contract, as well as all of the Contractor's service operations.

The System Manager shall oversee day-to-day operations to ensure contract compliance. The System Manager shall have a minimum of three (3) years of transit management experience. A qualified backup should be identified and available should the System Manager be out of the office. The System Manager will be required to be on-site at the Lewis County facility between the hours of 6 AM and 4 PM, Monday through Friday, and will be available after hours for public transportation needs as they arise.

The Contractor shall **submit an organizational chart listing all key personnel with RFP submission**. Any changes to key personnel; vacancies or re-assignments, will be reported in writing to Lewis County within five (5) days of the change. Failure to do so will result in a \$100 per-day fee reduction from the next monthly Contractor billing.

Job descriptions and key personnel resumes shall be included in the RFP submission. Any updates or changes in job descriptions will be reported in writing to Lewis County within five (5) days of the change. Failure to do so will result in a \$100 per-day fee reduction from the next monthly Contractor billing.

Supervisors must complete the appropriate drug and alcohol testing and training requirements for making reasonable suspension determinations.

## **2. Driver Staff Requirements**

Drivers are in direct, daily contact with the developmentally disabled and must be physically and mentally able to perform their assigned work as per the contract specifications. Staff must be aware that individuals transported will exhibit various disabilities that may affect vision, hearing, speech, health, and physical abilities, as well as emotional and behavioral needs requiring special attention. All Contractor staff should be aware of the presence of communicable diseases and take necessary universal precautions to ensure the health of the individuals transported and Contractor staff.

### ***A. Driver Requirements***

The Contractor shall ensure that its drivers have accomplished the following before they perform the Services:

- a.) Undergone Lewis County's driver qualifications process, which includes driver's license verifications, criminal background checks as required by 14 NYCRR section 633.22 and 14 NYCRR Section 701, and drug and alcohol violation screening;
- b.) Are properly licensed in the State of New York to provide the contracted services;
- c.) Are at least 21 years of age;
- d.) Have been a licensed driver for a minimum of three (3) years;
- e.) Can speak and understand English proficiently;
- f.) Possess a safe driving record as evidenced by:
  - i. No more than two moving violations during each of the last three (3) years before application to provide these Services; and,
  - ii. Having three (3) full subsequent years with no violations, if the license has ever been revoked.
- g.) Does not appear on the State's Central Registry of Child Abuse and Maltreatment (SCR), the State's Sex Offender Registry, or any other State registry that protects the residents of NYS from potentially harmful individuals.

The Contractor agrees to comply with the following provisions regarding checks of the Staff Exclusion List (SEL) (as required by Section 495 of the Social Services Law and 14 NYDRR section 633.24), MHL 16.34 checks (as required by Section 16.34 of the Mental Hygiene Law and 14 NYCRR section 633.24) and checks of the Statewide Central Register of Child Abuse and Maltreatment (SCR) (as required by Section 424-a of the Social Services Law and 14 NYCRR Section 633.24). The Contractor will ensure that the Justice Center Code of Conduct is signed by each employee or volunteer of the Contractor who has regular and substantial contact with individuals receiving services from a program certified or operated by OPWDD (these are most OPWDD services pertinent to registered Contractors). The Code of Conduct must be signed by new employees or volunteers at the time of employment or affiliation and on at least an annual basis.

Pursuant to 14 NYCRR 633.22 (o)(1), agencies providing certified and HCBS waiver services may contact certain Contractors only if that Contractor is an authorized provider. Accordingly, Contractor must, starting from the bid submission date, retain registration on the Registered Provider Listing, maintained by the OPWDD Incident Management Unit which can be reached at [regprovider.approval@opwdd.ny.gov](mailto:regprovider.approval@opwdd.ny.gov) or by calling (518) 473-7032.

Under no condition shall an applicant be accepted as a driver for this service if they have been convicted of a drug or alcohol offense within the past five (5) years. Drivers shall also be subject to any applicable federal, state, or local mandatory drug testing requirements.

### ***B. Driver Training***

Driver training is essential to contract compliance. All drivers will be fully trained and evaluated on the following:

- a.) Behind-the-wheel training (defensive driving) – minimum of 12 hours including classroom instruction;
- b.) Driver Sensitivity Training- minimum of 8 hours of classroom training and 4 hours of ADA compliance training; (i.e. hands-on passenger assistance, loading, etc.)
- c.) Basic First Aid and CPR Certification Training;
- d.) Safety and Emergency procedures, infection control to include universal precautions and blood-borne pathogens including use of personal protective equipment, HIPPA training, vehicle accident reporting;
- e.) Incident Management pursuant to 14 NYCRR Part 624, including, what constitutes abuse, neglect, and mistreatment; and their role in preventing and reporting incidents include full cooperation in all investigations;
- f.) Procedures for securing wheelchairs and equipment for individuals who use wheelchairs during transport.
- g.) 60-minute training required for employees that are covered under the drug testing and training requirements.

Training must be successfully completed before a driver may operate any vehicle on behalf of this contract with annual updates. The Contractor is responsible for driver training and must retain documentation and records of such training to be available to Lewis County, or its designees, upon request.

### *C. Additional Driver Requirements*

In addition to the above, the Contractor must ensure that all drivers:

- a.) Submit to TB testing/inoculation on an annual basis;
- b.) Are offered Hepatitis B vaccinations;
- c.) Do not use corporal punishment;
- d.) Do not discriminate toward individuals based on race, creed, color, religion, sex, sexual orientation, ethnic background, or disability;
- e.) Do not distribute, sell, or possess illegal substances or alcohol;
- f.) Do not engage individuals in the performance of any transportation duties;
- g.) Do not have any financial transactions with individuals;

### **3. Aide Specific Requirements**

Not all current bus runs require bus aides. Bus aides may be required for specific routes in the Fixed Route System. The Contractor is required to ascertain whether or not each route requires an aide. This should be done in consultation with Lewis County and The Arc. The Contractor is NOT authorized to remove or add an aide without the written approval by authorized personnel of The Arc.

Per NYS Mental Hygiene Law 33.17, “any female patient who is being transported to or from a facility shall be accompanied by another female, unless accompanied by her father, brother, husband, or son.” **To comply with this NYS law, female aides are required.**

Additional requirements of the aides include:

- a.) Be at least 19 years of age;
- b.) Have the physical and mental ability to satisfactorily perform his or her duties;
- c.) Maintain training and certification in cardiopulmonary resuscitation (CPR) and first aid;
- d.) Receive 3 hours of pre-service instruction in bus safety practices, child management techniques, and special needs transportation-including the proper techniques for assisting disabled individuals in entering and exiting the bus;
- e.) Receive a 2-hour refresher instruction annually.

Aides must adhere to all training and additional requirements identified in 2.2.5.

#### **4. Quality Assurance and QA Representative Requirements**

The Contractor shall have a sufficient number of road supervisors, one of whom shall be designated by the Contractor on a daily basis as the primary point of contact for road related quality assurance issues and to work directly with the Lewis County to ensure quality Services. The System Manager may act as the road training supervisor.

The Contractor shall also designate an individual who shall be the lead quality assurance representative for all ongoing quality assurance issues. This individual shall have extensive knowledge in on-the-road service management and shall satisfy the driver and dispatch requirements specified in section 2.2.4. A minimum of one (1) years' experience as a driver and dispatcher, in similar services, is required to fulfill this role. The Contractor training programs shall be available to Lewis County upon its request.

#### **2.2.6 Management, Administrative, and Personnel Requirements with Respect to the Services**

When providing transportation services, the Contractor and its staff are required to perform as described below:

##### **1. Professionalism Requirements**

The Contractor, its drivers, and other staff shall each maintain a pleasant, courteous, and professional demeanor while performing Services. Rudeness or unprofessional behaviors by anyone shall be considered unacceptable and may result in Lewis County's request for removal of the individual from the Services.

All drivers and attendants must wear a uniform and have visible, easily readable name and company identification.

Drivers and attendants are prohibited from smoking, eating, or consuming any beverage while in the vehicle or while involved in rider assistance entering or exiting the vehicle or while in the presence of any rider. Drivers and attendants will not wear any type of headphones at any time while on duty. Drivers are prohibited from using cell phones or texting while driving. However, drivers may use two-way radios to communicate business-related information. Drivers may use cell phones once their vehicle is stationary, in the event of a vehicle failure or an emergency.

No driver or attendant shall use alcohol, narcotics, illegal drugs, or drugs that impair ability to perform while on duty and no driver or attendant shall abuse alcohol or drugs at any time. No unauthorized passengers are permitted on the vehicle.

## **2. Drivers' Materials and Supplies Requirements**

The Contractor shall ensure that all staff remains in possession of required materials and supplies while performing Services.

## **3. Feedback Requirements/Complaint Procedures**

Since drivers are the first line out in the field, driver feedback about schedules, customer needs, vehicle maintenance, and working conditions is imperative. Lewis County shall have ongoing processes and procedures, including driver meetings, to capitalize on driver feedback.

Upon receipt of a complaint from a client/rider, the Contractor will complete as thorough an investigation as possible, ascertain the validity of the complaint, and, if needed, follow up with corrective action. Complaints will be logged and investigated by the Contractor. A client/rider may, if not fully satisfied with the corrective action taken by the Contractor, file the complaint with the County Manager for further follow-up. Final authority in determining the final action in a complaint is at the County Manager's discretion.

Contractor shall file complaints about clients/riders with the County Manager when due to any of the following:

- a.) Compromised safety due to client/rider behavior.
- b.) Contractor suspects Medicaid fraud has been committed.
- c.) Any issue that is deemed transportation-relevant concerning the client/rider's safety.

## **4. Staff Turnover Requirements**

The Contractor shall endeavor to minimize staffing turnovers and retain a high-quality workforce to perform the Services.

## **5. Confidentiality Requirements**

Contractor may obtain confidential client information as part of their eligibility verification and trip scheduling processes when transporting non-emergency Medicaid consumers on the public system. This may include information on their customers' identity and residence locations. All such information is to be treated as confidential and maintained in a secured location, such as a locked file cabinet. Contractor staff that will have access to this information are to be instructed on the importance of maintaining the confidentiality of the client's information, and the processes to be used to maintain the security of this information.

In no event are Contractors permitted to request client information not required under this contract, such as their social security numbers, bank account information or credit card information.

The Contractor and its staff shall comply with, and assure the compliance of its employees with, the information disclosure restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to provide the information to Lewis County or the Federal Government in order 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.

The Contractor shall also 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.

## **6. Requirements for Exclusion of Staff with Negative Effects on Services**

Under the following circumstances, Lewis County shall require the Contractor to exclude staff from performing the Services:

- a.) Safety-sensitive persons who incur driver's license suspensions or drug and alcohol violations that warrant the individual's immediate removal from the Services.
- b.) Occurrences of excessive complaints, rudeness, or other inappropriate behavior or appearance.
- c.) A habitual pattern of arriving late to published stop locations.
- d.) Three or more valid customer complaints within a rolling thirty (30) day period. In such cases, the staff member shall be subject to a thirty (30) day suspension period, while Lewis County evaluates whether the staff member is suitable to return to perform Services.
- e.) Multiple violations for failing to have a valid identification card and window plaque in his/her possession while performing the Services.
- f.) The driver is found to be non-compliant with ADA regulations, i.e. failure to announce stops, etc.

If, for any of the above reasons or other reasons related to the performance of the Services, the Contractor's staff member is determined to be unsuitable for performing the Services, Lewis County or its designee shall notify the Contractor in writing of one or more reasons that the staff member is considered unsuitable. In such notice, Lewis County or its designee may require immediate removal of the unsuitable staff member from performing the Services. If Lewis County or its designee does not require immediate removal of the unsuitable staff, within ten (10) days of receipt of such notice, the Contractor shall present Lewis County or its designee with a plan for correcting the performance deficiencies within the following thirty (30) day period. If Lewis County or its designee either rejects either the plan or if the staff member's performance deficiencies are not corrected to Lewis County or its designee's satisfaction, within the 30-day corrective plan period, Lewis County or its designee shall so notify the Contractor and the Contractor shall immediately remove the staff member from performing the Services.

## **7. Requirements for Exclusion of Staff in Possession of Firearms and Weapons**

When Working on the Services, the Contractor and its staff may not have firearms or other weapons in their possession or in vehicles operated in the Services. Any employee of the Contractor found in violation of this requirement shall be immediately excluded from participating in the Services.

### **2.2.7 Drug and Alcohol Policy and Testing Program**

Federal Transit Administration (FTA) regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (CFR Part 655 as amended) and "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40), require the establishment and implementation of an alcohol misuse and anti-drug program. Please complete Form I in the proposal in Section II of this RFP.

## 2.2.8 Contractor's Qualification Requirements

The Contractor's failure to obtain the proper clearances, qualifications, operating authority, and insurance shall cause it to be considered non-awardable for a Contract.

## 2.2.9 Vehicle Requirements

### 1. In-Service Vehicles

The Contractor must be capable of performing the majority of the Services outlined in this RFP with their own employees, fleet, and facilities. Lewis County currently has eight (8) buses (seven (7) full-size and one (1) 10-passenger bus). The County will enter into a Third-Party Lease Agreement for use of these vehicles for these Services. **Should other bus(es) be necessary to operate the system for any reason it is the responsibility of the Contractor to supply the replacement in a manner as to not unduly interrupt service.** The cost of possibly using a Contractor's owned vehicle should be included in the submitted per-mile rates. The Contractor shall ensure that the service vehicles meet all Federal Motor Vehicle Safety Standards (FMVSS), Federal and State of New York vehicle design standards, ADA design standards, and other applicable industry standards.

Lewis County requires the following:

- a.) Each vehicle shall fall under NYS DOT regulations and regular inspections with a minimum safety rating of 90% and be approved by DOT before contract use. The Contractor shall provide a copy of the DOT contract carrier permit or the DOT common carrier permit (or a letter of exemption issued by DOT). The Contractor shall provide a copy of the DMV receipt indicating compliance with Article 19A, Chapter 509 of NYS Vehicle and Traffic Law, with an issuance date during or after the most recent April (or a letter of exemption issued by DOT).
- b.) Each vehicle must be vendor identifiable and appropriate for the needs of the individuals being transported, sized so that each passenger shall have their own seat and seat belt. All passengers must be seated while the vehicle is operating. Each vehicle must be in full compliance with the requirements of the Americans with Disabilities Act. Some vehicles may require special safety equipment such as harnesses, car seats, or supportive restraints,
- c.) Each vehicle must be equipped with fully operational heating and air conditioning for driver and passengers maintaining temperatures between 66- and 76-degrees Fahrenheit,
- d.) Each vehicle must have a functioning speedometer and odometer,
- e.) Each vehicle must be equipped with an operational two-way radio or cellular telephone,
- f.) Each vehicle must be smooth riding,
- g.) Each vehicle must carry on board at all times a vehicle information packet with includes the following: vehicle registration, insurance identification cards, accident procedures, and forms,
- h.) Each vehicle is equipped with fire extinguishers, web cutters, safety triangles, and ten (10) person minimum first aid kits that shall include, but not be limited to: a variety of plastic, gauze, and fabric bandages; dressing pads, triangular sling bandages, antiseptic cleansing wipes, first aid/burn cream, first aid tape, scissors,

tweezers, exam gloves suitable for handling exposure to blood and other bodily fluids and a first aid guide regulation.

- i.) Each vehicle shall have a placard that contains the driver's name and Lewis County's telephone number for purposes of comments or complaints by riders. This placard must be affixed to the interior of each vehicle in plain sight of the client(s) while the vehicle is performing service under the Contract.

In addition to the above, all wheelchair transportation vehicles must be equipped with:

- a.) Wheelchair locks,
- b.) A power elevator/hydraulic lift from the ground to enable the individual to be loaded/unloaded while in the wheelchair.

The New York State Department of Transportation (NYSDOT) issues Certificates of Authorities to carriers who meet safety and insurance requirements of the law during the annual vehicle safety inspection. The Contractor shall confirm its compliance with Lewis County annually, by submitting its updated Certificates of Authority. The Contractor's failure to comply with these requirements shall cause its exclusion from Services until compliance is met to Lewis County's satisfaction or termination of the Contract.

The Contractor shall be responsible for conducting all maintenance, repair, and warranty work on vehicles and the administration of all paperwork with the dealer, manufacturer, or other authorized vehicle facility. The Contractor will be held responsible for all fees associated with repairs.

The Contractor shall notify the County immediately of any accident resulting in driver or passenger injury or fatality or any moving violation that occurs while delivering services under this contract. The Contractor shall file a written report with the County within five (5) working days of the accident or moving violation and shall cooperate with the County Manager or any other County official during any investigation.

## **2. Vehicle Cleanliness Requirements**

Vehicles used in the Services shall be clean and free of dirt and litter. Drivers and passengers shall not eat, drink, or smoke in any vehicle used in the Services (except passengers specifically authorized by Lewis County for reasons related to their disability). The vehicle's exterior shall remain clean and free of dirt or grime while performing the Services. Vehicles shall be cleaned daily, with a thorough cleaning and scrubbing of the full interior at least once per week. Passengers shall not have access to cleaning supplies or materials.

Lewis County requires the Contractor to perform a vehicle cleaning process that guarantees the following for each vehicle used in the Services:

- a.) Interior/exterior windows free of dust, fingerprints, and headprints.
- b.) Dust-free seats, dashboards, wheel wells, rails, ledges, etc.
- c.) Interior areas free of dirt paper, gum, debris, liquid spills, graffiti, damage, etc.
- d.) Exterior areas free of damage, dirt, grime, graffiti, salt residue, etc. For Lewis County-owned vehicles with advertising and wraps, the Contractor should pay attention to cleaning without damaging the wraps.

## **3. Maintenance Requirements**

The Contractor shall be responsible for all vehicle maintenance. The Contractor shall maintain vehicles in such a way as to, at all times, protect the safety of riders and ensure the

most reliable service possible. The Contractor shall, at its expense, maintain all vehicles used for this program in accordance with the manufacturer's specifications and/or in accordance with the state's vehicle maintenance standards. Where duplicate standards exist, the Contractor shall be required to maintain vehicles in accordance with the stricter standards, whether performed by the Contractor or subcontractors. Maintenance shall be done at times that shall ensure that vehicles qualified for the Services are available for use in Services. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles shall be available for service during the service day.

The Contractor shall comply with all OSHA regulations. The Contractor shall dispose of any hazardous waste generated by its operation in compliance with all E.P.A. and State of New York regulations. The Contractor shall comply with all State Storm Water Runoff Act requirements under the Federal Clean Water Runoff Act. The Contractor shall ensure that all mechanical parts and materials meet or exceed O.E.M. specifications.

Lewis County, or its designee, may inspect the vehicles at any time, unannounced and announced, either at the Contractor's location or while the vehicle is in service. If, in the opinion of Lewis County, a vehicle does not meet Lewis County safety standards, and has failed to be maintained or inspected by the manufacturer's specified standards, it may be "red tagged." A vehicle that has been "red tagged" shall not go into Services and/or shall be immediately removed from the Services. A "red tagged" vehicle shall not be released for service until the problems associated with it have been rectified by the Contractor and verified by Lewis County. At no time may vehicles be placed into service in an unsafe condition, or with broken or cracked windows, non-functional major systems, such as heating, air conditioning, or lighting, major leaks or smoking exhaust, or loose or dragging components.

The County will expect that County vehicles be returned to Service within an acceptable timeframe. The County will be notified of any of its vehicles taken out of service and provided with a corrective action plan to place the vehicle back in service. The County will provide written consent to the corrective action plan for the vehicle. Acceptable timeframes are as follows:

- For scheduled preventative maintenance services, all County-owned vehicles must return to the County system within 24 hours.
- For NYS DOT inspection services, all County-owned vehicles must return to the County system within 3 days.
- For body repair services, all County-owned vehicles must return to the County system within 14 days. If repair services are expected to last more than 14 days, the County should be notified and should agree to the extended schedule.

