NIAGARA FRONTIER TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL

RFP 4410

TO PROVIDE AN ACCESS ENHANCEMENT STUDY FOR CANALSIDE AND COBBLESTONE DISTRICTS

PROPOFENTS MUST REGISTER AND DOWNLOAD THIS RFP FROM THE NFTA WEB SITE, WWW.NFTA.COM, IN ORDER TO BE NOTIFIED OF SUBSEQUENT AMENDMENTS. ONLY REGISTERED SUPPLIERS WILL RECEIVE NOTIFICATION OF NEW RFP'S AS THEY BECOME AVAILABLE.

THE RFP NUMBER MUST BE REFERENCED ON ALL SUBMITTALS AND CORRESPONDENCE.
<table>
<thead>
<tr>
<th>CONTENTS</th>
<th>ATTACHMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT DESCRIPTION</td>
<td>ATTACHMENT A</td>
</tr>
<tr>
<td>OUTLINE OF CONSULTANT SERVICES</td>
<td>ATTACHMENT B</td>
</tr>
<tr>
<td>PROPOSAL INSTRUCTIONS</td>
<td>ATTACHMENT C</td>
</tr>
<tr>
<td>AGREEMENT</td>
<td>ATTACHMENT D</td>
</tr>
<tr>
<td>SUBCONSULTANT AGREEMENT</td>
<td>ATTACHMENT E</td>
</tr>
<tr>
<td>PROPOSAL EVALUATION FORM</td>
<td>ATTACHMENT F</td>
</tr>
</tbody>
</table>
ATTACHMENT A

PROJECT DESCRIPTION

Profile of NFTA

The Niagara Frontier Transportation Authority was created by an act of the New York State Legislature in 1967 to provide a regional entity that could develop, operate and maintain transportation systems and services for the people of Erie and Niagara Counties.

The NFTA is governed by a 13 member Board of Commissioners which is appointed by the Governor and confirmed by the New York State Senate. The NFTA’s primary businesses include the Metro Public Transit System, including Metropolitan Transportation Centers in Buffalo and Niagara Falls for intra/inter-city bus operations; Buffalo Niagara International Airport; Niagara Falls International Airport; and a Boat Harbor Marina on Lake Erie. The NFTA employs approximately 1500 people.

The Metro public transit system provides urban and suburban public transportation services within the two County service area. 317 fixed route buses, 36 Paratransit/Metrolink vehicles, 5 Metrolink Trolleys, and 27 rail cars operate up to 20 hours each day, seven days a week, to service the nearly 1.2 million residents of the region. There are 76 bus routes over which Metro provides 10.6 million bus miles of service per year. The Metro rail line is 6.2 miles in length and the rail cars travel over 771,000 miles each year. Each weekday, Metro carries 85,000 passengers on buses and trains.

Introduction

The Niagara Frontier Transportation Authority is seeking the services of a highly qualified transit planning consultant to complete an evaluation of alternatives to enhance Metro transit access to the Canalside and Cobblestone Districts in downtown Buffalo, New York as outlined in the Project Description/Proposed Tasks. Technical qualifications from interested consultants or consultant teams will be evaluated by an NFTA selection team based on the procedure and criteria outlined below. A cost proposal will then be requested from the most qualified consultant and negotiations will be undertaken.

Project Overview

The purpose of this project is to identify and evaluate alternatives for enhancing Metro transit access to serve existing and proposed development in the Canalside and Cobblestone Districts. In addition to improving transit access, an objective of the project is to support current and proposed development, e.g. the upper level of NFTA’s DL&W terminal property and to create opportunities for future transit expansion. The result of the project will be a recommendation for service adjustments and capital projects that could range from improvements to existing Metro Rail service and stations, relocation of stations to more optimal locations, or a short extension of Metro Rail service to the southeast from or near the entrance of the Yards and Shop facility at Main Street and South Park Avenue utilizing a combination of the upper or lower level of the DL&W train shed and NFTA-owned abandoned railroad right-of-way or existing streets. Opportunities to provide new or improved multimodal connections included with Amtrak’s Exchange Street Station will also be evaluated.
Background

Over the past 40 plus years, numerous plans and proposals have been prepared for developing Buffalo’s waterfront, the Cobblestone District and surrounding neighborhoods, redeveloping the upper level of the DL&W train shed, and extending Metro Rail service from the foot of Main Street to the South and East.

In 1988, NFTA acquired the abandoned City Branch railroad right of way, extending from the DL&W/Metro Rail Yard & Shop complex through Buffalo’s 1st Ward to the Buffalo River for possible future transit use. Various Metro Rail extension proposals have been identified or proposed to serve and connect the Southtown suburbs of Hamburg and Orchard Park, the Outer Harbor, the Larkin District, the Central Terminal in conjunction with potential future NYS High Speed Rail plans, and the River Bend (former Republic Steel) Development Site as part of the South Buffalo Brownfield Opportunity Area. A citizen's group has proposed a Cobblestone District trolley loop and the Western New York Railway Historical Society has proposed a Heritage Trolley Link along the City Branch right of way.