#### **4. Preventive Maintenance Requirements**

Preventive maintenance shall be performed or obtained by the Contractor by manufacturer recommendations for all vehicles and after-factory systems and subsystems. A comprehensive preventive maintenance program shall be established that ensures compliance with all manufacturer's recommendations, but which, at a minimum, ensures that a complete preventive maintenance inspection (PMI) shall be performed on each vehicle at no more than 6,000-mile intervals or 30-day intervals, whichever comes first. The 6,000-mile or 30-day window shall not be exceeded.

Preventive maintenance reports shall be kept in the individual vehicle file as a reference for future PMIs. PMI reports are subject to review by Lewis County when necessary. The Contractor will be expected to submit monthly maintenance tracking reports to Lewis County.

A vehicle shall not be placed in the Services if it has traveled more than 6,000 miles since the last Preventive Maintenance Inspection. If a vehicle has not met preventive maintenance standards, it shall be removed from the Services.

The Contractor shall use quality materials when doing any repairs to the vehicles. The lubricants used shall meet or exceed the manufacturers' standards.

The Contractor is encouraged to utilize Lewis County-based maintenance facilities for subcontractors to minimize deadhead mileage and hours excluded from service.

## **5. Safety/Inspections**

The Contractor shall perform daily pre-trip safety inspections of vehicles before beginning each day's service and conclude with daily post-trip safety inspections of vehicles upon completion of the route or whenever a driver change is necessitated. To pass inspection, vehicles must comply with all applicable government regulations. Lewis County may inspect vehicles at any reasonable time and may bar a vehicle from service until the problem(s) are corrected. Any vehicle not passing the daily pre-trip inspection will not be used for service until the reason for failing the inspection has been corrected. The Contractor shall, to the extent possible, schedule bus inspections within Lewis County to reduce non-revenue mileage on the vehicles.

The Contractor shall have a written Emergency Evaluation Procedure. Safety drills shall be performed as required by Section 3623 of the NYS Education Law and shall include practice and instruction in the location, use, and operation of the emergency door, fire extinguishers, first-aid equipment, and windows as a means of escape in case of fire or accident. Drills shall also include instruction in safe boarding and exiting procedures with specific emphasis on when and how to approach, board, disembark, and move away from the bus after disembarking.

At no time shall passengers be left unattended in the vehicle. Drivers must make visual contact with the responsible party upon drop off at the residence. Drivers must perform inspections at each drop-off site to ensure that no riders are left on the vehicle. Drivers must perform back-to-front inspections unless electronic sensors are installed in the vehicle. Documentation must be maintained to confirm inspection was performed.

## **6. Vehicle Inspection Requirements**

The Contractor shall ensure that all vehicles are inspected according to an inspection schedule and in a timely manner in accordance with the State of New York and Federal DOT requirements.

Lewis County or its designees shall be allowed onboard at any time to inspect wheelchair and occupant securement systems for proper use and to verify proper procedures are followed.

## **7. Fuel, oil, and other lubricants and fluids Requirements**

The Contractor shall be solely responsible for providing all fuel, oil, and other lubricants and fluids used while providing the Services.

The chosen Contractor will be provided the opportunity to utilize the County's fuel supply located at the Highway Department facility, 7362 East Road, Lowville, at the rates and charges set by the County Highway Department, in order to avoid excess fuel surcharges. The Contractor will only use the County fuel system to fill vehicles used on the Lewis County Public Transportation system and will follow the established County Highway Department protocols. The County Highway Department will bill the Contractor at the beginning of each month for the previous month's fuel consumption. The Contractor will pay the County Highway Department invoice in accordance with the terms details on each invoice. Due to the savings that this partnership will provide, fuel surcharges for system fuel will not be considered and eligible expense of this contract. As of March 1, 2024, the County Fuel rate was \$3.148 per gallon of diesel.

## **8. Vehicle Usage**

County owned vehicles are available to be used solely for the provision of this public transit service. County-owned vehicles shall not be used for any separate contract work the Contractor may provide. Lewis County will enter into a Third-Party Lease Agreement with the Contractor for these vehicles. Current County inventory follows below:

Lewis County Vehicle Inventory As of: 05/09/2024

| <b>Bus No.</b> | <b>Year</b> | <b>Mileage</b> | <b>Model</b> | <b>Body Man.</b> | <b>Seats</b> | <b>WC</b> | <b>Bike Rack</b> |
|----------------|-------------|----------------|--------------|------------------|--------------|-----------|------------------|
| 19260          | 2019        | 180,558        | E350         | Ford             | 10           | 1         | No               |
| 20061          | 2020        | 179,520        | Freightliner | Defender S2C     | 31           | 6         | No               |
| 22001          | 2022        | 48,578         | Freightliner | Defender S2C     | 28           | 2         | No               |
| 22002          | 2022        | 53,473         | Freightliner | Defender S2C     | 28           | 2         | No               |
| 22003          | 2022        | 39,510         | Freightliner | Defender S2C     | 28           | 2         | No               |
| 22004          | 2022        | 43,294         | Freightliner | Defender S2C     | 28           | 2         | No               |
| 22005          | 2022        | 31,045         | Freightliner | Defender S2C     | 28           | 2         | No               |
| 22006          | 2022        | 39,074         | Freightliner | Defender S2C     | 28           | 2         | No               |

### **2.2.10 Communication Equipment & Software Requirements**

#### **1. Dedicated Email Accounts and Contact Lists Requirements**

The Contractor shall provide Lewis County with email addresses for the Contractor's staff member who will be responsible for communicating effectively and receiving essential reports and other documentation. At least one (1) alternate email address shall be given for each, in case there are problems with sending to the primary address.

#### **2. Two-Way Mobile Radio System Requirements**

Contractor shall provide, unless entered into a Third-Party Lease Agreement with Lewis County, a two-way radio communications system capable of maintaining reliable communication with all vehicles/drivers in the Services. The radio system shall be designed to have a minimum 95/95 performance (95% coverage 95% of the time). Results of an acceptance test documenting the system's performance shall be provided to Lewis County following installation of the system.

### **2.2.11 Performance Requirements with Resulting Performance Penalties or Service Exclusions**

The Contractor's quality of service, as reflected in the six (6) performance requirements detailed in this Section is very important. Therefore, the Contractor shall meet all stated performance requirements, as its failure to do so shall result an assessment of penalties against the Contractor; and may also require the implementation by the Contractor of corrective actions or termination of the Contract by Lewis County.

Lewis County reserves the right to make unannounced visits to the Contractor's facilities to inspect records, vehicles, and equipment relating to safety and quality of service. Such inspections shall include but are not limited to, trip records, billing records, accident records, vehicle records, training procedures, employee training, and performance records.

The Contractor and Lewis County agree that the amount of actual damages caused by the Contractor because of the failure to meet a specific performance requirement would be difficult to calculate precisely, but that the sums outlined in this section for each failure by the Contractor to meet a performance requirement represents a reasonable approximation of such damages. This provision is intended by the parties to compensate the County in the event of the Contractor's failure to meet a performance requirement, not to penalize the Contractor, and shall not be intended to bar the County from recovering actual, consequential damages or from seeking other legal or equitable remedies for other breaches of this Contract.

When Lewis County assesses performance penalties against the Contractor, Lewis County shall reduce the amount paid for a future invoice by the amount of performance penalties. This assessment of performance penalties may occur for up to one (1) year after Lewis County becomes aware of any failure by the Contractor to perform in accordance with this Section. If performance penalties are going to be assessed, Lewis County shall notify the Contractor, in writing, of the Contractor's specific failure to perform in accordance with this Section, before Lewis County reduces the amount paid for an invoice.

The performance requirements that the contractor must meet or exceed are set forth below. The consequence(s) of the Contractor's failure to meet each performance requirement are set forth under each performance requirement. This includes failed corrective actions or performance penalties.

#### **1. On-Time Performance Requirement**

Lewis County's goal is for 95% of all pick-ups to be on-time and 95% of all drop-offs to be on-time.

#### *Performance Penalties*

A Contractor's failure to maintain the 95% on-time standards for published stop locations for three (3) consecutive months shall cause Lewis County to reduce the amounts owing to the Contractor by 5% for each of these months. If the Contractor continues to fail to maintain

the 95% on-time standards for published stop locations for additional consecutive months immediately following the initial three months, Lewis County will reduce the amounts owing to the Contractor by 10% for each of these additional months.

Adequate documentation of circumstances outside of the Contractor's control that caused the failure to maintain the 95% on-time standards may be included in the Contractor's Daily Incident Log, and could, at Lewis County's sole discretion, result in the determination that the situations outside the control of the Contractor may include extreme weather, extreme traffic delays, vehicle breakdown (unless it is determined that required preventive maintenance has not been performed on the vehicle involved), and vehicle accidents in which the Contractor was not to any extent at fault.

## **2. Driver's Trip Log and Manifest Requirement**

Drivers will be required to maintain logs for each day of service. The Contractor is expected to complete 95% of all information required for each driver's Trip Log. Logs will include the total number of passengers on each trip, passenger utilization reports illustrating passenger boarding and de-boarding activity throughout the route, daily vehicle mileage reports including revenue and non-revenue miles, vehicle utilized, fares collected (e.g. full fare, transfers, tokens, passes, etc.) and other pertinent information deemed necessary by the County and NYSDOT.

It is the responsibility of the Contractor to reconcile the daily driver logs with the monthly STOA reports that are submitted to the County.

### *Performance Penalties*

A Contractor's failure to maintain complete Drivers Trip Log Requirements shall cause Lewis County to reduce the amounts owing to the Contractor by 5% for each month cited. If the Contractor continues to fail to maintain the 95% completion of Driver Trip Log Requirements for additional consecutive months immediately following the initial three months, Lewis County will reduce the amounts owing to the Contractor by 5% for each of these additional months.

## **3. Complaint Response Requirement**

The Contractor is expected to have not more than one (1) valid complaint for every 1,000 one-way passenger trips provided.

Contractor must respond to customers issues and concerns within five (5) business days. Complaints received by Lewis County may be forwarded to the Contractor for investigation. If forwarded, the Contractor shall thoroughly investigate the complaint and provide a detailed response of findings in writing, along with proposed corrective actions, within five (5) business days of receipt.

### *Performance Penalties*

The Contractor's failure to respond within five (5) business days shall result in performance penalties equal to \$50 per incident, per day, for every day beyond the five (5) days that the Contractor has to respond.

## **4. Accidents and Incidents Requirement**

The Contractor is expected to have not more than one (1) preventable accident for every



100,000 vehicle miles of service provided.

All accidents or incidents associated with the Services (regardless of the severity or location) shall be reported to Lewis County within twelve (12) hours of occurrence. Accidents involving any injuries are to be reported to Lewis County immediately. The initial report shall be made by telephone. Written reports shall follow within five (5) working days. A police report shall be filed immediately by the Contractor for any accident involving Lewis County's or the Contractor's vehicles. The Contractor shall obtain a copy of any police report pertaining to the Services provided on behalf of Lewis County and provide the report to Lewis County.

The Contractor is also required to report all vehicle accidents to the Statewide Transportation Incident Command Center (STICC) through the Region 7 office of the NYSDOT.

#### *Performance Penalties*

If the Contractor fails to report an accident or incident to Lewis County, or its designee, within the required period identified above, the Contractor may be charged \$500.00 per occurrence, per day, that the report is late for accidents/incidents that did not involve passenger injury and \$5,000.00 per accident/incident, per day, for occurrences that did involve a passenger injury. After 3 (three) days of failure to report, the contract is subject to termination.

### **5. Vehicle Maintenance Requirement**

The Contractor is expected to have not more than three (3) improper vehicle maintenance violations within a twelve (12) month period. The Contractor shall ensure that vehicles used for the Services to be provided under this contract are maintained by the contract requirements. Major body damage to vehicles shall be reported to Lewis County immediately. Minor body damage shall be reported to Lewis County within twelve (12) hours of occurrence.

If a vehicle is in service with body damage, the Contractor shall provide proof that there is a reason the vehicle could not be immediately repaired. Lewis County may order that a vehicle be immediately removed from the Services if it fails to meet any of the required standards.

To facilitate customer service and improve vehicle life, vehicles shall remain clean and free from body damage (other than minor scratches). If vehicles are inspected by Lewis County staff and found not in compliance with these requirements, written notice shall be served. If the contractor does not bring its vehicles up to standard within 30 days, the contractor may be subject to liquidated damages.

#### *Performance Penalties*

Performance Penalties equal to \$100.00 may be deducted from the Contractor's invoice for each review by Lewis County, or an authorized agent of Lewis County, that finds vehicles not to have been maintained according to the requirements described herein (as described in 2.2.9 1-8) or within the Third-Party Lease Agreement. All such vehicles shall also be taken out of the Services until deficiencies have been corrected and Lewis County approves the vehicle for Services.

### **6. Uniform Dress and Appearance Requirement**

The Contractor shall require a uniform, which conveys a professional image, to be worn by all drivers when operating a vehicle in-service.

The Contractor shall see that drivers' uniforms remain in good repair and do not appear old or worn out. Uniforms that are not in good repair shall be replaced at no cost to Lewis County. Lewis County may require drivers to have new uniforms should appearances not meet the defined standard.

### **2.2.12 Performance Monitoring and Benchmarking**

On a periodic basis, Lewis County shall evaluate each Contractor's performance based on the requirements of Section 2.2.11.

### **2.2.13 Data Collection and Reporting Requirements**

The Contractor shall provide reports as detailed by Lewis County in this Contract. The Contractor shall also comply with all applicable statutes, rules, and regulations of the New York State Department of Transportation and the Federal Government and will submit to the County such reports as may be required for participation in State and Federal programs during the term of the Contract including STOA, Section 5310 and 5311 reporting. At a minimum, the Contractor shall provide the following reports:

#### **1. Staffing Roster**

The Contractor shall maintain a current roster of the staff members qualified to perform the Services, which includes the individual's name, date of birth, and valid driver's license number. The Contractor's updated roster shall be made available upon request of Lewis County and/or designee. This list shall be used by Lewis County for the on-street spot inspection of drivers and to confirm compliance with other performance requirements. The name, date of birth, and valid driver's license number of any new employee shall be reported to Lewis County within two (2) weeks of starting employment.

Lewis County shall reconcile the Contractor's roster with Lewis County's records to ensure that Lewis County maintains up-to-date files on each of the Contractor's staff members.

#### **2. Vehicle Roster**

The Contractor shall maintain a list of all vehicles registered with Lewis County for use in the Services. This list shall include the following information about each vehicle: the make and model, date of manufacture, seating capacity, vehicle identification number (VIN), fleet number, and current mileage. The Contractor will make it available upon request.

The Contractor shall maintain a separate file for each Lewis County registered vehicle, which shall include a complete maintenance and repair history, inspection and licensing information, and documentation of the same.

#### **3. Vehicle Maintenance Records**

The Contractor shall submit a monthly log of all repairs performed on the vehicles used for this Contract to Lewis County and must keep all supporting receipts for Lewis County to review upon request.

#### **4. Bundled Driver's Trip Logs**

The Contractor shall ensure that all drivers' Trip Logs are collected for each day of service. The Contractor shall also ensure that each log is completed in its entirety before bundling the day's logs. All Driver Trip Logs will be submitted to Lewis County no later than the fifth (5) day of the following month.

#### **5. National Transit Database Reporting (NTD)**

The Federal Transit Administration (FTA) requires Lewis County to report annually specific operating, performance, and vehicle data as a condition of federal funding. To comply with FTA requirements, the Contractor shall provide the information required, in a timely manner, for Lewis County to complete the NTD reporting. Lewis County shall notify the Contractor, in writing, of the required information and the due date for such information.

The Contractor agrees that because it is a public transportation operator, the County, representatives of NYS DOT, and the Federal Government shall at any time and upon reasonable notice have the right of inspection of any and all records associated with the Lewis County public transportation operation. The Contractor also agrees to provide the County within 120 days of the end of each calendar year a financial report in compliance with NYS DOT requirements.

## **6. Local, State, and Federal Reporting**

The Contractor shall maintain all operational records consistent with the FTA's and NYSDOT's policies for record handling. Such records include, but are not limited to: trip manifest, driver's trip logs, dispatch records, billing records, accident reports, and any other paper or magnetic records relating to the operation of the Services. These records shall be surrendered, on demand, and at no additional cost, to Lewis County.

## **7. Daily Vehicle Log**

Drivers are required to produce a daily vehicle log that lists the names of the driver, aide, and passengers who are transported that day. The daily vehicle log will clearly indicate whether the passenger was transported one-way or round trip. The daily vehicle log shall be filled out completely, signed, dated, and kept on file with the Contractor and available to Lewis County or The Arc upon request. For each Arc Day Program or Work location, The Arc requires a Trips Report on a monthly basis which includes the name of the rider, number of round trips, and one-way trips provided for each day in the month with the monthly total by person of Round Trips and One-Way Trips.

## **8. Record Retention and Inspection**

The Contractor shall maintain all required operational and financial records, including required reports, as well as original data collection forms (incident reports, accident reports, timesheets, etc.), for eight (8) years after final payment and all other pending matters are closed.

Lewis County, the New York State Department of Transportation, the FTA or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor, which are related to the Services.

### **2.2.14 Service-Related Meetings**

Service-related status meetings shall be scheduled by Lewis County and/or its designee as needed. The Contractor shall attend such meetings. Lewis County anticipates meetings shall be held with the Lewis County Transportation Task Force to discuss among other topics, current or potential service problems and proposed solutions. These meetings serve to maintain open and frequent communications between Lewis County, health and human service providers, businesses, education institutions, and the Contractor. Occasionally, additional meetings may be required, particularly during the beginning of the Contract. Unless otherwise notified, a representative from the Contractor's management, or another employee with decision-making authority, shall attend all meetings.

### 3. SPECIFIC REQUIREMENTS:

**3.1** The Contractor agrees to provide services to the County as an independent contractor and not as an employee, as those terms are understood for New York and Federal law purposes. The Contractor agrees to provide for, secure, and/or be solely responsible for any and all required fees, permits, Workers Compensation coverage, Unemployment Insurance, Disability Insurance, Social Security contributions, income tax withholding, and any other insurance or taxes, including but not limited to Federal and New York taxes, for any persons performing services pursuant to a subsequent agreement, including the Contractor, and any employees of the Contractor. The Contractor agrees to indemnify the County and hold the County harmless from any claims, suits, losses, or damages, including reasonable attorney's fees, resulting from any failure on the part of the Contractor to satisfy its obligations as stated herein.

**3.2** The Contractor acknowledges and agrees to purchase, register, and insure any and all necessary equipment and vehicles to provide the scope of services identified. Automobile liability insurance must have a minimum limit for bodily injury and property damage of \$1,000,000 /\$2,000,000.

**3.3** The contractor acknowledges and agrees to purchase comprehensive general liability insurance with minimum liability limits of \$1,000,000 / \$2,000,000 for personal injury and property damage, and \$2,000,000 aggregate to protect against claims brought against the County, which may arise from the provision of services under a subsequent agreement. The Contractor agrees to name the County as an additional primary insured.