After years of planning, development of Buffalo’s Inner Harbor is being advanced by the Erie Canal Harbor Development Corporation (ECHDC) with the Canal Side Project. Improved connections between the Inner and Outer Harbor are being developed by ECHDC through the Ohio Street and Inner Harbor Infrastructure Improvements Project and the Buffalo Harbor Bridge Project. Other nearby development projects include the Harbor Center Development, the Seneca Buffalo Creek Casino and the Cobblestone District Connector Initiative. In addition, the First Niagara Center is a year round destination and Canal Side annually hosts over 750 events and attracts close to a million visitors.

In the midst of this development and activity is the terminus of NFTA's Metro Rail service at the Erie Canal Harbor and Special Events Stations and Metro's Yard and Shop facility below the vacant upper level DL&W train shed, which has long been envisioned as an opportunity for redevelopment. While several DL&W redevelopment proposals dating back 20 years or more have not advanced, it appears that the time may now be prime for a new redevelopment effort.

At the north end of downtown Buffalo, the Buffalo Niagara Medical Campus is rapidly expanding and is a significant economic engine for the region. With growing employment and limited parking on the Campus, there may be an opportunity to use the existing Metro Rail system to help address this parking issue.

In addition, the ongoing transit options, Amherst-Buffalo Alternatives Analysis and the potential impact on the Metro Rail system of future capital improvements to the north should be considered.
Enhanced Transit Access To Canalside & Cobblestone District
Study Area

Source: NFTA Data
April 2014
Created in ArcGIS 10.2 Using ArcMap
Task 1. Review previous and current plans and initiatives: The Consultant shall undertake a review of previous studies, plans and proposals in order to take advantage of any applicable available information, plans and data. The Consultant shall review and become familiar with current planning efforts and on-going initiatives and development to establish the appropriate context for developing reasonable alternatives. The Consultant shall also develop an appropriate stakeholder outreach program that could include interviews, focus groups, public meetings, etc.

Task 2. Review and Confirm Study Area: The proposed Study Area is shown in the attached photo. Based on the review of current plans and initiatives as well as stakeholder input, the Consultant and NFTA shall confirm the extent of the study area. The Consultant shall conduct a physical inventory of the study area and assemble data and plans necessary to conduct this planning and feasibility study.

Task 3. Existing and Near-Term Metro Rail Service Conditions: The Consultant shall identify current Metro service conditions including headways, running times, span of service, required vehicles, etc. The Consultant shall also review data such as demand, capacity and functionality of existing Metro Rail stations in the study area. In addition, the Consultant shall identify and understand the projected changes to and the impacts on Metro Rail service resulting from the Returning Traffic to Main Street project.

Task 4. Metro Service, Conceptual Alignment and Station Location Alternatives: The Consultant shall develop a reasonable number (2-3) of conceptual Metro Rail extension alignment and new or relocated station location alternatives as well as potential enhancements to existing stations within the project limits. An objective shall be to identify optimal locations for Metro Rail stations. The alternatives shall be developed to a sufficient detail to identify operating plans and capital cost estimates. The development of alternative alignments, new station locations and existing station enhancements should be coordinated with and complementary to ongoing plans and initiatives for the study area.

Task 5. Operations Plans: The Consultant shall work with Metro staff to develop conceptual operations plans for each alternative. Metro Rail single tracking and loop operation should be considered. The operations plans will identify run times, service frequencies by time period, span of service and operating statistics.

Task 6. Ridership/Demand Estimation: The Consultant shall consult and work with the region’s Metropolitan Planning Organization, the Greater Buffalo Niagara Regional Transportation Council, to develop forecasts of travel demand/ridership for each of the alternatives. The Consultant shall propose an appropriate methodology and set of forecasting tools to complete this task.

Task 7. Operating and Maintenance Costs: The Consultant shall prepare operations and maintenance(O&M) cost estimates for each alternative utilizing operating statistics from the operating plans and ridership estimates.

Task 8. Capital Cost Estimates: The Consultant shall prepare capital cost estimates for each alternative in accordance with the latest FTA Standard Cost Category (SCC) estimate format and
NFTA cost estimating standards and assumptions as applicable. The Consultant shall provide quantity estimates to support the cost estimates.

**Task 9. Evaluation of Alternatives:** The Consultant shall evaluate each alternative based on, but not limited to, the following factors:
- accessibility improvements
- environmental impacts
- economic competitiveness
- safety improvements
- state of good repair improvements
- capital and operating costs
- environmental justice
- compatibility with planned and existing development in the study area
- impact on current and future Metro Rail operations
- opportunities for improved multimodal connections
- potential redevelopment of the DL&W upper level
- potential future Metro Rail extension opportunities

**Task 10. Financing Options/Financial Plan:** The Consultant will develop financial information and a financial plan for the recommended alternative(s) that will identify potential grant opportunities, e.g. FTA Tiger grants or Small Starts Project Development, funding streams and financing strategies necessary to construct, operate and maintain the recommended improvements.

**Task 11. Cost/Benefit Analysis:** The Consultant will develop a cost/benefit analysis to identify, quantify, and compare expected benefits and costs for the recommended alternative(s) in accordance with the 2014 Benefit-Cost Analyses Guidance for TIGER Grant Applications and the BCA Resource Guide.

**Task 12. Develop Implementation Schedule:** The consultant shall develop a feasible implementation schedule for the recommended alternative(s).

**Task 13. Final Report and Recommendation:** The Consultant shall prepare a final report documenting the results of the previous tasks and supporting a recommendation of a preferred alternative(s).
## ATTACHMENT C
### PROPOSAL INSTRUCTIONS
#### CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Information</td>
<td>2</td>
</tr>
<tr>
<td>1.1 Introduction</td>
<td>2</td>
</tr>
<tr>
<td>1.2 Consultant Qualifications</td>
<td>3</td>
</tr>
<tr>
<td>1.3 Joint Venture</td>
<td>3</td>
</tr>
<tr>
<td>1.4 Validity Period</td>
<td>3</td>
</tr>
<tr>
<td>1.5 Disclosure of Proposal Data</td>
<td>3</td>
</tr>
<tr>
<td>1.6 Agreement</td>
<td>3</td>
</tr>
<tr>
<td>1.7 RFP Amendment</td>
<td>3</td>
</tr>
<tr>
<td>1.8 New York State Professional License</td>
<td>4</td>
</tr>
<tr>
<td>1.9 Conflict of Interest</td>
<td>4</td>
</tr>
<tr>
<td>1.10 Submittal of Proposals</td>
<td>4</td>
</tr>
<tr>
<td>1.11 Procedures for Competitive Selection</td>
<td>4</td>
</tr>
<tr>
<td>1.12 Protest Procedures</td>
<td>4</td>
</tr>
<tr>
<td>2 Proposal</td>
<td>5</td>
</tr>
<tr>
<td>2.1 Scope of Work</td>
<td>5</td>
</tr>
<tr>
<td>2.2 Project Cost Proposal</td>
<td>6</td>
</tr>
<tr>
<td>2.3 Proposal Forms</td>
<td>9</td>
</tr>
<tr>
<td>3 Disadvantaged Business Enterprise Policy Statement</td>
<td>9</td>
</tr>
<tr>
<td>4 Disadvantaged Business Enterprise Requirements</td>
<td>10</td>
</tr>
<tr>
<td>5 New York State Business Enterprises</td>
<td>10</td>
</tr>
<tr>
<td>6 Participation By Minority and Women Business Enterprises</td>
<td>11</td>
</tr>
</tbody>
</table>
1 General Information

1.1 Introduction

This Request for Proposals (“RFP”) invites a consulting services proposal for services as set forth within. These services may be modified during contract negotiations between the Consultant and the NFTA. The Consultant is encouraged to use its previous knowledge and experience to develop a Proposed Scope of Work and a time schedule for completion within the constraints previously identified. The adequacy of the Consultant’s response, as it pertains to the study, will be a principal basis for evaluation of proposals. Consultants may be invited to present their proposal to the selection team.

This RFP does not commit the NFTA to negotiate a contract, nor does it obligate the NFTA to pay for any costs incurred in preparation and submission of proposals or costs incurred prior to issuance of a Notice of Proceed.

The Consultant shall not commence work without first receiving a written Notice to Proceed.

Proposals will be accepted until June 18, 2014, at 11:00 a.m. at the Procurement Department, Fifth Floor, Metropolitan Transportation Center, 181 Ellicott Street, Buffalo, New York 14203. Proposals should be submitted in an opaque, sealed envelope. The lower left-hand corner should be marked as follows: RFP #, Due Date, Title, and Name of Proponent. Proposals received after the date and time specified above for opening shall be considered late proposals and, therefore, shall not be opened and/or considered for award. The contact person for this procurement is:

Andrea Herald, Procurement Manager
181 Ellicott Street
Buffalo, New York 14203
716-855-7356 phone, 716-855-6676 fax
Email: Andrea_Herald@nfta.com
www.nfta.com

All correspondence, communications and/or contact with the NFTA in regard to any aspect of this proposal shall be with the Procurement Official designated above or her designated representative. Prospective proponents, or their representatives, shall not make contact with or communicate with any representatives of the NFTA, including employees and consultants, other than the designated Procurement Official, in regard to any aspect of this proposal.

NOTE: THE PROPONENT SHALL NOT INCLUDE ANY COSTS IN THEIR PROPOSAL. ANY COSTS INCLUDED WILL AUTOMATICALLY DISQUALIFY THE PROPONENT FROM FURTHER CONSIDERATION. COST WILL BE REQUESTED FROM THE PROPONENT EVALUATED TO BE THE MOST QUALIFIED.
1.2 Consultant Qualifications

To be considered qualified, the Consultant must demonstrate in its proposal that it has the background, experience and the technical and management resources required to organize and conduct the general study outlined in this RFP. If requested by the NFTA, the Consultant shall furnish information to document its ability to perform the required work. The NFTA reserves the right to investigate the qualifications of firms under consideration to confirm any part of the information furnished by the Consultant. Anything less than satisfactory performance on a prior NFTA contract may lead to the NFTA concluding that the Consultant is not qualified.

The proposer is advised that a minimum of fifty percent of the services must be provided by the individual or firm of record. The phrase “individual or firm of record” refers to that entity which enters into a contract with the NFTA and is responsible for all aspects of the contract.

1.3 Joint Venture

Proposals submitted by a joint venture shall not be considered unless the contractual responsibilities of the parties to the joint venture are clearly and specifically identified.

1.4 Validity Period

The proposal shall be considered valid for the period of time it takes to negotiate a contract with the successful Consultant. This may involve a period of up to six months following submittal. If a proposal is not valid for this time period, notification of the valid time period must be made in the letter of transmittal.