**3.4** The Contractor agrees to indemnify the County and hold the County harmless from any claims (including but not limited to claims under Labor Law Section 240, if applicable), suits, losses, or damages resulting from or relating to any services provided by the Contractor and/or equipment or materials used by the Contractor, or any other person performing services pursuant to a subsequent agreement. The Contractor shall be liable to the County for any loss, damage or destruction of any property, materials, goods, documents, or other items, including reasonable attorney's fees, resulting from or related to the negligence, or other wrongful acts of the Contractor, the Contractor's employees, or any other person performing services pursuant to a subsequent agreement.

**3.5** The Contractor may not assign, transfer, sublet, or otherwise dispose of the Agreement without the prior written consent of the County.

**3.6** The County reserves it right to require additional contractual provisions it deems appropriate to give effect to this Proposal.

**3.7** If awarded, this will be a fixed-price contract, the price you quote in your proposal should include all expenses and be final.

### 4. ELIGIBLE APPLICANTS

Eligible Proposers include active SAM.gov enrolled state or local government authorities, private, nonprofit organizations, and operators of public transportation that meet the RFP criteria. **Proof of SAM.gov eligibility and standing must be submitted with each bid.** Firms or individuals whose names appear on the U.S. General Services Administration's list of ineligible contractors will not be considered. Applications will be accepted for services within Lewis County's designated service areas.

## *Insurance Requirements*

### *Coverage*

The Contractor shall, at its own expense, maintain in full force and effect during the term of this Agreement insurance policies providing at least the following insurance coverages:

| <u>Type of Coverage</u>                                                                                               | <u>Limits of Coverage</u> |                 |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------|
| Worker's Compensation and Disability Benefits.                                                                        | Statutory                 |                 |
| Employer's Liability or similar insurance.                                                                            | \$1,000,000               | each occurrence |
| Automobile Liability (owned                                                                                           | \$3,000,000               | aggregate       |
| and non-owner), Bodily Injury, and Property Damage.                                                                   | \$1,000,000               | each occurrence |
| Commercial General Liability                                                                                          | \$3,000,000               | aggregate       |
| including broad form contractual liability products /<br>completed operations, bodily injury, and property<br>damage. | \$1,000,000               | each occurrence |

Contractor will, at its own expense, obtain and maintain in effect insurance coverage for third-party bodily injury and property damage in the amount of the \$250,000 combined single limit per claim and required state minimum uninsured motorist coverage and required stated minimum underinsured motorist coverage.

### *Form of Insurance*

Such policies shall be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing, satisfactory to the County, who have been fully informed as to the nature of the services to be performed.

With the exception of Worker's Compensation, the County shall be an additional insured as their interest may appear for liabilities arising out of the conduct of the Contractor, the liability to pay premiums shall be the sole obligation of the Contractor and not that of the County. The Contractor irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks, commercially insurable, under the insurance required herein. The provision of such insurance by the Contractor shall not, in any way, limit the Contractor's liability under this Agreement.

The Contractor shall attach to this Agreement certification of insurance evidencing, to the satisfaction of the County, the Contractor's full compliance with these requirements. Provision of a Certificate of Insurance alone, without an endorsement is not considered sufficient. The Contractor shall provide an endorsement to the policy clearly demonstrating that the County is additionally insured.

### *Primary Coverage Without Right of Contribution*

Each policy of insurance shall contain clauses to the effect that such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests.

### *Notice of Cancellation*

Each policy of insurance shall not be canceled, including, without limitation, for non-payment of premium; nor shall it be materially amended, without 30 days prior written notice to the County through the County Attorney. The County shall have the right to pay any necessary premium(s) to keep such insurance in effect and charge the cost of such back to the Contractor.

### *Basis of Claims*

To the extent that it is commercially available, each policy of insurance shall be provided on an “occurrence” basis.

**Should any insurance not be commercially available on an “occurrence” basis, such insurance shall be provided on a “claims made” basis. All such “claims made” basis policies shall provide that:**

- A. Policy retroactive dates shall coincide with or precede the Contractor’s starting date of services to the County under this Agreement, as shall all subsequent policies have been purchased as renewals or replacements.
- B. The Contractor shall maintain, in a form acceptable to the County, similar insurance for at least six (6) years following final acceptance of its services performed by the Contractor under this Agreement.
- C. Where such insurance may be terminated for any reason, the Contractor agrees to provide an unlimited extended reporting provision for filing claims that may arise from services to the County performed by the Contractor under this Agreement.
- D. Immediate notice shall be given to the County, through the County Attorney clearly advising the County of all circumstances or incidents that may give rise to future claims with respect to services performed by the Contractor under this Agreement.

### *Breach*

The Contractor shall obtain replacement insurance within thirty (30) days of the notice of loss of coverage, in the absence of which the Contractor shall be in breach of this Agreement.

## **5. PROPOSAL FORMAT**

Proposals, with a cover letter, must be submitted by the date and time specified in the RFP cover letter. The responsibility of proposal delivery is solely that of the Proposer, notwithstanding delays resulting from postal handling or any other reason.

### **5.1 Content of Proposals**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Submission of technical literature, display charts, or other supplemental materials are the responsibility of and within the discretion of Proposers. Lewis County shall not be liable for any expense incurred in the preparation of proposals.

#### **5.1.1 Technical Proposal**

##### **1. Description of Applicant’s Organization**

Provide a brief synopsis of the organization including when and where incorporated, major business activities, prior business activities, corporate structure (corporation, sole proprietorship, public agency, etc.), financial information and corporate officers of the organization/firm.

## **2. Relevant Experience**

Fully describe your company's relevant experience and responsibilities to the objectives and tasks outlined in this RFP. Please include the following information:

- a.) Describe the firm's experience providing transportation services; including the time the firm has been in the transportation business, the types of service provided, and other pertinent information that will help Lewis County understand your firms' capability to provide the required Services; specifically noting rural deviated fixed route service and if applicable, coordination with other systems.
- b.) Describe the firm's experience providing Services under federal or state programs.
- c.) Describe your customer satisfaction record. This may include both individuals and government entities for which you have provided Services.
- d.) Provide the names and telephone numbers of three (3) references from organizations that will confirm your proven ability to perform the Scope of Services outlined in this RFP.

## **3. Organizational Structure/Personnel**

Fully describe the organizational structure of your company, providing an organization chart reflecting the relationship of staff assigned to this project to the overall company structure. Describe (in specific terms) the level of corporate responsibilities and duties that will be provided to support the operation in Lewis County. Indicate experience and responsibilities of all personnel to be assigned to provide the Services required under this contract. Provide resumes and any other information detailing the experience and qualifications of all management personnel to be assigned to this project. Include the anticipated staff your agency anticipates will commit to perform the services.

## **4. Description of Facilities**

Describe the facilities you will use to manage and provide transportation services in Lewis County. Describe any equipment and/or software programs you use that you believe will enhance your ability to provide the required Services.

## **5. Description of Maintenance Program**

The successful proposer shall be responsible for all maintenance, regardless of whether vehicles are owned by the contractor or by Lewis County. To ensure reliable services are provided to the citizens of the County, describe in full detail, the proposed preventive maintenance program (including vehicle cleanliness), indicating intervals between service maintenance, events performed at each service, etc. Describe how routine maintenance will be performed on site. Also, describe proposed actions in event of unforeseen breakdowns while vehicle is in revenue service. Proposer is to include their NYSDOT profile for the past three years.

## **6. Description of Driver's Hiring Criteria/Training**

Fully describe the proposed procedures for recruitment, screening, selection, and training of drivers. Proposers should note the provisions within this RFP, which indicate that a mandatory program of alcohol and drug testing as prescribed by the Federal Transit

Administration must be maintained by the proposer.

## **7. Services Proposal**

Provide a detailed description of your technical plan for fulfilling the required objectives and tasks as outlined in this RFP. Include the following in this description:

1. A statement of understanding of Lewis County's goals and the service requirements to which this RFP is addressed.
2. A work plan for providing each function necessary to deliver the required Services. Specific functions to be described include your firm's approach to overall management, confidential information management, marketing, dispatching, scheduling, road supervision, and maintenance management. Other elements of the approaches and methods your firm uses to provide transportation services that you believe will enhance your ability to provide the Services required under this contract should also be described.
3. A description of your firm's approach to customer service and employee retention.
4. A description of your firm's approach to determining and addressing the transportation needs of the community.
5. A description of your firm's approach to safety as it applies to vehicle management, and driver training and management.
6. A description of your firm's performance monitoring and quality control.
7. Your expected interface with Lewis County staff.
8. Any anticipated problems with the work required under this RFP, and your proposed alternative solutions.
9. If your firm has the required operating authority to service the LCPT system, provide a copy of said authority with the proposal.
10. Eligible contractors must be actively listed on SAM.gov. Proof of eligibility requirement should be submitted with the proposal.

## **8. Safety Record and Accident History**

Fully describe your company's safety and accident processes. Attach a copy of your company's policies and procedure manual to the proposal. Also, include a five (5) year history of any accidents and safety violations.

## **9. Additional Information and Comments**

Include any other information that is believed to be pertinent, but not specifically asked for elsewhere in this RFP.

### **5.1.2 Cost Proposal**

1. Each Proposer shall submit a cost proposal showing its proposed overall budget for four years with budget justification in narrative form. The proposed fees should reflect all costs of the service, including both the direct costs of service (such as driver staff hourly pay, and the fuel required for the trip) and indirect costs and earnings (including costs such as management staff, vehicles, maintenance, and insurance). Proposers shall demonstrate techniques to minimize non-revenue miles and hours. As part of the overall budget, the Proposer will provide per-mile costs for each of the following:
  - a. Routes Services – Per mile rate should include all established routes and will be applicable to newly created routes/one-day route extensions. Separately from the cost of the routes please provide an hourly/annual wage for aides even



though they may not be required at this time for a route.

- b. Dial-A-Ride Service
- c. Demand Response/Medicaid Van for Non-Emergency Medicaid Transportation Service

To assist Proposer with Cost Proposal, the following rider and mileage figures should be taken into account:

|                                      | 2021    | 2022    | 2023    |
|--------------------------------------|---------|---------|---------|
| Total Riders                         | 16,054  | 30,367  | 40,335  |
| Total Revenue Vehicle Miles          | 249,642 | 310,775 | 323,894 |
| Total Deadhead Vehicle Miles         | 7,192   | 13,349  | 74,097  |
| Dial-A-Ride Miles                    | 15,728  | 18,356  | 44,829  |
| Non-Emergency Medical Transportation | 1,824   | 1,790   | 4,133   |

- 2. Provide certified financial statements for the last three fiscal years. If certified financial statements are not available, provide financial statements sworn to by the firm's Chief Financial Officer.

### 5.1.3 Proposer's Forms

Proposals should include all required forms in Section II Proposer's Forms, Non-Collusion Form, the Anti-Sexual Harassment Form, the Corporate Attestation Form, and the Iran Divestment Act. Failure to submit the required forms shall be a basis for rejection of your proposal.

### 5.1.4. Proposal Submission

Proposals shall be submitted with a cover letter in three parts:

- 1. **Part 1 - Technical Proposal**
- 2. **Part 2 - Cost Proposal**
- 3. **Part 3 - Proposer's Forms**

The proposal shall designate a single representative with whom the County shall communicate regarding the proposal and contract negotiations, if any.

Lewis County recognizes that there may be elements of the technical information considered proprietary. The Proposer shall identify any specific information or design detail that is proprietary. Mark clearly and prominently each and every page or sheet of such materials with "PROPRIETARY" as it determines to be appropriate. Lewis County will endeavor to protect such information and design details against unnecessary disclosure. Under no circumstances, however, will Lewis County be responsible or liable to the Proposer or any other party for the disclosure of such labeled material.

All language in the Proposal shall be in English (U.S. terminology). All documents,

conferences, letters, faxes, and technical information shall be prepared, conducted, or offered solely in English. Dimensions of drawings must include U.S. units. It is not necessary to revise existing drawings to replace metric units with U.S. units. All critical data or text on drawings which will be relevant to the evaluation process must be translated into English. If a discrepancy exists between U.S. and metric units, the U.S. units shall govern.

The Technical Proposal package shall be clearly marked "TECHNICAL PROPOSAL – Lewis County Management, Operation, and Maintenance of the Public Transit System".

The Cost Proposal package shall be clearly marked "COST PROPOSAL – Lewis County Management, Operation and Maintenance of the Public Transit System".

The package of Proposer's Forms shall be clearly marked "PROPOSER'S FORMS – Lewis County Management, Operation and Maintenance of the Public Transit System".

Any color materials included with the proposal shall be easily photocopied and clearly readable in black and white. All language used in the proposal and any exhibits shall be English (U.S. terminology).

Lewis County will not accept proposals by facsimile, e-mail or any other electronic means, except where specifically requested. The entire proposal shall be submitted in a sealed package and shall be clearly marked "Proposal for Lewis County Management, Operation and Maintenance of the Public Transit System." A full and complete digital copy on a USB drive should also be provided with the sealed package.

The complete Proposal shall be submitted in accordance with the cover letter of this RFP.

## **5.2 Evaluation of Proposals**

An Award Committee will consist of the General Services Legislative Committee, County Manager, Department of Planning & Community Development, and The Arc, Oneida-Lewis. Lewis County evaluation team members may also make site visits to Proposer's facility, as necessary. Proposals will first be reviewed on a pass/fail basis for responsiveness to the specifications and requirements of the RFP, including instructions governing submission and form. Any non-conforming or incomplete proposals will be disqualified unless Lewis County determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Proposer is acceptable.

Lewis County will then score all proposals that meet the initial pass criteria. The award shall be made by best value and must be in the best interest of Lewis County. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. Price will not necessarily be the determining factor in the award of the contract. The Award Committee will make its recommendation to the full Board of Legislators for their approval. Contract award will be made by resolution of the Board of Legislators.

### *Evaluation Phases*

The evaluation will be conducted in four (4) phases:

#### *Phase 1: Evaluation of Proposal Requirements*

Proposal and all forms completed and submitted on time: Pass/Fail

#### *Phase 2: Evaluation of Technical and Cost Proposals; Completion of Reference Checks*

Scoring of Technical Proposal: Ranking

| <b>Total Possible Score</b> | <b>Criteria</b>                                                           |
|-----------------------------|---------------------------------------------------------------------------|
| <b>5</b>                    | Attachment A: Description of Applicants Organization                      |
| <b>10</b>                   | Attachment B: Relevant Experience                                         |
| <b>10</b>                   | Attachment C: Organizational Structure/Personnel                          |
| <b>5</b>                    | Attachment D: Description of Facilities                                   |
| <b>5</b>                    | Attachment E: Description of Maintenance Program                          |
| <b>5</b>                    | Attachment F: Description of Driver Hiring Criteria and Proposed Training |
| <b>10</b>                   | Attachment G: Services Proposal                                           |
| <b>5</b>                    | Attachment H: Safety Record and Accident History                          |

#### Scoring of Cost Proposal: Ranking

| <b>Total Possible Score</b> | <b>Criteria</b>                        |
|-----------------------------|----------------------------------------|
| <b>40</b>                   | Attachment A: Budget and Justification |
| <b>5</b>                    | Attachment B: Financial Statements     |

*Phase 3: Interviews with the Firm and proposed Key Management Staff of Proposers who are within the competitive range established by Lewis County*

#### Scoring of Interview: Responsive, Neutral, Unresponsive

*Phase 4: Final Score Weighting and Recommendation to Award Compilation of Award Committee members' evaluation; Lewis County Board of Legislators Approval*

#### *Phase 1: Proposal Requirements*

The purpose of this phase is to determine whether each proposal package is sufficiently responsive to the RFP to permit its complete evaluation. Proposals will be evaluated by the Award Committee to determine if they comply with the instructions to Proposers listed within the RFP.

#### Scoring Procedures and Description: Proposal Requirements Pass/Fail.

Proposals that have been determined by the Award Committee to be sufficiently responsive to all criteria as detailed within the RFP proposal sections listed above will receive a “pass” score and will move onto Phase 2 scoring.

Proposals receiving a “fail” score on any criterion may be rejected by the Evaluation Committee. The Award Committee, however, reserves the right to request clarification or compliance from a Proposer receiving a “fail” score and may adjust the pass/fail score based on subsequent explanatory information submitted by the Proposer. Proposers may only explain the content of their proposal, no new information or material may be provided by

Proposers after the proposal's due date.

### *Phase 2: Technical/Cost Proposals and References Checks*

The purpose of this phase is to measure the merits of the technical components of the proposal against the evaluation criteria. Award Committee members will independently review each submitted Technical and Cost proposal. The overall budget will be evaluated as it relates to the work approach, firm capabilities, and other elements described in the Proposer's Technical Proposal.

The other portion of this phase is to verify and substantiate the firm's capabilities– in terms of the company as a whole as well as the qualifications and experience of the proposed key management staff. The evaluation of a Proposer's past performance is a key evaluation factor of the Proposer's ability to perform the Contract successfully.

The Award Committee's approach in evaluating past performance will include contacting no less than three (3) references supplied by each Proposer as required and detailed within the RFP.

### *Phase 3: Interviews with Firm Owners and Proposed Key Management Staff*

After the completion of the Technical and Cost Proposal scoring, Lewis County will invite one or more of the highest-scoring Proposer finalists to demonstrate their qualifications, experience, and project approach before the Award Committee in an interview setting. The purpose of this phase is to evaluate the firm's capabilities and experience as well as the experience and qualifications of key personnel proposed to provide Services. The Award Committee may also ask the Proposer to respond to any questions about their proposals and to explain any information requiring clarification obtained through the Past Performance – Reference Check process.

Lewis County considers the qualifications and experience of key personnel to be important evaluation factors. Interviews will allow the Award Committee to determine the proposed key personnel members' depth of knowledge in critical areas including, but not limited to: customer service approach and responses to public transportation scenario-based questions.

The Award Committee has the right to independently research and verify all statements made by the Proposer during the interview process and may contact any or all references or agencies referred to by the Proposer during the interview proceedings.

### **Phase 4: Final Score Rating and Recommendation to Award**

As per Proposal Evaluation Criteria, proposals will be evaluated on their response to this RFP. The Award Committee will take into account all information received in Phase 2-3.

The Award Committee will make its final recommendation to the Lewis County Administrator who will take it through the Lewis County Legislative approval process.

## **6. BASIS OF AWARD:**

**6.1** All proposals will be evaluated to determine if they meet the requirements of the Request for Proposal. The County may, as it deems necessary, conduct discussions with the contractor(s) it deems reasonably suspected of being selected for award, for clarification and responsiveness to requirements. The County may assign varying weight to criteria and reserves its right to make an award based upon said criteria, including "best value", if

applicable.

**6.2** Information gathered by the County from the RFP, during any interviews, and any other information and factors deemed relevant by the County may be considered in a final award. Some additional information and criteria the County may consider but is not limited to the bidder's commitment to Lewis County, reputation of the contractor, commitment to quality of services, responsiveness, and the proposed work timeline.

**6.3** The County reserves the right to accept or reject any and all Proposals and to select proposals for award other than those with the lowest price(s) in consideration of the best value and best interests of the County.

**6.4** The Award may be made to the most responsible bidder whose proposal is determined to be in the best interest of Lewis County and deemed to best serve the County's needs and requirements, based on the evaluation of all relevant criteria and information provided including an interview with Contractor and the Award Committee.

**6.5** A successful bidder is encouraged by the County to use in-county and/or local vendors, supply entities, and labor force, if possible, in providing the services under the contract awarded for this project, but is not required to do so, nor is same a criteria in the award determination.

**6.6** The Award Committee will consist of the Finance and Rules Legislative Committee, the County Manager, the Director of Planning and Community Development, and the County Attorney. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. Price will not necessarily be the determining factor in the award of the contract. The Award Committee will make its recommendation to the full Board of Legislators for their approval. Contract award will be made by resolution of the Board of Legislators.