1.5 Disclosure of Proposal Data

The proposal submitted in response to this request may contain data which the Consultant, or its proposed subconsultants, do not want disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such data will be restricted if authorized by law, provided the Consultant identifies the pages of the proposal that are to be restricted.

1.6 Agreement

The Consultant awarded the contract will be required to execute an Agreement in the form set forth in Attachment D. The only Articles of the Agreement subject to negotiation after receipt of the proposal are Articles 1 and 2. All proposed subconsultant agreements shall contain the terms and conditions as provided in Attachment E.

1.7 RFP Amendments

This RFP represents a written statement on the part of the NFTA explaining the requirements, terms and conditions for submissions of proposals. The RFP covers this material as comprehensively and completely as it can at this time and thus contains all representations of the NFTA with respect to this matter. Any information or understandings, verbal or written, which are not contained within this RFP, or in later written addenda to this RFP, if issued, will be excluded from consideration in evaluating proposals.

Any questions, objections or requests for revisions which Consultants may have should be submitted via email to Andrea Herald and received June 9, 2014. If questions submitted to the NFTA make issuance of addenda to this RFP necessary, such addenda will be distributed to all prospective Consultants. However, it is the responsibility of the proposer to determine whether addenda have been issued and to acknowledge their receipt in its proposal.
1.8 New York State Professional License

The Consultant must be qualified to work in New York State and possess a valid New York State Professional License applicable for the work required by this RFP. The Consultant shall provide proof of current professional licensing registration with any proposal submitted hereunder.

1.9 Conflict of Interest

In order to avoid any possible conflict of interest during construction and procurement of project equipment, the Consultant shall not be directly, or affiliated with others, involved in the supply of materials, equipment or construction services for the project. A statement of non-conflict of interest must be provided to the NFTA.

1.10 Submittal of Proposals

Nine hard copies and two electronic copies (CD's or flash drives) of the Technical Proposal must be received at the address, date and time specified.

1.11 Procedures for Competitive Selection

Proposals submitted will be evaluated utilizing the criteria set forth at Attachment F.

1.12 Protest Procedures

Pre-Submittal Protests: If a proposer can demonstrate that the Contract Documents issued by the NFTA are unduly exclusionary and restrictive or that federal, state or local laws or regulations have been violated during the course of the procurement, then the proposer may seek a review by the Executive Director or her appointed representative, at 181 Ellicott Street, Buffalo, New York 14203. Protests shall be clearly identified as Protests and submitted in writing as early as possible but no later than five business days before the date specified for proposal submittal. Within four business days after receipt of a pre-submittal protest, the Executive Director shall make one of the determinations listed below.

Post-Submittal Protests: A protest to the acceptance or rejection of any or of all proposals for a contract, or to the award thereof, or to any such action proposed or intended by the NFTA, must be received in writing by the Executive Director no later than five business days after the protesting party first learned, or reasonably ought to have learned, of the action or the proposed or intended action to which he/she protests.

In the event the protestor alleges that the Executive Director or the representative appointed by the Executive Director to serve as Decision-Maker for the particular protest, engaged in improper conduct during the subject procurement, the General Counsel shall serve as the Decision-Maker. In the event it has been alleged that the General Counsel has engaged in improper conduct during the subject procurement, either the Executive Director or the General Manager of Engineering shall serve as the Decision-Maker.

Rulings on Protests: Within four business days, the Executive Director shall render one of the following determinations:
- Protest overruled.
- Protest is substantiated. Executive Director shall issue instructions to remedy issues relating to the protest.
- Procurement activity is suspended until written notification by the Executive Director.

The determination shall be in writing and shall provide at a minimum a general response to
each material issue raised in the protest. All documents submitted by the protestor and/or the NFTA Staff and reviewed by the Decision-Maker in the reaching of a determination shall form and be retained by the NFTA as the formal record of the dispute resolution process. The issuance of the foregoing determination is the NFTA’s final decision of the dispute. All interested parties shall be notified of any protests that are filed. The NFTA shall refrain from awarding a contract within five business days of the date of a decision rendered by the Executive Director regarding a protest, unless the NFTA determines that:

- The items to be procured are urgently required.
- Delivery or performance will be unduly delayed by failure to make a prompt award.
- Failure to make a prompt award will otherwise cause undue harm to the NFTA.

Protestor’s Appeal to Federal or State Agencies: In the event the NFTA fails to have written protest procedures or fails to abide by the protest procedures set forth above, and federal or state funds are participating in the procurement, then the protestor may seek a review by the appropriate funding agency. Protestors shall file such a protest not later than five (5) business days after a final decision is rendered under the NFTA’s protest procedure. In instances where the protestor alleges that the NFTA failed to make a final determination on the protest, protestors shall file a protest with the appropriate agency not later than five (5) business days after the protestor knew or should have known of the NFTA’s failure to render a final determination on the protest.

2 Proposal

2.1 Scope of Work

2.1.1 Format

The proposal must be in compliance with the format described herein. The proposal shall be prepared on 8 ½ x 11 inch paper bound on the long side. A limited number of fold-out sheets are acceptable. All pages are to be sequentially numbered. Unnecessarily elaborate proposals are not desired. Proposals should be concise, particularly with respect to past experience on other projects and the resumes of key personnel. Related experience is essential. Be specific on past and current assignments. Define the firm’s involvement and responsibilities in each project.

2.1.2 Content

The Consultant’s technical proposal shall be prepared using the following format to facilitate evaluation. If a Consultant fails to provide the information requested in one or more sections, the proposal may be considered nonresponsive.

2.1.2.1 Cover Letter: The proposal shall be submitted with a cover letter summarizing key points in the proposal. Any introductory remarks may also be placed in the cover letter. The cover letter should not exceed three pages in length.

2.1.2.2 Proposed Scope of Work: Develop a scope of work for the project using the information supplied in Attachments A and B. Develop a time schedule for completion of the project.

2.1.2.3 Project Implementation: The Consultant shall describe its plans to develop and implement the proposed scope of work. This section should include a narrative description of the proposed methodology to accomplish the required tasks, as well as any innovations used on similar projects which may be applicable to the project.
2.1.2.4 Project Organization: This section of the proposal should be used to provide information on the prospective Consultant’s organization and staffing of the project. It should briefly describe the Consultant’s personnel and pertinent qualifications. If the proposer is a “team” or “Joint Venture,” the names of all participating firms must be submitted, accompanied with an explanation of the role each is to play in carrying out this project. Identify the proposed contractual arrangements by which the “team” is formed; for instance, subconsultant agreement, joint venture or other method. Indicate why these arrangements were selected. Please note that each subconsultant and joint venture associate must submit all pertinent data requested of the Prime Consultant. An organization chart for the project is to be prepared. This chart should indicate the key personnel, their assignments and present employer. Indicate which of the personnel identified on the organization chart are presently assigned to the Buffalo area. Indicate the present location of all personnel to be reassigned and approximate timetable for reassignment related to a Notice to Proceed.

2.1.2.5 Manpower Plan: This section of the proposal should be used to further describe the staffing of the project. The manpower charts should indicate the tasks, job classification and personnel which will be based in Buffalo and those which will remain in another company office. The location of any satellite offices must be noted. Similar information must be prepared for each partner of a joint venture and/or each subconsultant.

2.1.2.6 Work Location: If it is anticipated that any portion of the work on this project will be performed in a location other than Buffalo, identify the location where such work would be undertaken.

2.1.2.7 Key Personnel: A list of key personnel for this project must be submitted along with a resume for each person.

2.1.2.8 Related Projects: A list of projects accomplished by your firm that are similar to the proposed project should be provided. Each project description should include the degree of involvement by your firm, whether it is under design, under construction or constructed. List those personnel proposed for the NFTA project who were involved and in what capacity, the name of the client, the name of the contractor, if built – the location, the project estimate, the final project cost, type of construction, whether any delays were encountered and if so, the reason for the delay and a description of the change orders issued.

2.1.2.9 Background Experience: This section should contain a brief history of your firm, the names of principals, a concise description of the types of work accomplished, an indication of current staff size and location and other relevant background information. Where possible, show this information in a tabular form. This section should also contain information demonstrating that your firm has a good working relationship with its clients, including a list of references (include contact information), copies of letters of commendation and a discussion of how problems arising during the course of a project are addressed. Each proposed team member and/or subconsultant is to provide a similar description. It is requested that these descriptions be concise and not simply a reprint of more voluminous promotional literature.

2.2 Project Cost Proposal

2.2.1 Format

The Project Cost Proposal shall be requested of the most qualified, acceptable proposer identified by the Consultant Selection Committee and submitted in an envelope marked “CONFIDENTIAL.” This document will be kept confidential throughout the negotiation process. The proposer shall submit nine copies of this document.
2.2.2 Content

The Consultant’s Project Cost Proposal shall be prepared using the following topic sequence to facilitate evaluation. If a Consultant fails to provide the information requested in one or more sections, the proposal may be considered non-responsive.

2.2.2.1 Manpower Plan/Direct Labor Costs: The Manpower Plan shall be used to describe the staffing for the project. The proposals shall identify the task, job classification and personnel which will be based in Buffalo and those which remain in other company offices. The location of any satellite offices must be noted. Similar information to the above must be prepared for each partner of the joint venture or of each subconsultant and submitted for both architectural and engineering design services and construction monitoring services.

Direct Labor costs shall be direct salary costs of all professional and support employees assigned to this project on a full-time basis for all or part of the term of the Project, plus properly allocable salaries of all professional or subprofessional employees working part time on the project. The manpower costs shall be subdivided into Architectural/Engineering Design and Construction Monitoring Services. Professional and support employees shall include engineers, systems analysts, programmers and other technical employees who charge their time directly to this project. Officers and principals are not considered in this category and their costs are to be defined separately. Salary costs shall not include amounts for vacation or holiday pay, Social Security, Unemployment Insurance, Workers’ Compensation or other fringe benefits or payroll burden, which are part of the overhead cost. Survey personnel and other personnel of the Consultant who are covered by union contracts will be paid the union rates applicable to them at the time work is performed. An estimate is required.