**6.7** Contractors will be notified in writing of the successful award after formal acceptance by the Lewis County Legislature.

## 7. CONTRACT PERIOD:

The anticipated contract period shall be from January 1, 2025 through December 31, 2028. This contract may be extended, upon mutual agreement for an additional three (3) years, on a yearly basis.

## 8. GENERAL INFORMATION:

### 8.1 Your proposal must include the following to be considered:

1. Name, Address, Contact Person.
2. Telephone Number/Fax Number/E-mail Address.
3. Relevant documentation and complete answers to questions outlined in Section 5: Proposal Format of this RFP.

### 8.2 PROPOSAL REQUIREMENTS:

1. Proposals must include a completed Transportation Provider's Application found at Section I and all required forms found in Section II.
2. Provider must submit written sections of their proposal on their own forms.
3. **One original, four (4) paper copies, one (1) digital copy of the proposal must be**

**provided.**

4. Read all documents contained in the proposal package.
5. Proposals must be submitted to:  
Cassandra Moser, Clerk of the Board  
Lewis County Courthouse, 2<sup>nd</sup> Floor Room 225  
7660 North State Street  
Lowville, New York 13367

To be considered, the proposal must be received no later than **Thursday, July 18<sup>th</sup>, 2024, at 2:00 p.m.** No proposals will be accepted after the designated time. Bid packages will be opened on said date and time in the Courthouse Building, Second Floor Chambers, 7660 North State Street, Lowville, NY 13367.

Providers shall indicate on the outside of their sealed proposal the following information:

- Proposal for Lewis County Management, Operation and Maintenance of the Public Transit System
- Date and Time of Proposal Opening
- Company Name / Bidders Name

Failure to do so may result in the rejection of the proposal as being unresponsive.

No Bidder may withdraw their proposal within ninety (90) days after the actual date of opening thereof.

### **8.3 LATE PROPOSALS:**

Proposals received in the Clerk of the Board's Office after the date and time prescribed shall not be considered for contract award and shall be returned, unopened, to the Contractor.

**NOTE:** Any delay due to traffic, weather, mail or express delivery is not an exception to the deadline for receipt of proposals. Please plan accordingly.

### **8.4 NON-COLLUSION STATEMENT; SEXUAL HARASSMENT POLICY STATEMENT:**

The Non-Collusion Statement and Sexual Harassment Compliance Statement shall be returned with your proposal.

### **8.5 PROPOSAL CONTENT:**

All information required by these specifications must accompany the proposal or the provider may be disqualified.

### **8.6 ADDENDA:**

Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction. The Addenda will be e-mailed to all who are known by the County to have received a complete set of specification documents. The Addenda will also be posted on the Lewis County website, [www.lewiscountyny.gov](http://www.lewiscountyny.gov).

Copies of the addenda will also be made available for inspection at Purchasing Director's Office located in the County Courthouse Building. No addendum will be issued later than forty-eight (48) hours prior to the date and time for the receipt of offers, except an addendum withdrawing the RFP, or an addendum including postponement.

## 8.7 PROPOSAL RECEIPT BY A THIRD PARTY:

Any Contractor submitting a proposal based on incomplete or inaccurate information resulting from documentation received from any third party shall not have cause for relief from the award or completion of a contract in accordance with the official documents on file with the County of Lewis. It is STRONGLY suggested that all Contractors interested in participating in this proposal, contact the Lewis County Purchasing Department directly to assure they have received the most accurate and up-to-date material concerning this contract. The County does not offer or supply anyone with the list of people who have obtained a copy of this RFP specification for the project prior to the opening of the RFP. NO EXCEPTIONS ARE MADE TO THIS POLICY.

## 8.8 FREEDOM OF INFORMATION LAW (FOIL)

All material submitted in response to this Bid becomes the property of the County, with the same being considered public records after the award of the contract, subject to confidentiality and exemptions set forth in the Public Officers Law. Proposals will not be shared with any competing offerors during the selection phase of this procurement, however, after the award of the contract to the successful offeror, proposals and/or lawful parts of proposals received in response to this RFP may be subject to disclosure under the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. **Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County.** The New York State Freedom of Information Law (FOIL), as set forth in Article 6 of the Public Officers Law mandates public access to certain government records. Generally, proposals submitted in response to this Bid may constitute government records subject to FOIL.

Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets if publicly disclosed. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages with the notation: ***“CONFIDENTIAL”*** and inserting the following statement in the front of its proposal: ***“The information or data on pages \_\_\_\_\_ of this proposal, identified on the top thereof as “CONFIDENTIAL”, contain financial, technical, or other information which constitutes government records subject to FOIL.”*** Bidder should explain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, that could cause substantial injury to the commercial enterprise’s competitive position, and request that the County use such information only for the evaluation of this proposal.

Bidder must understand that the County is required to comply with the provisions of the New York State Freedom of Information Law (FOIL) and that public disclosure of the information contained in this proposal whether or not marked as “CONFIDENTIAL” may be required. Bidder shall not claim any damages as a result of any such disclosure by the County pursuant to FOIL. In the event the County receives a FOIL request for disclosure of information marked as “CONFIDENTIAL”, the Proposer/Bidder shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons it has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.



## **9. CONFLICTING TERMS:**

The requirements provided in the “specification” portion of these documents shall govern in any conflict with any other language provided in the general “Terms and Conditions” or any other boilerplate type information. Any conflict between the specification language and any boilerplate language will be resolved in favor of the specification language.

## **10. EXECUTORY CLAUSE:**

Any contract offered in response to this RFP shall contain the following clause: “This Contract shall be deemed executory only to the extent of funds appropriated by the Lewis County Board of Legislators and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by Lewis County beyond the amount of such funds.”

## **11. JOINT BIDS:**

Joint Bids will not be accepted. For purposes of the specifications, the term joint Bid shall include, but is not limited to, any Bid submitted jointly by two or more Contractors in the name of partnership, joint venture or other legal entity formed for the purpose of submitting such a Bid or to be formed for the purpose of entering into a contract pursuant to such Bid/RFP.

## **12. PAYMENTS UNDER CONTRACT AWARD:**

Payment for services shall be following receipt of vendor claims and invoices in accordance with Lewis County accounting/payment practices. Any claim against the contractor may be deducted by the County from any money due him in the same or other transactions. In any case, where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the County as compensation for any loss, damage, or cost incurred by the County as a result of said non-performance.

## **13. CONFLICTS OF INTEREST:**

In executing and submitting this Bid, the bidder represents and warrants that no person who is an elected official, officer, or employee of Lewis County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly interested, shall have a direct financial interest, in the contract to be awarded hereunder or in the proceeds thereof, unless such person completes and submits a Disclosure Form, on a form acceptable to the County, disclosing their interest or seeks a formal opinion from the Lewis County Ethics Board as to whether or not a conflict of interest exists. For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability entitling the County to recover all monies paid hereunder and the Contractor shall not make a claim for, or be entitled to recover, any sum or sums otherwise due under any contract awarded hereunder.

## **14. IRANIAN ENERGY SECTOR DIVESTMENT:**

Contractor hereby represents that said Contractor complies with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor has not: a. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified 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. Any Contractor 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 pursuant to Section 103 of the New York State General Municipal Law. Except as otherwise specifically provided herein, every Contractor submitting a bid in response to this Request for Bids must certify and affirm that it is not on the list created pursuant to NYS Finance Law Section 165-1 (3)(b), as set forth on one of the required forms located at the end of this RFP.

# Section 1

## TRANSPORTATION PROVIDER'S APPLICATION

Management, Operation, and Maintenance for the Lewis County Coordinated Public Transportation System

## Section 1: CHECKLIST

Please return this sheet with all documents below in the correct sequence:

\_\_\_\_\_ **Cover Page:** Complete all contractor information.

\_\_\_\_\_ **Contractor Signature Page:** Complete with person(s) authority to bind your firm.

### *Technical Proposal*

\_\_\_\_\_ **Attachment A:** Description of Applicants Organization

\_\_\_\_\_ **Attachment B:** Relevant Experience

\_\_\_\_\_ **Attachment C:** Organizational Structure/Personnel

\_\_\_\_\_ **Attachment D:** Description of Facilities

\_\_\_\_\_ **Attachment E:** Description of Maintenance Program

\_\_\_\_\_ **Attachment F:** Description of Driver's Hiring Criteria/Proposed Training

\_\_\_\_\_ **Attachment G:** Services Proposal

\_\_\_\_\_ **Attachment H:** Safety Record and Accident History

### *Costs Proposal*

\_\_\_\_\_ **Attachment A:** Budget and Justification

\_\_\_\_\_ **Attachment B:** Financial Statements

### *Proposer's Forms*

\_\_\_\_\_ **Attachment(s):** Proposer's Forms, Section II

## Section 1: COVER PAGE

Company Name: \_\_\_\_\_

Primary Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Contact Phone/Email: \_\_\_\_\_

Total years providing  
transportation service: \_\_\_\_\_

Current primary area(s)  
of service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

| <b>CERTIFICATIONS, CLEARANCES &amp; REQUIREMENTS</b>                                                                                      |         |        |                |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|----------------|
| <b>By selecting the options that apply to the following items, you attest that your agency currently has the following certifications</b> |         |        |                |
| Human Rights Clearance                                                                                                                    | ( ) Yes | ( ) No | ( ) In Process |
| Income Tax Clearance                                                                                                                      | ( ) Yes | ( ) No | ( ) In Process |
| Revenue Collection Clearance                                                                                                              | ( ) Yes | ( ) No | ( ) In Process |
| Conducts a Federal Drug/Alcohol Testing Program                                                                                           | ( ) Yes | ( ) No | ( ) In Process |
| Disadvantaged Business Enterprise (DBE)                                                                                                   | ( ) Yes | ( ) No | ( ) In Process |
| NYS Operating Authority in All Serviced Areas                                                                                             | ( ) Yes | ( ) No | ( ) In Process |
| SAM.gov Active Registration                                                                                                               | ( ) Yes | ( ) No | ( ) In Process |

## Section 1: TECHNICAL PROPOSAL

### Tab 1 – Attachment A: **DESCRIPTION OF APPLICANT’S ORGANIZATION**

Provide a brief synopsis of the organization including when and where incorporated, major business activities, prior business activities, corporate structure (corporation, sole proprietorship, public agency, etc.), financial information and corporate officers of the organization/firm.

### Tab 2 – Attachment B: **RELEVANT EXPERIENCE**

Fully describe your company’s relevant experience and responsibilities to the objectives and tasks outlined in this RFP. Please include the following information:

1. Describe the firm’s experience providing transportation services; including the time the firm has been in the transportation business, the types of service provided, and other pertinent information that will help Lewis County understand your firms’ capability to provide the required Services; specifically noting rural deviated fixed route service and if applicable, coordination with other systems.
2. Describe the firm’s experience providing Services under federal or state programs.
3. Describe your customer satisfaction record. This may include both individuals and government entities for which you have provided Services.
4. Provide the names and telephone numbers of three (3) references from organizations that will confirm your proven ability to perform the Scope of Services outlined in this RFP.

### Tab 3 – Attachment C: **ORGANIZATIONAL STRUCTURE/PERSONNEL**

Fully describe the organizational structure of your company, providing an organization chart reflecting the relationship of staff assigned to this project to the overall company structure. Describe (in specific terms) the level of corporate responsibilities and duties that will be provided to support the operation in Lewis County. Indicate the experience and responsibilities of all personnel to be assigned to provide the Services required under this contract. Provide resumes and any other information detailing the experience and qualifications of all management personnel to be assigned to this project. Include the anticipated staff your agency anticipates will commit to perform the services:

| <b>Anticipated Staff</b>                                                                                                                                                                                                                           |                 |                      |                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------|----------------------|
| For each of the following staffing categories, list the total number of individuals your agency anticipates will commit to perform the services of each category’s total, further identify the total number of full- and/or part-time participants |                 |                      |                      |
| <b>STAFF CATEGORY</b>                                                                                                                                                                                                                              | <b>QUANTITY</b> | <b>#OF FULL-TIME</b> | <b>#OF PART-TIME</b> |
| MANAGEMENT                                                                                                                                                                                                                                         |                 |                      |                      |
| DRIVERS                                                                                                                                                                                                                                            |                 |                      |                      |
| MAINTENANCE                                                                                                                                                                                                                                        |                 |                      |                      |
| ROAD SUPERVISION                                                                                                                                                                                                                                   |                 |                      |                      |
| SCHEDULERS/ DISPATCH                                                                                                                                                                                                                               |                 |                      |                      |
| OTHER: PLEASE DESCRIBE                                                                                                                                                                                                                             |                 |                      |                      |

**Tab 4 - Attachment D: DESCRIPTION OF FACILITIES**

Describe the facilities you will use to manage and provide transportation services in Lewis County. Describe any equipment and/or software programs you use that you believe will enhance your ability to provide the required Services.

**Tab 5 - Attachment E: DESCRIPTION OF MAINTENANCE PROGRAM**

The successful proposer shall be responsible for all maintenance, regardless of whether vehicles are owned by the contractor or by Lewis County. To ensure reliable services are provided to the citizens of the County, describe in full detail, the proposed preventive maintenance program (including vehicle cleanliness), indicating intervals between service maintenance, events performed at each service, etc. Describe how routine maintenance will be performed on site. Also, describe proposed actions in event of unforeseen breakdowns while vehicle is in revenue service. Proposer is to include their NYSDOT profile for the past three years.

**Tab 6 - Attachment F: DESCRIPTION OF DRIVER'S HIRING CRITERIA/TRAINING**

Fully describe the proposed procedures for recruitment, screening, selection, training, and retention of drivers. Proposers should note the provisions within this RFP, which indicate that a mandatory program of alcohol and drug testing as prescribed by the Federal Transit Administration must be maintained by the proposer.

**Tab 7 - Attachment G: SERVICES PROPOSAL**

Provide a detailed description of your technical plan for fulfilling the required objectives and tasks as outlined in this RFP. Include the following in this description:

1. A statement of understanding of Lewis County's goals and the service requirements to which this RFP is addressed.
2. A work plan for providing each function necessary to deliver the required Services. Specific functions to be described include your firm's approach to overall management, confidential information management, marketing, dispatching, scheduling, road supervision, and maintenance management. Other elements of the approaches and methods your firm uses to provide transportation services that you believe will enhance your ability to provide the Services required under this contract should also be described.
3. A description of your firm's approach to customer service and employee retention.
4. A description of your firm's approach to determining and addressing the transportation needs of the community.
5. A description of your firm's approach to safety as it applies to vehicle management, and driver training and management.
6. A description of your firm's performance monitoring and quality control.
7. Your expected interface with Lewis County staff.
8. Any anticipated problems with the work required under this RFP, and your proposed alternative solutions.
9. If your firm has the required operating authority to service the LCPT system, provide a copy of said authority with the proposal.
10. Eligible contractors must be actively listed on SAM.gov. Proof of eligibility requirement should be submitted with the proposal.

Tab 8 - Attachment H: **SAFETY RECORD AND ACCIDENT HISTORY**

Fully describe your company's safety and accident processes. Attach a copy of your company's policies and procedure manual to the proposal. Also, include a five (5) year history of any accidents and safety violations.

*Additional Information and Comments*

Include any other information that is believed to be pertinent, but not specifically asked for elsewhere in this RFP.

## Section 1: COST PROPOSAL

### Tab 1 - Attachment A: **BUDGET AND JUSTIFICATION**

Complete the four-year project annual budget using the chart below and include a narrative justification for each line item.

|                      | <b>Year 1<br/>2025</b>                                                          | <b>Year 2<br/>2026</b> | <b>Year 3<br/>2027</b> | <b>Year 4<br/>2028</b> |
|----------------------|---------------------------------------------------------------------------------|------------------------|------------------------|------------------------|
|                      | Per Mile Rate                                                                   |                        |                        |                        |
| Route Services       |                                                                                 |                        |                        |                        |
| Dial-A-Ride Services |                                                                                 |                        |                        |                        |
| NEMT Services        |                                                                                 |                        |                        |                        |
|                      | Per Hour Rate                                                                   |                        |                        |                        |
| Bus Aide             |                                                                                 |                        |                        |                        |
|                      | Annual Budget Proposal<br>(Estimated based on per mile rate and 2023 ridership) |                        |                        |                        |
| Route Services       |                                                                                 |                        |                        |                        |
| Dial-A-Ride Services |                                                                                 |                        |                        |                        |
| NEMT Services        |                                                                                 |                        |                        |                        |

### Tab 2 – Attachment B: **FINANCIAL STATEMENTS**

Provide certified financial statements for the last three fiscal years. If certified financial statements are not available, provide financial statements sworn to by the firm's Chief Financial Officer.

### *PROPOSER'S FORMS*

#### Tab 1 – Attachment A: **PROPOSER'S FORM, SECTION II**

Proposals should include all required forms in Section II: Proposer's Forms. Failure to submit the required forms shall be a basis for rejection of your proposal.



# Section 2

## PROPOSER'S FORMS

Management, Operation, and Maintenance for the Lewis County Coordinated Public Transportation System

**YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL**

## **SIGNATURE PAGE – FORM A**

**REQUEST FOR PROPOSAL**

**NO. 2024-111**

**MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY  
COORDINATED PUBLIC TRANSPORTATION SYSTEM**

TO: Clerk of the Board, County of Lewis

THE UNDERSIGNED PROPOSES TO PROVIDE THE GOODS AND SERVICES required as set forth in the referenced Request for Proposal. If successful, the Bidder hereby agrees to furnish the goods and services in accordance with all terms, conditions and specifications contained within referenced Request for Proposal, at prices submitted in referenced specifications. I certify that I am authorized to sign this proposal, myself or on behalf of the company or firm I represent, and to enter into a binding contract with Lewis County. This signed proposal will become part of a binding contract after award by the Lewis County Legislature to the successful bidder.

NOTE: By signing and submitting the proposal form for consideration by the Lewis County Legislature, the Contractor acknowledges they have read, understood, and agree to all aspects of the specifications as presented without reservation or alteration.

---

Legal name of person/firm/corporation

---

Authorized Signature/ Position

---

Address

---

Typed Name

---

City/State/Zip

---

Title

---

Date

---

Telephone No.

---

Fax No.

---

E-mail address

**YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL**

**NON-COLLUSION FORM – FORM B**

**REQUEST FOR PROPOSAL**

**NO. 2024-111**

**MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY  
COORDINATED PUBLIC TRANSPORTATION SYSTEM**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, as to its own organization, under penalty or perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit, a bid for the purpose of restricting competition.
4. No person, broker or selling agent has been employed or retained by the bidder to solicit or secure this award upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. The bidder further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within forty-five (45) days from the date of opening, to furnish any and all of the items upon which prices are submitted.

---

Legal name of firm/corporation

Authorized Signature

---

Address

Typed Name

---

City/State/Zip

Title

---

Date

Telephone No.

Fax No.

**YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL**

## **AFFIRMATION STATEMENT ON SEXUAL HARASSMENT – FORM C**

### **REQUEST FOR PROPOSAL**

**NO. 2024-111**

### **MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY COORDINATED PUBLIC TRANSPORTATION SYSTEM**

In compliance with State Finance Law § 139-l, the undersigned bidder hereby certifies and affirms under penalty of perjury:

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 the bidder has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one g of the labor law.

---

Legal name of firm/corporation

Authorized Signature

---

Address

Typed Name

---

City/State/Zip

Title

---

Date

Telephone No.

Fax No.

Note: Pursuant to State Finance Law §139-l 3, if the Bidder cannot make the foregoing certification and, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore.

**YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL**

## **CERTIFICATION OF COMPLIANCE WITH FEDERAL AFFIRMATIVE ACTION REQUIREMENTS – FORM D**

### **REQUEST FOR PROPOSAL**

**NO. 2024-111**

### **MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY COORDINATED PUBLIC TRANSPORTATION SYSTEM**

*Applicability – Code of Federal Regulations, Part 60*

False or fictitious representation of compliance will result in federal sanctions and/or sanctions by LEWIS COUNTY.

The Corporation, \_\_\_\_\_, (Complete Legal Name), states:

1. That the company is **or** is not (circle one) owned or controlled by a parent company, which owns fifty-one percent (51%) or more of the voting rights and/or assets of the proposer; and that (if there is a parent company) the complete legal name, main office address, and state of incorporation of said parent company is as follows:

---

---

---

---

2. If the proposer is a Corporation, it is **or** is not (**circle one**) a New York Corporation and if not, which State are you registered as a Corporation:

---

3. That it, its agents, officers, and employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with this bid;

4. That it is aware that the work specified herein is to be performed in accordance with the Affirmative Action Requirements of these contract documents, and that all of its subcontractors are aware of said requirements and also agree to comply with them;

5. The bidder/Proposer/Contractor and its first-tier sub-contractors must meet the requirements contained herein provided it:

- a. Has 50 or more employees; **and**
- b. Has a contract of \$50,000 or more, or
- c. Has contracts that total \$50,000 or more; or
- d. Which may reasonably be expected to total \$50,000 or more, in any 12-month period; or
- e. Is a financial institution that serves as a depository for Government

funds in any amount, acts as an issuing or redeeming agent in U.S. savings bonds and notes in any amount, or subscribes to federal deposit or share insurance.

Yes \_\_\_ No \_\_\_

**Requirements: Check Yes, No or Not Applicable**

- A. Standard Form 100 (EEO-1) is filed annually on or before the 31st day of March with the Joint Reporting Committee, the U.S. Office of Federal Contract Compliance or with the U.S. Equal Employment Opportunity commission.  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_
- B. The Contractor/Sub-contractor has participated in previous contracts or subcontracts subject to the general obligations of Executive Order 11246, for government contractors and subcontractors contained in Code of Federal Regulations, Part 60.  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_
- C. The Contractor/Sub-contractor has participated in previous contracts or subcontracts subject to the general obligations of Executive Order 11246, for government contractors and subcontractors contained in 41 Code of Federal Regulations, Part 60.  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

Name of DBE/WBE Liaison: \_\_\_\_\_ Phone \_\_\_\_\_

Name of DBE/WBE Liaison: \_\_\_\_\_ Phone \_\_\_\_\_

I, \_\_\_\_\_, Secretary for \_\_\_\_\_, the corporation, attest to the authority of \_\_\_\_\_ to execute this bid proposal in behalf of the bidder and the parent company if other than the bidder.

\_\_\_\_\_  
Secretary

**YOU MUST RETURN THIS SHEET WITH YOUR BID**

## **CORPORATE APPLICANT/ENTITY ATTESTATION OF GOOD STANDING – FORM E**

**REQUEST FOR PROPOSAL**

**NO. 2024-111**

**MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY  
COORDINATED PUBLIC TRANSPORTATION SYSTEM**

As a duly authorized official of the Applicant Entity identified below, I certify and attest that the following conditions are true and accurate:

The applicant is not currently the subject of an enforcement action related to an investigation by a State or Federal agency.

The applicant corporate entity is in good standing and is in compliance with required corporate filings.

---

Legal name of firm/corporation

Authorized Signature

---

Address

Typed Name

---

City/State/Zip

Title

---

Date

Telephone No.

Fax No.

# GOVERNMENT-WIDE DEBARMENT AND SUSPENSION – FORM F

## REQUEST FOR PROPOSAL

NO. 2024-111

## MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY COORDINATED PUBLIC TRANSPORTATION SYSTEM

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220 (b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).



**YOU MUST RETURN THIS SHEET WITH YOUR BID**

## **CERTIFICATION OF PRIMARY PARTICIPATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – FORM F-1**

**REQUEST FOR PROPOSAL**

**NO. 2024-111**

**MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY  
COORDINATED PUBLIC TRANSPORTATION SYSTEM**

Proposer's Name \_\_\_\_\_ certifies to  
the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. If you are unable to certify to any of the statements in this certification, attach an explanation to this certification.

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

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Name/Title of Contractor's Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

**YOU MUST RETURN THIS SHEET WITH YOUR BID**

## **CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION – FORM F-2**

**REQUEST FOR PROPOSAL**

**NO. 2024-111**

**MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY  
COORDINATED PUBLIC TRANSPORTATION SYSTEM**

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

(If the Lower Tier Participant (potential subcontractor under a major third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal).

THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR UNDER A THIRD-PARTY CONTRACT), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for the hereby certifies that the \_\_\_\_\_ has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Applicant's Attorney

\_\_\_\_\_  
Date

# DISCLOSURE OF LOBBYING ACTIVITIES – FORM G

## REQUEST FOR PROPOSAL

NO. 2024-111

## MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY COORDINATED PUBLIC TRANSPORTATION SYSTEM

Section 319 of the Fiscal Year 1990 Department of the Interior and Related Agencies Appropriation Act. Public Law 101-121 contains a prohibition on the use appropriated funds for "influencing or attempting to influence" federal officials in connection with grants, cooperative agreements or contracts.

The law became effective December 23, 1989 and requires that all FTA grantees and contractors, in order to remain eligible for federal funds, must certify that no federal funds are used to influence federal employees, Members of Congress and Congressional staff regarding specific grants and contracts. The law also requires that contractors who use non-federal funds for lobbying on behalf of specific projects and proposals submit disclosure documentation when these efforts are intended to influence the decision of federal officials. These provisions apply to grants, contracts and cooperative agreements of \$100,000 or more.

The attached Form H "Certificate and Restrictions on Lobbying" must be completed and submitted to LEWIS COUNTY in order for the bidder to be considered eligible for a contract award.

YOU MUST RETURN THIS SHEET WITH YOUR BID

## CERTIFICATION AND RESTRICTIONS ON LOBBYING – FORM H

REQUEST FOR PROPOSAL

NO. 2024-111

MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY  
COORDINATED PUBLIC TRANSPORTATION SYSTEM

I, \_\_\_\_\_ (Name and title of official), hereby certify on behalf of  
\_\_\_\_\_ (Name of Company) 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 any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
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 sub-contracts, 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.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Signature of Contractor’s Authorized Official \_\_\_\_\_

Name and Title of Contractor’s Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

**YOU MUST RETURN THIS SHEET WITH YOUR BID**

## **CERTIFICATION OF COMPLIANCE WITH DRUG AND ALCOHOL POLICY AND TESTING PROGRAM – FORM I**

**REQUEST FOR PROPOSAL**

**NO. 2024-111**

**MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY  
COORDINATED PUBLIC TRANSPORTATION SYSTEM**

I, \_\_\_\_\_ (Name of Official)

\_\_\_\_\_ (Title of Official)

\_\_\_\_\_ (Name of Company)

DO HEREBY CERTIFY that an anti-drug and alcohol misuse prevention program has been established in accordance with the terms of the Code of Federal Regulations, Title 49, Part 40, Part 655 (A federal regulations@).

I further certify that the program specifically provides provisions for:

1. Training for safety-sensitive employees and training for supervisors in accordance with the federal regulations.
2. Testing of safety-sensitive employees for drugs and alcohol in accordance with the approved testing protocols and procedures set forth in the federal regulations under the following circumstances:
  - Pre-employment - Reasonable Suspicion
  - Post-Accident - Random
  - Return to Duty - Follow Up
  - Blind Performance Testing
3. Use of a Medical Review Officer (MRO) for all drug tests and a Substance Abuse Professional (SAP) for evaluations and follow-up treatment and testing recommendations for all individuals who test positive under any drug and alcohol test, as these requirements are set forth in the federal regulations.
4. Maintenance of records in accordance with the federal regulations which records will be made available upon request to Lewis County/Department of Transportation or its designee.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY STATEMENT – FORM J

## REQUEST FOR PROPOSAL

NO. 2024-111

## MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY COORDINATED PUBLIC TRANSPORTATION SYSTEM

The \_\_\_\_\_ (Name of Company) will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or nation origin.

The \_\_\_\_\_ (Name of Company) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.

The \_\_\_\_\_ (Name of Company) will, in all solicitation or advertisements for employees placed by or behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

The \_\_\_\_\_ (Name of Company) will send to each labor union or representative of workers with which we have a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice conspicuous places available to employees and applicants for employment.

The \_\_\_\_\_ (Name of Company) will comply with all provisions of Executive Order 11246.

11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972), and all state and local laws, rules, and regulations issued pursuant thereto.

Authorized Representative: \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

# EQUAL EMPLOYMENT OPPORTUNITY EMPLOYMENT PRACTICE REPORT– FORM K

## REQUEST FOR PROPOSAL

NO. 2024-111

MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY  
COORDINATED PUBLIC TRANSPORTATION SYSTEM

Contractor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Job \_\_\_\_\_

|                                                                                                                                                                                                                                                                                               | YES | NO |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| Is it the company's policy to recruit, hire, train, upgrade, promote, and decline persons without regard to race, color, religion, sex, national origin or ancestry?                                                                                                                          |     |    |
| Has responsibility been assigned to develop procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel?                                                                                                              |     |    |
| If "YES", please indicate the name of the official with this responsibility<br>Name: _____<br>Title: _____ Phone: _____                                                                                                                                                                       |     |    |
| Has the company developed a written Affirmative Action Program? If "Yes", please forward a copy with this form.                                                                                                                                                                               |     |    |
| Have all recruitment sources been notified that the company will consider all qualified applicants without regard to race, color, religion, sex national origin or ancestry?                                                                                                                  |     |    |
| If advertising is used, does it specify that all qualified applicant will be considered for employment without regard to race, color, religion, sex national origin or ancestry?                                                                                                              |     |    |
| Does the company have bargaining agreements with employee organizations? "Yes", have such organizations been notified of the company's responsibility to comply with the Equal Employment Opportunity Clauses and non-discrimination clause as it applies to apprentices and other employees? |     |    |
| Has the company notified all of its subcontractors of their obligation to comply with the non-discrimination clause?                                                                                                                                                                          |     |    |
| Identify Employee Organizations: (Local Union Number) (International)                                                                                                                                                                                                                         |     |    |
|                                                                                                                                                                                                                                                                                               |     |    |
|                                                                                                                                                                                                                                                                                               |     |    |
|                                                                                                                                                                                                                                                                                               |     |    |
|                                                                                                                                                                                                                                                                                               |     |    |

# EQUAL EMPLOYMENT OPPORTUNITY EMPLOYMENT PRACTICE REPORT– FORM L

(Application for Clearance – Terms Enforced after Contract is Awarded)

REQUEST FOR PROPOSAL

NO. 2024-111

MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY  
COORDINATED PUBLIC TRANSPORTATION SYSTEM

I, being duly authorized representative of the, (hereinafter “Contractor”), do hereby enter into a Covenant of Equal Opportunity (hereinafter “Covenant”) with Lewis County, (“hereinafter” County); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to Lewis County and have a current ***Contract Specific*** Clearance on file prior to working on any Lewis County contract. I further understand that Lewis County reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with Lewis County.

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Name/Title of Contractor’s Authorized Official \_\_\_\_\_

Date \_\_\_\_\_



**YOU MUST RETURN THIS SHEET WITH YOUR BID**

## **CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

**REQUEST FOR PROPOSAL**

**NO. 2024-111**

**MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY  
COORDINATED PUBLIC TRANSPORTATION SYSTEM**

As a result of the Iran Divestment Act of 2012 the Office of General Service must develop a list of persons who are engaged in certain investment activities in Iran. Contracts cannot be awarded to persons or entities on that list, with some exceptions. All bidders are required to execute the following statement:

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 its knowledge and belief that each bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165a of the State Finance Law.

---

Corporate or Company Name

BY: \_\_\_\_\_

Signature

---

Title

NOTE: If the bidder cannot make the above certification, it shall so state and furnish with the bid a signed statement which sets forth in detail the reason for that.

# RECEIPT OF ADDENDUM ACKNOWLEDGMENT

REQUEST FOR PROPOSAL

NO. 2024-111

MANAGEMENT, OPERATION, AND MAINTENANCE FOR THE LEWIS COUNTY  
COORDINATED PUBLIC TRANSPORTATION SYSTEM

## ADDENDUM ACKNOWLEDGEMENT

ADDENDUM NO. \_\_\_\_\_

Please acknowledge the receipt of the above ADDENDUM issued by the County of Lewis,  
by signature and recording the date of receipt below.

Bidder: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

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

**\*\*NOTE: This form must be included in your bid documents if any Addendum(s) is/are  
issued.**

## NON-BIDDER'S RESPONSE

### Management, Operation, and Maintenance for the Lewis County Coordinated Public Transportation System

To maintain accurate Bidder Lists and facilitate your firm's response to our invitation for bid, the County of Lewis is interested in ascertaining reasons for prospective Bidder's failure to respond to the invitation for proposals. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Lewis County Purchasing Director, 7660 North State Street, Lowville, New York 13367. This form may be returned by mail or fax. Faxes may be sent to 315-376-4917. Failure to submit either a bid proposal or return this form will result in the removal of your firm's name from our Bidder's lists. Thank you for your cooperation.

We are not submitting a proposal for the following reason(s)

☐ Items or materials requested are not manufactured by us or not available to our company.

☐ Our items or materials do not meet specifications.

☐ Specifications not clearly understood or applicable (too vague, too rigid, etc.)

☐ Quantities too small.

☐ Insufficient time allowed for the preparation of the bid.

☐ Incorrect address used. Correct mailing address is:

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☐ Our branch/division handles this type of bid.

Correct name and mailing address is:

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☐ We are unable to bid but would like to continue to receive invitations for bids.

☐ We are unable to bid and wish to be removed from the Bidder's list.

Name Of Firm:

Mailing Address:

City/State/Zip Code

BY:

Signature of Representative

DATE:

Document Number:

# Section 3

## STATE & FEDERAL CLAUSES

Management, Operation, and Maintenance for the Lewis County Coordinated Public Transportation System

## 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, licensor, licensee, lessor, lessee or any other party):

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

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). 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 because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or

domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

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

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

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

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

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

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



promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto: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](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May

15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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

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

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

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**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: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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.

## **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 (\$3,500 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.

### **Charter Bus Requirements**

These requirements do not apply to micro-purchases (\$3,500 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 (\$3,500 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.

### **Energy Conservation**

All Contracts except micro-purchases (\$3,500 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 \$150,000.

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 \$100,000 financed in whole or in part with FTA assistance.

### **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000 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 \$150,000 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 (\$3,500 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 \$150,000.
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**

All Contracts except micro-purchases (\$3,500 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 purchaser 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.

### **Clean Air**

Applicability – All contracts over \$150,000.

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 \$150,000 financed in whole or in part with FTA assistance.

### **Recycled Products**

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.

### **Contract Work Hours & Safety Standards Act**

Applicability – Contracts over \$150,000

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 (\$3,500 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 (\$3,500 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 \$150,000.

1. 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.
2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

. 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 (Non Procurement)**

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," <http://https.www.sam.gov,proxy1.semalt.design> 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 <http://https.www.sam.gov,proxy1.semalt.design> 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**

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 (\$3,500 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 (\$3,500 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 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**

All contracts over \$150,000

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 (10) 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.

### **Transit Employee Protective Provisions**

Contracts for transit operations except micro-purchases (\$3,500 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**

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs 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.

- a. The contractor shall not discriminate on the basis of race, color, religion, 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)).
- b. 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.
- c. 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.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the 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.
- e. 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 (\$3,500 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**

All contracts except micro-purchases (\$3,500 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 and Alcohol Abuse and Testing**

Operational service contracts except micro-purchases (\$3,500 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**

The following requirements are not federal clauses.

#### **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) 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 and as amended by MAP-21 23 U.S.C. § 517(d), 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 provisions 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 FAST Act, 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 Only**

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 Comptroller's 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.

**Veterans Preference**

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.

**Safe Operation of Motor Vehicles**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles,

company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

#### **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.

#### **CFDA number for the Federal Transportation 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.

#### **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment**

(a) *Definitions.* As used in this clause —

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People’s Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using



such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of

any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing —

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including

this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

**Notice to FTA and U.S. DOT Inspector General**

Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

# Appendix A

## 2024 RIDER'S GUIDE

Management, Operation, and Maintenance for the Lewis County Coordinated  
Public Transportation System

LEWIS COUNTY PUBLIC TRANSPORTATION

# RIDER'S GUIDE

2024 ISSUE



Everything you need  
to know about  
public transportation  
in Lewis County.

*Ride With Us!*



## Lewis County Public Transportation (LCPT)

# RIDER'S GUIDE

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## Office Hours and Contact Information

### **Birnie Bus Service, Inc.** — Transportation System Operator

315-376-6508

6591 State Route 12, Lowville, NY 13367

Monday—Friday, 7 a.m.—4 p.m.

### **Lewis County Planning Department** — System Administrator

315-377-2024

7660 N. State Street, Lowville, NY 13367

Monday—Friday, 8 a.m.—4:30 p.m.



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## Filing a Complaint

Complaint forms can be found online at

[www.lewiscountyny.gov/departments/public-transportation](http://www.lewiscountyny.gov/departments/public-transportation).

To file an **Americans with Disabilities Act (ADA)** complaint, print out the ADA Complaint Form from our website and submit the completed form to Birnie Bus.

To file a **Title VI** complaint, print out the Title VI Complaint Form and submit the completed form to Birnie Bus.

**For translation services, contact 315-377-2024.**



# LCPT is Digital!

LCPT has a number of digital tools available to help you plan trips, get directions, and keep updated of upcoming events, cancellations, or route changes.



## Google Transit Planner

LCPT data is now available on Google Maps. Simply open the Google Maps app, enter your origin and destination information, and choose the transit icon among the travel options. Based on the origin and destination entered, your map will include fare information, route information, and several day/time options for you to choose from.

## Stay Up To Date



Like us on Facebook at @rideLCPT to stay up to date on route cancellations and upcoming events.

**LCPT also offers text alerts** that keep riders informed of route changes and other news in real time. To sign up for text alerts, text "JOIN" to 315-202-1521. A confirmation text will be sent to you. If you do not receive this confirmation text message, please e-mail Tiffanie Sadowski at [tiffaniesadowski@lewiscounty.ny.gov](mailto:tiffaniesadowski@lewiscounty.ny.gov).