2.2.2.2 Project Overhead: The overhead cost applicable to Direct Labor may only be calculated as set forth herein. Overhead is applicable only to direct salary costs. The Project Overhead shall be certified by an officer or principal of the firm and by the financial officer of the firm. It is also requested that in the Project Cost Proposal you indicate when your last government audit was performed, the accounting period covered and the name and address of the government agency which performed the audit. The Project Overhead shall be prepared on the basis of the Consultant’s fiscal year. It should be noted that the project described in this RFP is funded by the New York State Department of Transportation. The overhead rates shall consist of (1) payroll burden and (2) nonpayroll burden (indirect expenses and general administrative expenses). These expenses are allocated as follows:

Payroll Burden: Payroll burden items are allocated pro-rata to all chargeable direct salaries and wages and include employee benefits such as vacations, holiday pay, sick leave, group life, accident and health insurance, retirement annuity contributions, federal insurance contributions, unemployment taxes and employee bonuses, but only if the bonuses are part of a company plan which does not constitute a “distribution of profits” under existing government regulations.

Allowable Indirect Expenses: The following represents typical items of non-payroll burden (indirect expense and general and administrative expense) which may be allocated to Project Overhead:

- Indirect Salaries and Wages – for management and administration salaries, attendance at meetings and seminars, program orientation, education and training, stenographic, secretarial and clerical effort.

- Indirect Materials and Supplies – stationery and office supplies, technical and graphic arts, library books and periodicals.
• Office Costs – maintenance and repairs, janitorial, plant engineering and rearrangement activities.
• Utilities – heat, electric and water.
• Travel Expense – administrative; includes attendance at meetings and seminars.
• Communications – telephone, telegraph and postage.
• Branch Office Expenses – costs are allowable only to the extent necessary to perform services under this Agreement.
• Buildings and Equipment Rental
• Accounting and Legal Fees
• Personnel Recruitment, Medical and Nursing Expenses
• Depreciation on furniture and fixtures, engineering equipment, company cars, etc.
• Taxes – only New York State property and franchise taxes will be allowed.
• Insurance – all insurance as required by this Agreement and other necessary policies of insurance such as automobile insurance.

Non-Allowable Indirect Expenses: The allowability of costs and expenses shall be determined in accordance with the Federal Acquisition Regulations and New York State Procurement Regulations. The following list is not intended to be all inclusive; however, it does list typical non-allowable costs and expenses:

• Federal and New York State Income Taxes
• Advertising costs that do not include recruitment for the project
• Bad debts
• Civil Defense Funds and projects
• Stock options, dividends or other financial costs
• Administrative costs associated with pension and retirement funds
• Contingencies
• Contributions and donations
• Entertainment expenses
• Idle facilities
• Fines and penalties
• Losses on other contracts
• Organizations costs
• Research and development
• Deferred compensation, unless in effect prior to the execution of this Agreement
• Any items for which direct charges are being claimed

2.2.2.3 Direct Non-Salary Costs: This category includes all expenses which are to be reimbursed when they are incurred. In general, items included as direct costs, which do not bear any overhead, are items such as direct costs for travel, telephone, communications, outside computer services, rental or purchase of items or equipment, subcontracts or consultants required for the project, etc.

The NFTA is exempt from payment of New York State and local taxes. Neither the cost proposal nor any requests for payment pursuant to this Agreement to the NFTA shall include any federal, state or local tax unless such a tax is specifically required to be imposed upon said cost proposal or payment by the laws and/or regulations of the federal government or any state government. The NFTA will furnish the necessary exception certificates.

2.2.2.4 Fixed Fee: The fixed fee or profit is a lump sum amount which is negotiated, and is not altered during the term of the project unless a substantial change in the scope of services occurs.

2.3 Proposal Forms

The forms provided in this RFP, including Manpower Plan, Key Personnel-Resume, Manpower Plan/Direct Labor, Project Overhead, Cost Summary, Non-Collusive Proposal Certification and New York State Finance Law Sections 139-j and 139-k (“Lobbying Law”) – Disclosure Statement, must be completed and submitted with the Consultant’s proposal.

3. Disadvantaged Business Enterprise Policy Statement

In accordance with the requirements of 49 CFR, Part 26, dated March 4, 1999 entitled, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs,” the Niagara Frontier Transportation Authority (NFTA), is committed to the development and implementation of an effective Disadvantaged Business Enterprise (DBE) Program.

The NFTA has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the NFTA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the NFTA to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the policy of the NFTA:

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

2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;

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

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

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

The Director of Equal Opportunity/Diversity Development has been delegated as the DBE Liaison Officer. In that capacity, the Director of Equal Opportunity/Diversity Development is responsible for implementing all aspects of the DBE Program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the NFTA in its financial assistance agreements with the Department of Transportation.

The NFTA has disseminated this policy statement to the Board of Commissioners and all the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for the NFTA on DOT-assisted contracts by inclusion in bid specifications, Requests for Qualifications and Requests for Proposals.

4. Disadvantaged Business Enterprise Requirements

There is no DBE goal for this procurement. See MWBE goal requirement below.

5. New York State Business Enterprises

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
Procurement Assistance Unit
One Commerce Plaza
Albany, New York 12245
Phone: (518) 474-7756    Fax: (518) 486-7577

NOTE: Companies requesting lists of potential subcontractors and suppliers are encouraged to identify the SIC code, size and location of vendors.

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

NYS Department of Economic Development
Minority and Women’s Business Development Division
One Commerce Plaza
Albany, New York 12245
Phone: (518) 474-1979    Fax: (518) 473-0665

Bidders located in foreign countries are hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this procurement contract to third
parties located in New York State. The successful contractor shall agree to cooperate with the State in efforts to get foreign countries to recognize offset credits created by the procurement contract.

The Omnibus Procurement Act requires that by signing this bid proposal, contractors certify that whenever the total bid amount is greater than $1 million:

1. The successful contractor shall document efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State.

2. Documented efforts by a successful contractor shall consist of and be limited to showing that such contractor has:

   a. Solicited bids, in a timely and adequate manner, from New York State business enterprises including certified minority and women-owned businesses, or

   b. Contacted the New York State Department of Economic Development to obtain listings of New York State business enterprises, or

   c. Placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or

   d. Participated in bidder outreach conferences.

   e. If the Contractor determines that New York State business enterprises are not available to participate on the contract as subcontractors or suppliers, the Contractor shall provide a statement indicating the method by which such determination was made.

   f. If the Contractor does not intend to use subcontractors on the contract, the Contractor shall provide a statement verifying such intent.

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

4. 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 Community Services 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.

6. Participation By Minority and Women Business Enterprises
The NFTA M/WBE goal for this procurement is 25%.

The successful Bidder must document good faith efforts to provide meaningful participation by MWBEs as sub-consultants or suppliers in the performance of the Agreement and agrees that the NFTA may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: http://www.esd.ny.gov/mwbe.html. For guidance on how the NFTA will determine the successful Bidder’s "good faith efforts" refer to 5 NYCRR section 142.8.
In accordance with 5 NYCRR section 142.13, the successful Bidder acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Agreement, such finding constitutes a breach of the Agreement and the NFTA may withhold payment from the successful Bidder as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payments to MWBEs had the successful Bidder achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Agreement.

By submitted a bid the Bidder agrees to submit the following documents and information:

A. Bidders are required to submit an MWBE Utilization Plan in the form set forth below with the bid. Any modifications to the MWBE Utilization Plan after award of the Agreement must be reported on a revised MWBE Utilization Plan and submitted to the NFTA.

B. The NFTA will review the MWBE Utilization Plan and advise the Bidder of acceptance or issue a notice of deficiency within 30 days of receipt.

C. If a notice of deficiency is issued, the Bidder agrees that it shall respond to the notice of deficiency within five business days of receipt by submitting to the NFTA a written remedy in response to the notice of deficiency. If the written remedy is found by the NFTA to be inadequate, the NFTA shall notify the Bidder and direct the Bidder to submit, within three business days, a request for a partial or total waiver of MWBE participation goals in the form set forth below.

D. The NFTA shall disqualify a Bidder as non-responsive under the following circumstances:

1. If a Bidder fails to submit an MWBE Utilization Plan;
2. If a Bidder fails to submit a written remedy to a notice of deficiency;
3. If a Bidder fails to submit a request for waiver; or
4. If the NFTA determines that the Bidder has failed to document good faith efforts.

The successful Bidder shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan during the performance of the Agreement. Requests for a partial or total waiver of established goal requirements may be made at any time during the term of the Agreement but no later than submission of a request for final payment.

The successful Bidder is required to submit a Quarterly MWBE Contractor Compliance and Payment Report to the NFTA by the 10th day following the end of each month over the term of the Agreement documenting the progress made toward achievement of the MWBE goals of the Agreement.
## M/WBE Utilization Plan

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

**Offeror’s Name:**
**Address:**
**City, State, Zip Code:**
**Telephone No.:**
**Region/Location of Work:**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name, Address, Email Address, Telephone No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| A. | NYS ESD CERTIFIED | | | |
| MBE | WBE | |

| B. | NYS ESD CERTIFIED | | | |
| MB | WBE | |

**MBE Goals in the Contract:**

<table>
<thead>
<tr>
<th>MBE %</th>
<th>WBE %</th>
</tr>
</thead>
</table>

**Region/Location of Work:**

**1. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104).**

**Prepared by (Signature):**
**Date:**
**Name and Title of Preparer (Print or Type):**

**Submission of this form constitutes the offeror’s acknowledgement and agreement to comply with the M/WBE requirements set forth under NYS Executive Law, Article 15-A, 5 NYCRR Part 143, and the above-referenced solicitation. Failure to submit complete and accurate information may result in a finding of noncompliance and possible termination of your contract.**

**Telephone No.:**
**Email Address:**

**FOR M/WBE USE ONLY**

**Reviewed by:**
**Date:**

**Utilization Plan Approved:**
**YES**
**NO**

**Contract No.:**
**Project No. (if applicable):**

**Contract Award Date:**
**Estimated Date of Completion:**
**Amount Obligated Under the Contract:**
**Description of Work:**
**Notice of Deficiency Issued:**
**Notice of Acceptance Issued:**

M/WBE 103 (Revised 11/08)

---

C - 13
# REQUEST FOR WAIVER FORM

**INSTRUCTIONS:** SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.

<table>
<thead>
<tr>
<th>Offeror/Contractor Name:</th>
<th>Federal Identification No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Solicitation/Contract No.:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>M/WBE Goals: MBE % WBE %</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.