## Dial-A-Ride Service

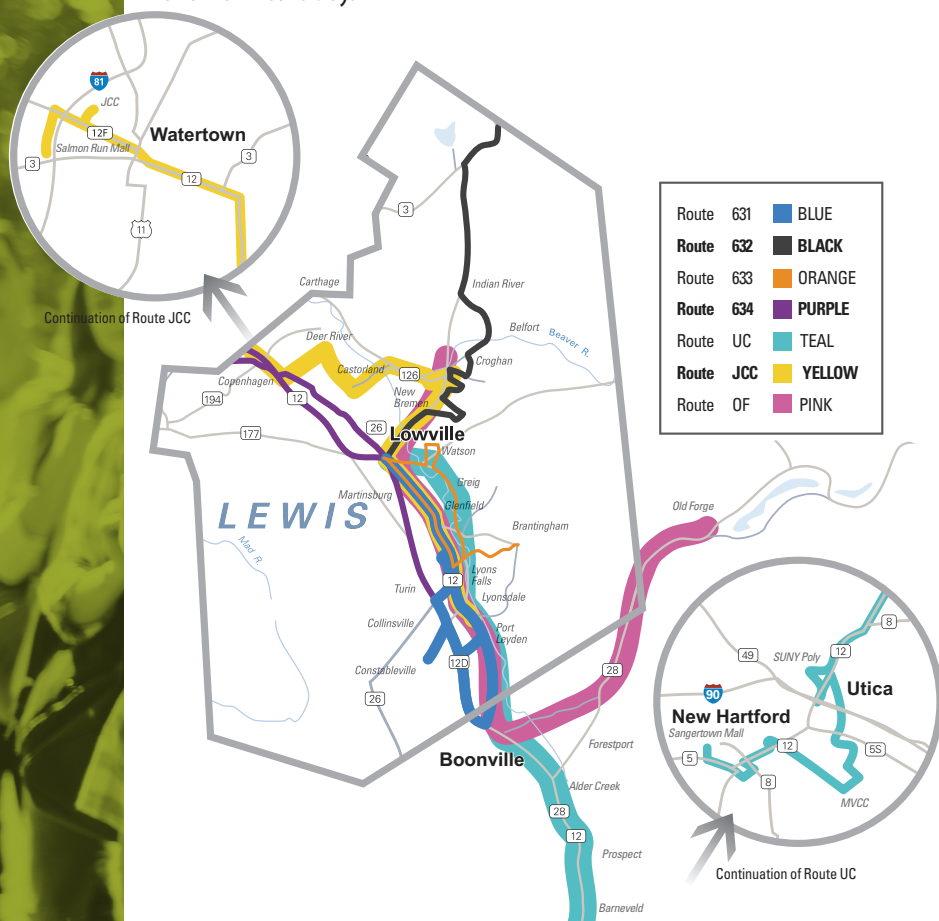
Curb-to-curb public transportation service is available Monday–Friday, 6:30 a.m.–4:30 p.m. with a minimum of 24-hour advance notice. All requests must be received by 2 p.m. the day prior and confirmed by Birnie Bus personnel. At the time of confirmation, you will be informed of your bus's estimated arrival time.

Be ready for your ride: Birnie Bus staff will assign you an estimated pickup time. The Dial-A-Ride bus might pick you up 10 minutes before or after the assigned time. Drivers will not wait more than two minutes for any rider, and are instructed to continue on their regular route if the pickup is not completed within two minutes.

**Dial-A-Ride** fares are two times greater than the regular fare for that particular ride. For more information or to make a Dial-A-Ride request, call the Birnie Bus Lowville terminal at 315-376-6508. If scheduling a ride, please provide your name, pickup address, phone number and any applicable special needs.

# Fixed Route System

The **Lewis County Public Transportation (LCPT)** system offers residents and visitors five fixed-route options year round, Monday–Friday, excluding Memorial Day, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day and New Year's Day.



If you want a ride but are too far from a bus stop, we can deviate from our fixed route system up to three-quarters of a mile. Additionally, our Americans with Disabilities Act (ADA) service area includes areas within three-quarters of a mile on either side of an LCPT route. If possible, LCPT will travel beyond the ADA service area to fit your needs.

To schedule a pickup for a location along our route or to learn more about our ADA service area, call the **Birnie Bus Service, Inc.** terminal at **315-376-6508**.



# Rates for Line Runs

|                                |        |     |                                  |        |     |
|--------------------------------|--------|-----|----------------------------------|--------|-----|
| Boonville—Constableville.....  | \$3.00 | M-F | Harrisville—New Bremen .....     | \$2.50 | M-F |
| Boonville—Glenfield .....      | \$3.50 | M-F | Indian River—Beaver Falls.....   | \$2.00 | M-F |
| Boonville—Lyons Falls.....     | \$2.50 | M-F | Indian River—New Bremen .....    | \$3.00 | M-F |
| Boonville—Port Leyden .....    | \$1.50 | M-F | Lowville—Beaver Falls .....      | \$3.50 | M-F |
| Boonville—Turin .....          | \$3.50 | M-F | Lowville—Boonville .....         | \$4.00 | M-F |
| Brantingham—Greig .....        | \$2.00 | M-F | Lowville—Brantingham .....       | \$3.50 | M-F |
| Brantingham—Turin .....        | \$4.00 | M-F | Lowville—Carthage .....          | \$4.00 | M-F |
| Brantingham—Watson.....        | \$2.50 | M-F | Lowville—Castorland.....         | \$2.50 | M-F |
| Carthage—Castorland .....      | \$3.00 | M-F | Lowville—Constableville .....    | \$3.50 | M-F |
| Carthage—Deer River .....      | \$2.50 | M-F | Lowville—Copenhagen .....        | \$4.00 | M-F |
| Carthage—Denmark.....          | \$2.50 | M-F | Lowville—Croghan .....           | \$3.00 | M-F |
| Carthage—Glenfield .....       | \$4.50 | M-F | Lowville—Deer River.....         | \$3.50 | M-F |
| Carthage—Naumburg.....         | \$2.50 | M-F | Lowville—Denmark .....           | \$3.00 | M-F |
| Carthage—Turin .....           | \$4.50 | M-F | Lowville—Glenfield .....         | \$2.50 | M-F |
| Castorland—Deer River.....     | \$2.50 | M-F | Lowville—Greig.....              | \$3.00 | M-F |
| Castorland—Denmark .....       | \$1.50 | M-F | Lowville—Harrisville .....       | \$5.00 | M-F |
| Castorland—Glenfield.....      | \$3.50 | M-F | Lowville—Indian River .....      | \$4.50 | M-F |
| Castorland—Naumburg.....       | \$0.50 | M-F | Lowville—Lyons Falls .....       | \$3.00 | M-F |
| Castorland—Turin.....          | \$3.50 | M-F | Lowville—Martinsburg.....        | \$1.50 | M-F |
| Constableville—Turin .....     | \$2.00 | M-F | Lowville—Naumburg.....           | \$3.00 | M-F |
| Copenhagen—Martinsburg.....    | \$3.00 | M-F | Lowville—New Bremen.....         | \$2.50 | M-F |
| Copenhagen/Denmark—Turin.....  | \$4.00 | M-F | Lowville—Port Leyden.....        | \$3.00 | M-F |
| Croghan—Beaver Falls .....     | \$1.00 | M-F | Lowville—Turin .....             | \$3.00 | M-F |
| Croghan—Indian River.....      | \$2.50 | M-F | Lowville—Watson.....             | \$2.00 | M-F |
| Croghan—New Bremen.....        | \$2.00 | M-F | Lyons Falls—Constableville ..... | \$2.50 | M-F |
| Denmark—Deer River .....       | \$2.00 | M-F | Lyons Falls—Turin .....          | \$1.50 | M-F |
| Denmark—Glenfield .....        | \$4.00 | M-F | Naumburg—Deer River.....         | \$2.50 | M-F |
| Denmark—Naumburg .....         | \$2.50 | M-F | Naumburg—Turin .....             | \$3.50 | M-F |
| Glenfield—Deer River.....      | \$4.00 | M-F | New Bremen—Beaver Falls.....     | \$1.00 | M-F |
| Glenfield—Naumburg .....       | \$3.50 | M-F | Port Leyden—Constableville ..... | \$2.50 | M-F |
| Glenfield—Turin .....          | \$1.00 | M-F | Port Leyden—Lyons Falls .....    | \$1.50 | M-F |
| Glenfield—Lyons Falls .....    | \$1.50 | M-F | Port Leyden—Turin.....           | \$2.50 | M-F |
| Glenfield—Port Leyden.....     | \$2.50 | M-F | Turin—Deer River .....           | \$4.00 | M-F |
| Greig—Turin.....               | \$4.00 | M-F | Turin—Martinsburg .....          | \$2.00 | M-F |
| Greig—Watson .....             | \$2.50 | M-F | Turin—Watson .....               | \$3.50 | M-F |
| Harrisville—Beaver Falls.....  | \$2.50 | M-F | Village—Village.....             | \$1.00 | M-F |
| Harrisville—Croghan.....       | \$2.50 | M-F |                                  |        |     |
| Harrisville—Indian River ..... | \$2.50 | M-F |                                  |        |     |

FREE: Children Under 3 yrs.

Half Price: Medicaid, Medicare, Seniors 65+, Children 3–11 yrs. (Medicaid & Medicare must provide proof)

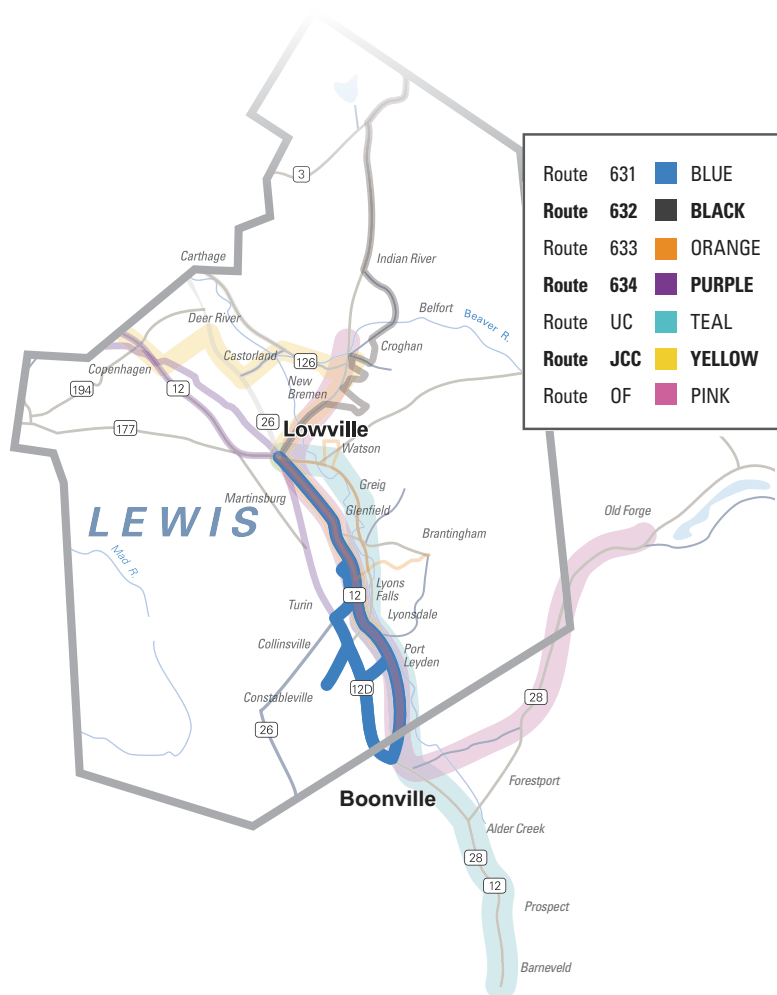
Students are only \$1 each way (must show Student ID)

Monthly passes available For \$25 (purchase from driver)

# Route 631

## Lowville–Constableville–Lowville

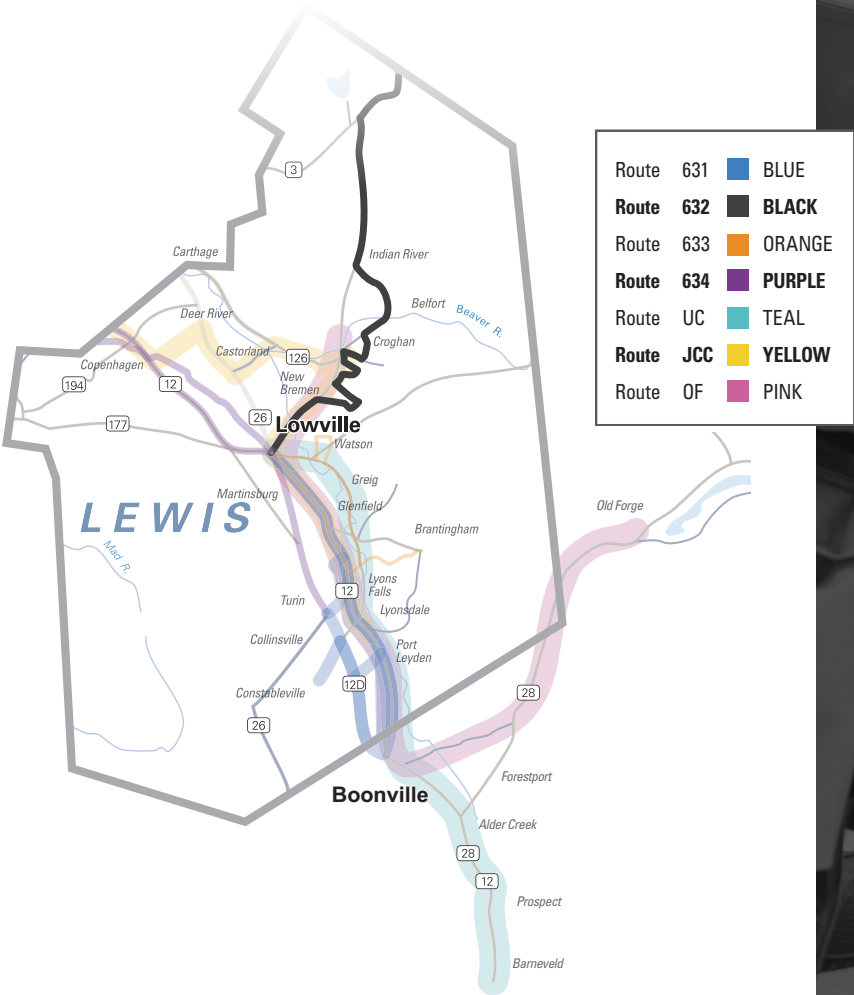
| <b>Route 631 (Blue): Lowville–Constableville–Lowville</b> |                              |   |         |   |         |
|-----------------------------------------------------------|------------------------------|---|---------|---|---------|
| Lowville                                                  | Dollar General               | ↓ | 6:50 AM | ↑ | 4:40 PM |
| Boonville                                                 | Tractor Supply               |   | 7:30 AM |   | 4:00 PM |
| Port Leyden                                               | Post Office                  |   | 7:55 AM |   | 3:35 PM |
| Port Leyden                                               | Whitten Place                |   | 8:00 AM |   | 3:30 PM |
| Lyons Falls                                               | Dorrity's                    |   | 8:10 AM |   | 3:15 PM |
| Constableville                                            | Circle K <i>(call ahead)</i> |   | 8:25 AM |   | 3:20 PM |
| Glenfield                                                 | Glenfield Elementary         |   | 8:45 AM |   | 2:40 PM |
| Lowville                                                  | Dept. of Social Services     |   | 9:05 AM |   | 2:10 PM |
| Lowville                                                  | Dollar General               | ↓ | 9:10 AM | ↑ | 2:30 PM |



# Route 632

## Harrisville–Croghan–Lowville

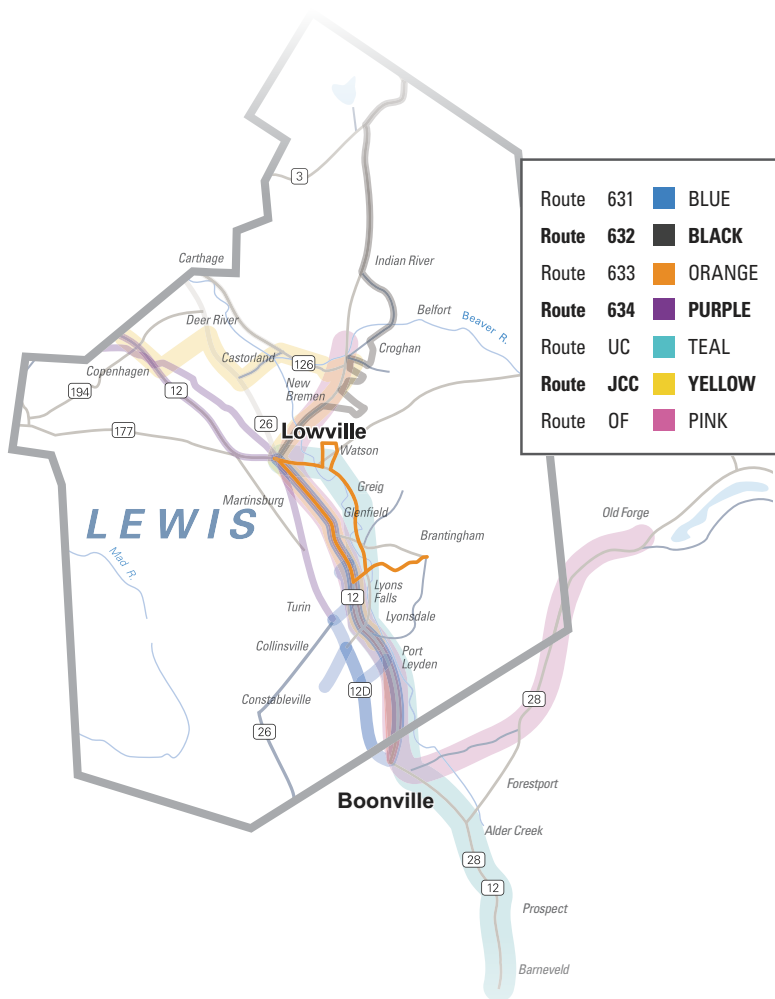
| Route 632 (Black): Harrisville–Croghan–Lowville |                                               |         |         |
|-------------------------------------------------|-----------------------------------------------|---------|---------|
| Harrisville                                     | Main Street Parking Lot ( <i>call ahead</i> ) | 6:50 AM | 4:40 PM |
| Indian River                                    | Eddy's Market ( <i>call ahead</i> )           | 7:15 AM | 4:20 PM |
| Croghan                                         | Steeple View                                  | 7:25 AM | 3:55 PM |
| Croghan                                         | Sliders                                       | 7:30 AM | 3:50 PM |
| Beaver Falls                                    | Beaver Falls Heath Center                     | 7:40 AM | 3:45 PM |
| New Bremen                                      | Lewis County Opportunities                    | 7:50 AM | 3:35 PM |
| Lowville                                        | Dollar General                                | 8:05 AM | 3:05 PM |
| Lowville                                        | Dept. of Social Services                      | 8:30 AM | 2:35 PM |



# Route 633

Lowville–Watson–Lowville

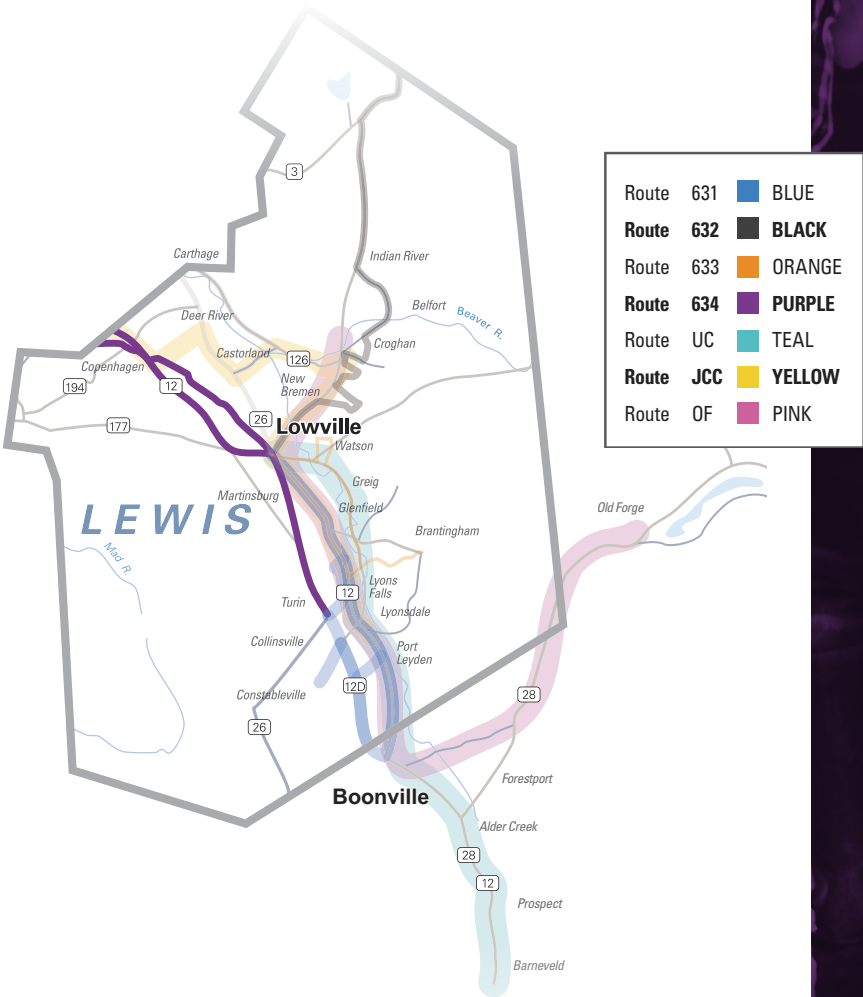
| <b>Route 633 (Orange): Lowville–Watson–Lowville</b> |                |   |         |   |         |
|-----------------------------------------------------|----------------|---|---------|---|---------|
| Lowville                                            | Dollar General | ↓ | 6:45 AM | ↑ | 4:30 PM |
| Brantingham                                         | Pine Tree Inn  |   | 7:10 AM |   | 3:25 PM |
| Greig                                               | Greig Store    |   | 7:25 AM |   | 3:40 PM |
| Watson                                              | Sliders        |   | 7:55 AM |   | 4:15 PM |
| Lowville                                            | Dollar General |   | 8:05 AM |   | No Stop |
| Turin                                               | Post Office    |   | 9:05 AM |   | 2:55 PM |
| Lowville                                            | Dollar General | ↓ | 9:25 AM | ↑ | 2:35 PM |



# Route 634

## Lowville–Martinsburg–Lowville

| Route 634 (Purple): Lowville–Martinsburg–Lowville |                          |         |         |
|---------------------------------------------------|--------------------------|---------|---------|
| Lowville                                          | Dollar General           | 6:40 AM | 4:15 PM |
| Copenhagen                                        | Copenhagen Health Center | 7:00 AM | 3:50 PM |
| Copenhagen                                        | USPS (Center Street)     | 7:05 AM | 3:55 PM |
| Lowville                                          | Dollar General           | 7:35 AM | 3:30 PM |
| Lowville                                          | Dept. of Social Services | 7:55 AM | 2:55 PM |
| Martinsburg                                       | Fire Department          | 8:20 AM | 2:45 PM |
| Turin                                             | Post Office              | 8:40 AM | 2:20 PM |
| Lowville                                          | Dollar General           | 9:00 AM | 2:00 PM |



# Lowville Loop

Monday through Friday

| <b>Lowville Loop (LVL): Monday through Friday</b> |                                  |                     |          |          |                       |
|---------------------------------------------------|----------------------------------|---------------------|----------|----------|-----------------------|
|                                                   |                                  | <b>Morning Loop</b> |          |          | <b>Afternoon Loop</b> |
| A                                                 | River Street–Valley View         | 9:50 AM             | 10:55 AM | 12:05 PM | 1:05 PM               |
| B                                                 | Railroad Street–Lowville Heights | 9:55 AM             | 11:00 AM | 12:10 PM | 1:10 PM               |
| C                                                 | Hospital/Credo                   | 10:05 AM            | 11:10 AM | 12:15 PM | 1:30 PM               |
| D                                                 | Lewis County JCC Ed Center       | No Stop             | 11:15 AM | 12:20 PM | No Stop               |
| E                                                 | Dollar General                   | 10:10 AM            | 11:20 AM | 12:25 PM | No Stop               |
| F                                                 | Walmart                          | 10:15 AM            | 11:25 AM | 12:30 PM | 12:50 PM              |
| G                                                 | Kinney Drugs                     | 10:20 AM            | 11:30 AM |          | 12:55 PM              |
| H                                                 | Tops                             | 10:25 AM            | 11:35 AM |          | 1:00 PM               |
| I                                                 | Dept. of Social Services         | 10:30 AM            | 11:40 AM |          | 1:15 PM               |
| J                                                 | Double Play Community Center     | 10:35 AM            | 11:45 AM |          | 1:20 PM               |
| K                                                 | Rural Avenue                     | 10:40 AM            | 11:50 AM |          | 1:25 PM               |
| L                                                 | The Bateman/TLS                  | 10:45 AM            | 11:55 AM |          | 1:30 PM               |
| M                                                 | Food Pantry                      | 10:50 AM            | No Stop  |          | No Stop               |
| N                                                 | Ace Hardware                     | No Stop             | 12:00 PM |          | No Stop               |

All trips on the Lowville Loop are \$1.





# Frequently Asked Questions

**Q:** I left my wallet on the bus. Who can I contact?

**A:** Please contact Birnie Bus at 315-376-6508 to inquire about any missing personal property on Lewis County Public Transportation Buses.

**Q:** What is the wheelchair lift capacity on a Lewis County Public Transportation Bus?

**A:** Our bus lifts can accommodate up to 800 lbs.

**Q:** I live half a mile from one of your routes. Would it be possible for a bus to pick me up at the end of my driveway?

**A:** Yes. We can deviate a bus up to three-quarters of a mile from our established routes; however, please call at least 24 hours in advance so that we can accommodate your request.

**Q:** Who can I contact to request a reasonable route modification?

**A:** Please contact the Lewis County Planning Department at 315-377-2024 to request a system modification.

**Q:** Should I have exact change when using Lewis County Public Transportation?

**A:** Yes. Please be prepared to give your driver exact change when you enter the bus.

**Q:** Where can I purchase a bus pass?

**A:** Bus passes can be purchased directly from the bus driver.

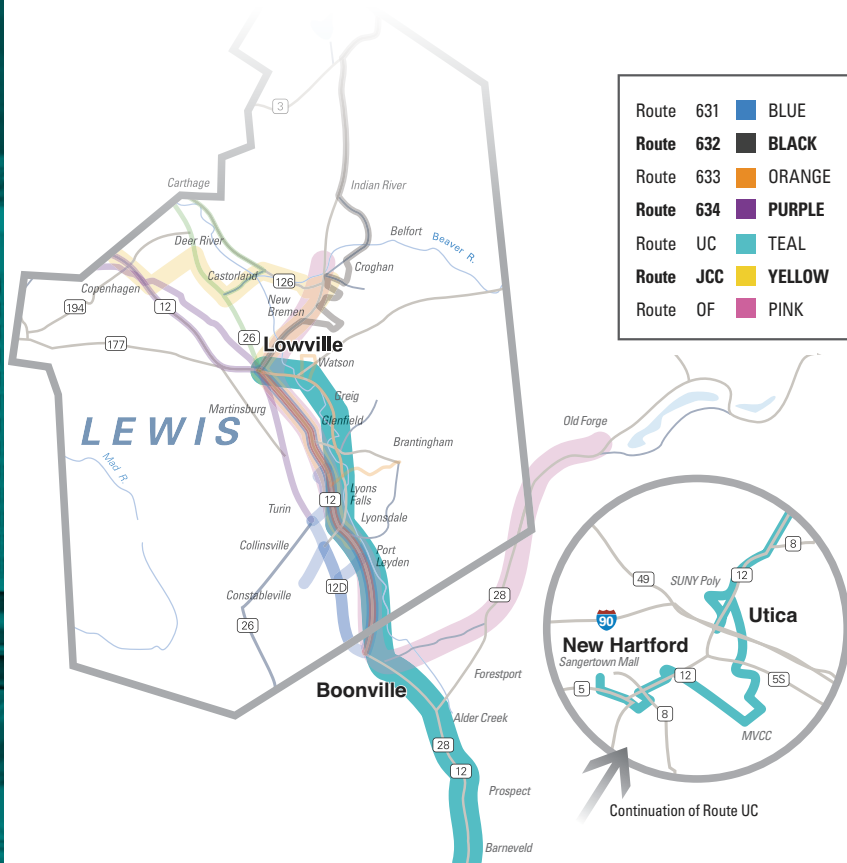
## Important Rider Information

- For your safety, do not stand while the bus is in motion.
- Any loud, profane or disruptive behavior is not permitted and will not be tolerated.
- Smoking, vaping, eating or drinking is not permitted in system vehicles.
- Passengers with disabilities may ride with their trained service animal. All other animals must be secured in a crate that is small enough to fit on the rider's lap or under the seat.
- Please be aware that service delays may result from conditions that are beyond the control of LCPT.

# Connector Routes

## LCPT Connector Routes

Are you a college student looking for a simple commute or seeking transportation into Oneida and/or Jefferson County? LCPT offers low-fare, convenient transportation to and from Lewis County year round. Not a college student? No problem! LCPT Connector Routes are open for anyone to use.



## Utica Connector Route

Pick the best route to fit your schedule. The Monday/Wednesday/Friday route runs with the typical college fall and spring semester schedule, while the Tuesday/Thursday route runs year round. A one-way fare from Lowville to Utica is \$5. College students can ride for just \$1 each way with a valid college ID.

FREE: Children Under 3 yrs.

Half Price: Medicaid, Medicare, Seniors 65+, Children 3–11 yrs. (Medicaid & Medicare must provide proof)

Monthly passes available for \$25 (purchase from driver)



# Routes 548 & 549

## The Utica Connector

| The Utica Connector - Routes 548 (T/Th) & 549 (M/W/F) |                                        |   |          |   |          |
|-------------------------------------------------------|----------------------------------------|---|----------|---|----------|
| Lowville                                              | Dollar General                         |   | 6:45 AM  | ↑ | 4:15 PM  |
| Port Leyden                                           | Cliff's Local Market                   |   | 7:05 AM  |   | 3:50 PM  |
| Boonville                                             | Kortenaer Village                      |   | 7:20 AM  |   | 3:40 PM  |
| Boonville                                             | Tops Plaza                             |   | 7:30 AM  |   | 3:30 PM  |
| Alder Creek                                           | Cliff's Local Market                   |   | 7:40 AM  |   | 3:15 PM  |
| Remsen                                                | Dollar General                         |   | 7:50 AM  |   | 3:10 PM  |
| Mapledale                                             | Circle K                               |   | 8:00 AM  |   | 3:00 PM  |
| Utica                                                 | SUNY Poly                              |   | 8:15 AM  |   | 2:50 PM  |
| Utica                                                 | Riverside Mall (Walmart)               |   | 8:25 AM  |   | 2:40 PM  |
| Utica                                                 | Centro Transit Hub (Bleecker St. side) |   | 8:30 AM  |   | 2:30 PM  |
| Utica                                                 | Union Station                          |   | 8:40 AM  |   | 2:35 PM  |
| Utica                                                 | MVCC                                   |   | 8:50 AM  |   | 2:20 PM  |
| New Hartford                                          | Shopping Center                        |   | 9:10 AM  |   | 1:50 PM  |
| New Hartford                                          | Sangertown Mall, Boscov's              |   | 9:15 AM  |   | 1:45 PM  |
| Glenfield                                             | Glenfield Elementary                   | ↓ | 10:25 AM |   | 12:30 PM |

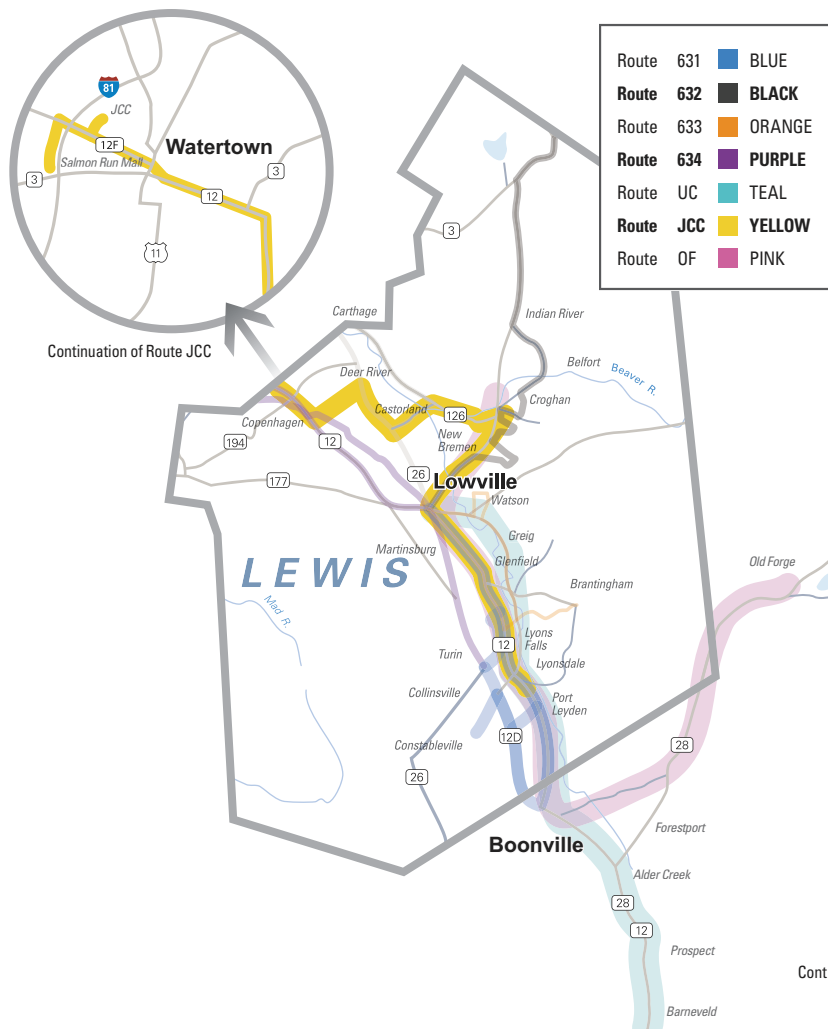
*This route will not run M/W/F during college breaks.*

|                                |        |     |                               |        |     |
|--------------------------------|--------|-----|-------------------------------|--------|-----|
| Alder Creek–Boonville .....    | \$1.50 | M-F | Lowville–Remsen .....         | \$2.50 | M-F |
| Alder Creek–Lowville.....      | \$2.25 | M-F | Lowville–Utica .....          | \$5.00 | M-F |
| Alder Creek–Mapledale .....    | \$2.00 | M-F | Mapledale–Boonville .....     | \$2.50 | M-F |
| Alder Creek–New Hartford ..... | \$4.00 | M-F | Mapledale–Lowville.....       | \$3.25 | M-F |
| Alder Creek–Port Leyden.....   | \$2.00 | M-F | Mapledale–New Hartford .....  | \$3.00 | M-F |
| Alder Creek–Remsen .....       | \$1.50 | M-F | Mapledale–Port Leyden .....   | \$3.00 | M-F |
| Alder Creek–Utica .....        | \$3.50 | M-F | Mapledale–Remsen .....        | \$2.00 | M-F |
| Boonville–Lowville .....       | \$2.00 | M-F | Mapledale–Utica .....         | \$2.50 | M-F |
| Boonville–New Hartford .....   | \$4.50 | M-F | New Hartford–Port Leyden..... | \$5.00 | M-F |
| Boonville–Port Leyden .....    | \$1.50 | M-F | New Hartford–Remsen .....     | \$3.50 | M-F |
| Boonville–Remsen.....          | \$2.00 | M-F | New Hartford–Utica .....      | \$2.00 | M-F |
| Boonville–Utica.....           | \$3.50 | M-F | Port Leyden–Remsen .....      | \$2.50 | M-F |
| Lowville–New Hartford.....     | \$5.50 | M-F | Port Leyden–Utica .....       | \$4.50 | M-F |
| Lowville–Port Leyden.....      | \$1.50 | M-F | Remsen–Utica.....             | \$3.00 | M-F |

# JCC Route

## Jefferson Community College (JCC) Connector Route

LCPT offers convenient bus service to/from Glenfield, Lowville, Croghan, Carthage, Deer River, Copenhagen, JCC, Salmon Run Mall, Watertown International Airport, Evans Mills, and Fort Drum. For non-students, the JCC Connector Route makes trips to Watertown affordable and accessible. This route runs Monday-Friday, excluding Memorial Day, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day and News Year's Day.



FREE: Children Under 3 yrs.

Half Price: Medicaid, Medicare, Seniors 65+, Children 3–11 yrs. (Medicaid & Medicare must provide proof)

JCC Students ride for FREE (must show Student ID)

Monthly passes available for \$25 (purchase from driver)

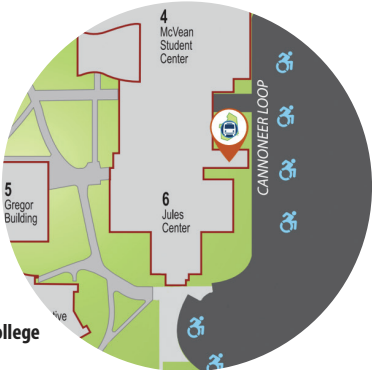
# JCC Connector Route Schedule

|             |                                              |          |         |
|-------------|----------------------------------------------|----------|---------|
| Glenfield   | Glenfield Elementary                         | 6:35 AM  | 7:05 PM |
| Lowville    | Tops Plaza                                   | 6:50 AM  | 6:55 PM |
| Lowville    | LC/JCC Education Center                      | 7:05 AM  | 6:45 PM |
| Croghan     | Sliders                                      | 7:20 AM  | 6:30 PM |
| Carthage    | Kinney Drugs                                 | 7:45 AM  | 6:10 PM |
| Carthage    | Pleasant Night Inn                           | 7:50 AM  | 6:05 PM |
| Deer River  | Stony Country Store                          | 7:55 AM  | 6:00 PM |
| Copenhagen  | USPS (Center Street)                         | 8:05 AM  | 5:50 PM |
| Burrville   | Steiner's                                    | 8:20 AM  | 5:35 PM |
| Watertown   | JCC Jules Center                             | 8:40 AM  | 5:15 PM |
| Watertown   | Salmon Run Mall                              | 8:50 AM  | 5:05 PM |
| Watertown   | Watertown International Airport              | 9:05 AM  | 4:55 PM |
| Evans Mills | Eagle Ridge Village                          | 9:20 AM  | 4:30 PM |
| Evans Mills | Ledges Apartments                            | 9:30 AM  | 4:15 PM |
| Fort Drum   | Natural Resources Outreach Facility (Rt. 26) | 9:45 AM  | 4:00 PM |
| Carthage    | Pleasant Night Inn                           | 10:00 AM | 3:55 PM |
| Lowville    | LC/JCC Education Center                      | 10:20 AM | 3:40 PM |
| Lowville    | Dollar General                               | 10:25 AM | 3:35 PM |
| Lowville    | Dept. of Social Services                     | 10:30 AM | 3:30 PM |

Glenfield–Lowville..... \$2.00 M-F  
 Glenfield–Croghan ..... \$2.50 M-F  
 Glenfield–Carthage ..... \$3.00 M-F  
 Glenfield–Deer River..... \$3.50 M-F  
 Glenfield–Copenhagen/Burrville ..... \$4.00 M-F  
 Glenfield–Watertown/E. Mills/Ft. Drum.. \$4.50 M-F  
 Lowville–Croghan ..... \$2.00 M-F  
 Lowville–Carthage ..... \$2.50 M-F  
 Lowville–Deer River..... \$3.00 M-F  
 Lowville–Copenhagen/Burrville ..... \$3.50 M-F  
 Lowville–Watertown/E. Mills/Ft. Drum.. \$4.00 M-F  
 Croghan–Carthage ..... \$2.00 M-F  
 Croghan–Deer River..... \$2.50 M-F  
 Croghan–Copenhagen ..... \$3.00 M-F  
 Croghan–Watertown/E. Mills/Ft. Drum.. \$3.50 M-F

Carthage–Deer River ..... \$2.00 M-F  
 Carthage–Copenhagen/Burrville ..... \$2.50 M-F  
 Carthage–Watertown/E. Mills/Ft. Drum \$3.00 M-F  
 Deer River–Copenhagen/Burrville..... \$2.00 M-F  
 Deer River–Watertown/E. Mills/Ft. Drum \$2.50 M-F  
 Copenhagen–Watertown/E. Mills/Ft. Drum \$2.00 M-F

Jefferson  
Community College  
Campus Map



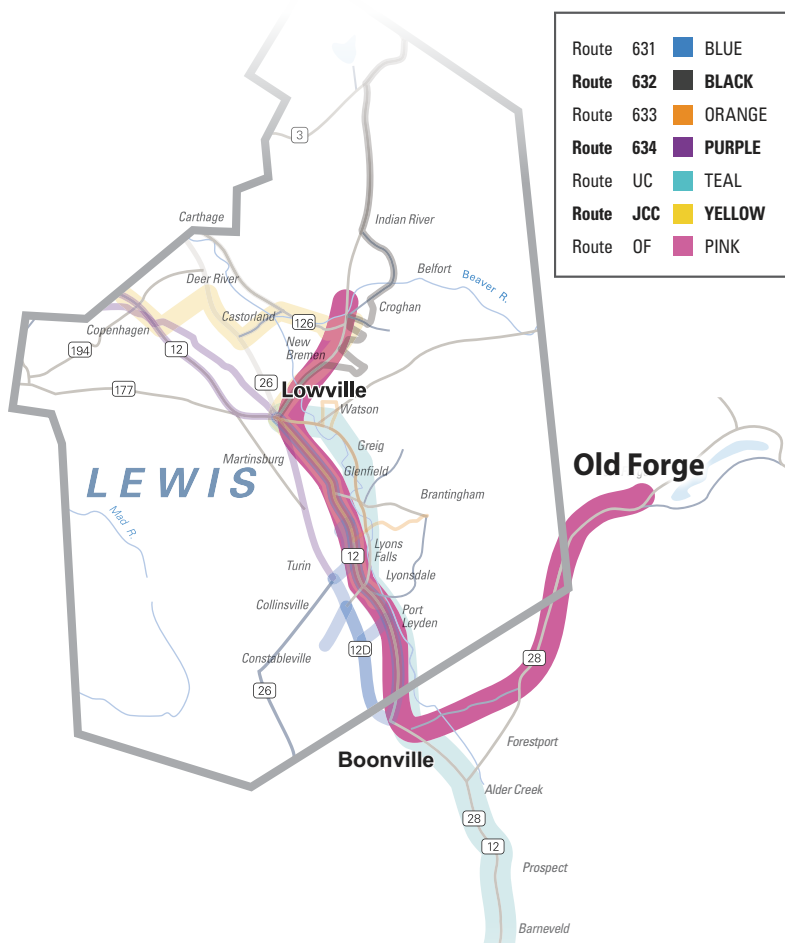


# Old Forge Route

## 2024 Seasonal Route

Each summer, LCPT offers low-cost transportation from Harrisville to Old Forge seven days a week for \$1 each way. This route is designed to accommodate Enchanted Forest Water Safari's summer schedule, from orientation in May to closing, Labor Day Weekend. For the most recent Old Forge schedule, check our Facebook page or website at [www.lewiscountyny.gov/departments/public-transportation/](http://www.lewiscountyny.gov/departments/public-transportation/).

Discounted monthly passes are available the last week of June directly from your Birnie Bus driver.



Buses operated by: Birnie Bus Service, Inc.

| Old Forge   |                                                    |          |                                        |
|-------------|----------------------------------------------------|----------|----------------------------------------|
| Croghan     | St. Stephen's Parish                               | 7:45 AM  | 1 hour 25 minutes after EFWS departure |
| Lowville    | Lewis County Jefferson Community College Ed Center | 8:05 AM  | 1 hour 5 minutes after EFWS departure  |
| Glenfield   | BOCES                                              | 8:25 AM  | 55 minutes after EFWS departure        |
| Lyons Falls | Edge Hotel                                         | 8:40 AM  | 45 minutes after EFWS departure        |
| Port Leyden | Cliff's Local Market                               | 8:50 AM  | 40 minutes after EFWS departure        |
| Boonville   | Tops Plaza                                         | 9:05 AM  | 30 minutes after EFWS departure        |
| Woodgate    | Post Office                                        | 9:25 AM  | 20 minutes after EFWS departure        |
| Old Forge   | Post Office                                        | 9:50 AM  | Pick up at EFWS closing time           |
| Eagle Bay   | Great Pines (Fri-Sun Only)                         | 10:30 AM | Pick up 15 minutes before EFWS closes  |

LCPT will accomodate Harrisville riders as requested.  
Please call ahead.

EFWS - Enchanted Forest Water Safari

### Youth Employment in Old Forge

### 2024 Bus Rules

- Exact fare is due (\$1.00) as soon as you board the bus.
- Remain seated at all times while on the bus.
- Keep your hands and body to yourself.
- Stay on the bus (once you've boarded the bus, you need to stay on the bus the entire way to/from Old Forge).
- No drugs, alcohol, vaping, or tobacco products allowed.
- No food or drink allowed (unless you pick up after yourself. If you bring it on the bus, take it off the bus. If this privilege is abused, it will be eliminated).
- No foul language or disrespectful behavior.
- The bus driver is in charge and will keep a log of incidents that occur. Riders will receive two warnings about disruptive behavior and/or violations of riding regulations. If there is a third infraction, the bus driver may ban the rider from the Old Forge route for the season.
- Riders understand that participating in the LCPT summer transportation program to Old Forge is a privilege. Riders also understand that there may be consequences associated with negative behavior and rule violations.

### ONLY \$1 EACH WAY!

Riders must be on time at the bus stop and must present \$1.00 to the driver when boarding the bus.  
Monthly passes available for \$25. (Purchase from driver. Separate from other LCPT passes.)

|                    | EFWS Park Hours | Departure |
|--------------------|-----------------|-----------|
| MAY                |                 |           |
| 5/18 (Orientation) | 10:00 AM-3:00PM | 3:30PM    |
| JUNE               |                 |           |
| 6/12-6/14          | 10:00AM-4:00PM  | 4:30PM    |
| 6/15-6/16          | 10:00AM-6:00PM  | 6:30PM    |
| 6/17-6/21          | 10:00AM-4:00PM  | 4:30PM    |
| 6/22-6/28          | 10:00AM-5:30PM  | 6:00PM    |
| 6/29-6/30          | 10:00AM-6:00PM  | 6:30PM    |
| JULY               |                 |           |
| 7/1-7/3            | 10:00AM-6:00PM  | 6:30PM    |
| 7/4-7/8            | 10:00AM-6:30PM  | 7:00PM    |
| 7/9**              | 10:00AM-6:30PM  | 8:00PM    |
| 7/10-7/23          | 10:00AM-6:30PM  | 7:00PM    |
| 7/24**             | 10:00AM-6:30PM  | 8:00PM    |
| 7/25-7/31          | 10:00AM-6:30PM  | 7:00PM    |
| AUGUST             |                 |           |
| 8/1-8/14           | 10:00AM-6:30PM  | 7:00PM    |
| 8/15**             | 10:00AM-6:30PM  | 8:30PM    |
| 8/16-8/18          | 10:00AM-6:30PM  | 7:00PM    |
| 8/19-8/25          | 10:00AM-6:00PM  | 6:30PM    |
| 8/26-8/30          | 10:00AM-5:30PM  | 6:00PM    |
| 8/31               | 10:00AM-6:00PM  | 6:30PM    |
| SEPTEMBER          |                 |           |
| 9/1                | 10:00AM-6:00PM  | 6:30PM    |
| 9/2                | 10:00AM-5:00PM  | 5:30PM    |

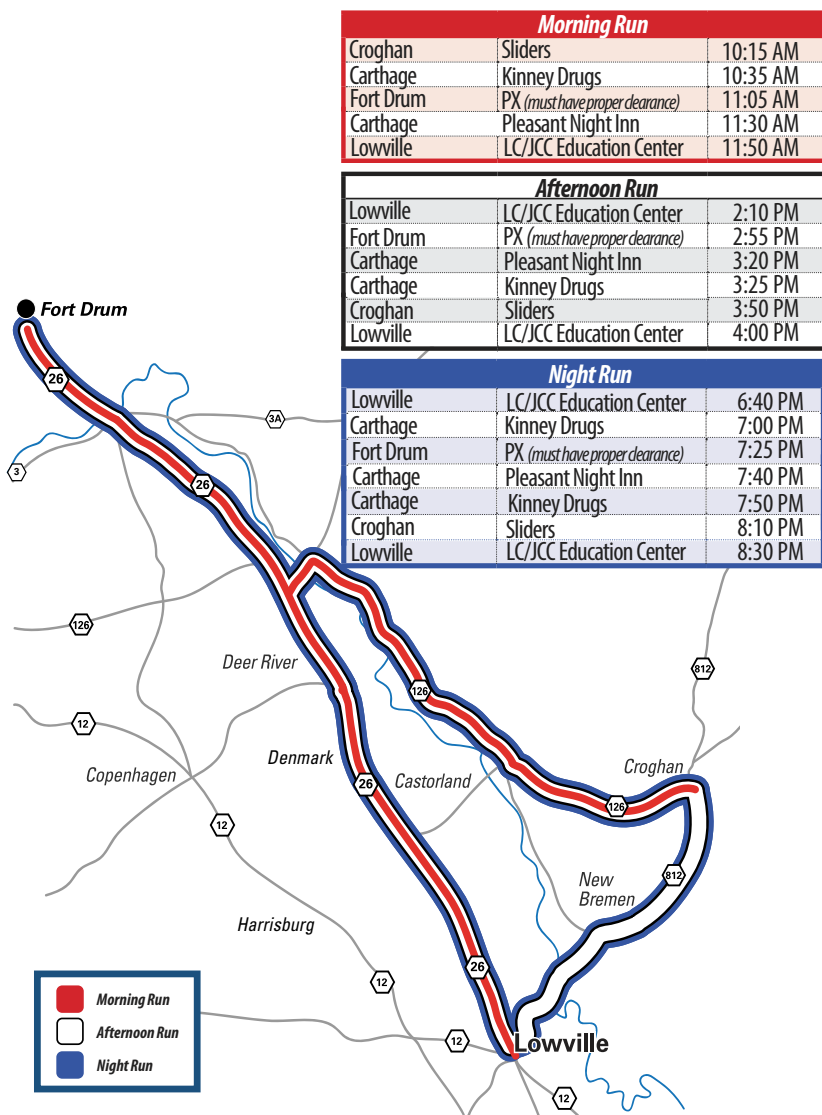
\*\* Team Member Party



# Fort Drum Circuit Route

## Fort Drum Circuit - Route 546

Lewis County Public Transportation offers three loops to Fort Drum from Lewis County Monday-Friday, excluding Memorial Day, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day and New Year's Day. For only \$1 each way, this route is open to public riders who have the **appropriate security clearance to access the base**. Monthly passes are available from the driver for \$25.



# We make car-free commuting easy for everyone.

## Transit 101

Lewis County Public Transportation is now on the Transit App!

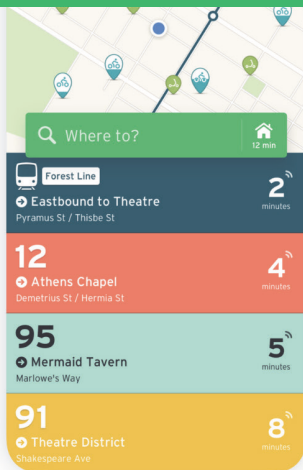
The home screen shows nearby transit options and countdowns to the next departure, sorted by proximity.

### SWITCH DIRECTIONS ↔

Swipe left/right on any route to view the different directions.

### REAL-TIME ETAs 🌊

Countdowns followed by waves are real-time predictions based on data from the transit agency. If not, you'll see scheduled times.



Tap any route in the list to show more options

### ROUTE MAP 📍

See vehicle locations in real time and find nearby stops.

### SERVICE ALERTS ⚠️

Keep on top of schedule changes, detours or unexpected surprises.

### UPCOMING DEPARTURES 🕒

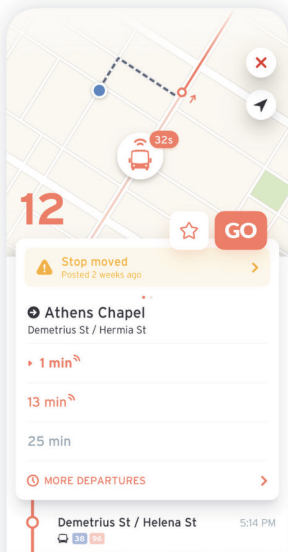
See the next three arrivals, or view the full schedule.

### FAVOURITES ★

Always take the same route? Move it to the top of the list by adding it to your favourites.

### TRIP COMPANION 🚗

Tap GO for step-by-step transit directions and notifications about when to leave for your trip, and when to get off. Plus: when you use GO, you're helping other riders with more accurate real-time tracking information.



# Vanpool

## Commute with Enterprise Vanpool Program

LCPT has teamed up with Commute with Enterprise to provide a vanpool service. This pilot program will connect employees who live near each other with recent model vans or SUVs. Riders commute together, saving money and freeing up time to relax or catch up on work. It's an easy way to start and end the day in a better mindset while saving money on gas and vehicle expenses!



### Lower Your Auto Insurance

When you're driving your car less, you may be eligible for a lower-cost auto insurance plan. If you're looking to switch, look for recreation-only or pay-as-you-drive policies.



### Spend Less On Your Personal Vehicle

Putting fewer daily miles on your personal vehicle reduces maintenance costs and repairs, while retaining the value of your vehicle.



### Split the Cost, and Keep Your Savings

By sharing the cost of your vehicle and gas with 4–1 other passengers, you're dramatically reducing your out-of-pocket costs.



**Get Together**  
We'll connect you with 5-15 coworkers who live nearby

**Choose Your Vehicle**  
Select a recent-model 12-15 passenger van

**Meet Up**  
Choose a convenient location to meet



# Vanpool Program Highlights

Each vanpool will save at least 50% of the total monthly cost through a subsidy covered by Lewis County Public Transportation.

Vanpools are available for works and/or residents in Lewis County

Vehicle maintenance, insurance, roadside assistance and a guaranteed ride home are included

Less wear and tear on your personal vehicle

Month-to-month flexibility

Vanpool drivers can receive 200 or more personal miles each month

To sign up online, go to <https://www.commutewithenterprise.com/commute/en/partners/lewiscountyNY.html>

For more information, please contact Tiffanie Sadowski at 315-377-2024 or via email at [tiffaniesadowski@lewiscounty.ny.gov](mailto:tiffaniesadowski@lewiscounty.ny.gov).



## More Incentive To Share A Ride

When you Commute with Enterprise, you may be eligible for federal or local subsidies. And if your employer offers pre-tax payroll deduction, you'll be paying less on the road and on taxes.



venient  
eet

**Get To and From Work**  
Take turns driving and enjoy when it's your time to relax

**Enjoy the Benefits**  
Split the costs and get back time in your day





- Lewis County Public Transportation
- Home
- Reviews
- Photos
- Videos
- Posts
- About
- Community
- Create a Page



**LEWIS COUNTY PUBLIC TRANSPORTATION**

*Ride With Us!*

For call ahead locations or pick up times not listed, contact 315-376-6508

**Monday - Friday**

| Route | From   | To           | Frequency |
|-------|--------|--------------|-----------|
| 1     | Albany | Watkins Glen | Hourly    |
| 2     | Albany | Watkins Glen | Hourly    |
| 3     | Albany | Watkins Glen | Hourly    |
| 4     | Albany | Watkins Glen | Hourly    |
| 5     | Albany | Watkins Glen | Hourly    |
| 6     | Albany | Watkins Glen | Hourly    |
| 7     | Albany | Watkins Glen | Hourly    |
| 8     | Albany | Watkins Glen | Hourly    |
| 9     | Albany | Watkins Glen | Hourly    |
| 10    | Albany | Watkins Glen | Hourly    |
| 11    | Albany | Watkins Glen | Hourly    |
| 12    | Albany | Watkins Glen | Hourly    |
| 13    | Albany | Watkins Glen | Hourly    |
| 14    | Albany | Watkins Glen | Hourly    |
| 15    | Albany | Watkins Glen | Hourly    |
| 16    | Albany | Watkins Glen | Hourly    |
| 17    | Albany | Watkins Glen | Hourly    |
| 18    | Albany | Watkins Glen | Hourly    |
| 19    | Albany | Watkins Glen | Hourly    |
| 20    | Albany | Watkins Glen | Hourly    |
| 21    | Albany | Watkins Glen | Hourly    |
| 22    | Albany | Watkins Glen | Hourly    |
| 23    | Albany | Watkins Glen | Hourly    |
| 24    | Albany | Watkins Glen | Hourly    |
| 25    | Albany | Watkins Glen | Hourly    |
| 26    | Albany | Watkins Glen | Hourly    |
| 27    | Albany | Watkins Glen | Hourly    |
| 28    | Albany | Watkins Glen | Hourly    |
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| 35    | Albany | Watkins Glen | Hourly    |
| 36    | Albany | Watkins Glen | Hourly    |
| 37    | Albany | Watkins Glen | Hourly    |
| 38    | Albany | Watkins Glen | Hourly    |
| 39    | Albany | Watkins Glen | Hourly    |
| 40    | Albany | Watkins Glen | Hourly    |
| 41    | Albany | Watkins Glen | Hourly    |
| 42    | Albany | Watkins Glen | Hourly    |
| 43    | Albany | Watkins Glen | Hourly    |
| 44    | Albany | Watkins Glen | Hourly    |
| 45    | Albany | Watkins Glen | Hourly    |
| 46    | Albany | Watkins Glen | Hourly    |
| 47    | Albany | Watkins Glen | Hourly    |
| 48    | Albany | Watkins Glen | Hourly    |
| 49    | Albany | Watkins Glen | Hourly    |
| 50    | Albany | Watkins Glen | Hourly    |

**ABOUT LEWIS COUNTY PUBLIC TRANSPORTATION**

**Ride With Us**

Lewis County Public Transportation has been traveling throughout the County since 1980. We are a non-profit organization and our goal is to provide a safe, reliable, and efficient mode of transportation for all residents.



# LEWIS COUNTY PUBLIC TRANSPORTATION

## *Ride With Us!*

- 315-376-6508
- @rideLCPT
- www.lewiscountyny.gov/departments/  
public-transportation/



# Appendix B

## THE ARC ONEIDA - LEWIS DAY PROGRAM AND WORKSITE LOCATIONS BY ZONE

Management, Operation, and Maintenance for the Lewis County Coordinated Public Transportation System

### *Lewis County Zone*

7688 Forest Avenue, Lowville, NY 13367

76897550 S. State Street, Lowville, NY 13367

76905290 Outer Stowe St, Lowville, NY 13367

7691 6138 W. Main Street, Turin, NY 13473