**Contractor is requesting a:**

1. [ ] MBE Waiver – A waiver of the MBE Goal for this procurement is requested. [ ] Total [ ] Partial

2. [ ] WBE Waiver – A waiver of the WBE Goal for this procurement is requested. [ ] Total [ ] Partial

3. [ ] Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: ___________________

**PREPARED BY (Signature):**

**Date:**

**SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR’S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.**

<table>
<thead>
<tr>
<th>Name and Title of Preparer (Printed or Typed):</th>
<th>Telephone Number:</th>
<th>Email Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Submit with the bid or proposal or if submitting after award submit to:

Niagara Frontier Transportation Authority
Linda Seay, Director
EEO/Diversity Development Department
181 Ellicott Street
Buffalo, NY 14203

 *********************** FOR M/WBE USE ONLY ***********************

<table>
<thead>
<tr>
<th>REVIEWED BY:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Waiver Granted: [ ] YES MBE: [ ] WBE: [ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Total Waiver</td>
</tr>
<tr>
<td>[ ] ESD Certification Waiver</td>
</tr>
<tr>
<td>[ ] Notice of Deficiency Issued</td>
</tr>
</tbody>
</table>

"Comments: ___________________

M/WBE 104 (Revised 11/08)
# CONTRACTOR'S MONTHLY M/WBE PAYMENT REPORT

**CONTRACTOR'S MONTHLY M/WBE PAYMENT REPORT (DUE ON THE 10TH DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE MWBE GOALS ON THE CONTRACT)**

<table>
<thead>
<tr>
<th>Contractor/Vendor Name, Address and Phone No.:</th>
<th>Contractor/Vendor Federal ID No.:</th>
<th>MWBE Goals</th>
<th>Reporting Period</th>
<th>MBE %</th>
<th>WBE %</th>
<th>Month</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Project:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MBE/WBE Subconsultant/Subcontractor/Supplier Name, Address and Phone Number:</th>
<th>Description of Work or Supplies Provided</th>
<th>Product Code</th>
<th>Designation</th>
<th>Payment This Month</th>
<th>Total Payments to Date</th>
<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Federal ID No.:</th>
<th>0 MBE</th>
<th>0 WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0 Sub</td>
<td>0 Supplier</td>
</tr>
<tr>
<td></td>
<td>0 Broker</td>
<td>0 Other</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>No Payment This Month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Federal ID No.:</th>
<th>0 MBE</th>
<th>0 WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0 Sub</td>
<td>0 Supplier</td>
</tr>
<tr>
<td></td>
<td>0 Broker</td>
<td>0 Other</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>No Payment This Month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Federal ID No.:</th>
<th>0 MBE</th>
<th>0 WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0 Sub</td>
<td>0 Supplier</td>
</tr>
<tr>
<td></td>
<td>0 Broker</td>
<td>0 Other</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>No Payment This Month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Federal ID No.:</th>
<th>0 MBE</th>
<th>0 WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0 Sub</td>
<td>0 Supplier</td>
</tr>
<tr>
<td></td>
<td>0 Broker</td>
<td>0 Other</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>No Payment This Month</td>
</tr>
</tbody>
</table>

---

Signature of Firm's Affirmative Action Officer: __________________
Print Name: __________________
Date: ____________

Submission of this form constitutes the contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the contract.

For NFTA Use Only:
Reviewed By: __________________
Date: ____________
MBE/WBE SUBCONSULTANT/SUBCONTRACTOR/SUPPLIER MONTHLY
AFFIRMATION OF INCOME PAYMENTS

Each MBE and WBE Subconsultant/Subcontractor or Supplier must sign and submit this form to NFTA’s Office of EEO/Diversity Development by the 10th of each month.

<table>
<thead>
<tr>
<th>Consultant or Contractor</th>
<th>Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Address of Consultant/Contractor or Supplier:</td>
<td>Reporting Period Month Year</td>
</tr>
<tr>
<td>Description of Work:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subconsultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal ID No.:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subconsultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Address of MBE/WBE Firm:</td>
</tr>
<tr>
<td>Classification:</td>
</tr>
<tr>
<td>D MBE</td>
</tr>
<tr>
<td>Date firm commenced work Month Year</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Summery of Payments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Total MBE/WBE Contract Amount $</td>
</tr>
<tr>
<td>• MBE/WBE Payments Received For This Reporting Period $</td>
</tr>
<tr>
<td>• Total MBE/WBE Payments Received As Of This Reporting Period $</td>
</tr>
</tbody>
</table>

Signature of MBE/WBE Company Official ___________________________ Print Name ___________________________ Date ___________________________

This form is required pursuant to contract specifications. Failure to submit will result in noncompliance with contract specifications.

For NFTA Use Only: Reviewed By: ___________________________ Date: ___________________________
# PRODUCT KEY CODE

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Agriculture/Landscaping (e.g., all forms of landscaping services)</td>
</tr>
<tr>
<td>B</td>
<td>Mining (e.g., geological investigations)</td>
</tr>
<tr>
<td>C</td>
<td>Construction</td>
</tr>
<tr>
<td>C15</td>
<td>Building Construction – General Contractors</td>
</tr>
<tr>
<td>C16</td>
<td>Heavy Construction (e.g., highway, pipe laying)</td>
</tr>
<tr>
<td>C17</td>
<td>Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)</td>
</tr>
<tr>
<td>D</td>
<td>Manufacturing</td>
</tr>
<tr>
<td>E</td>
<td>Transportation, Communication and Sanitary Services (e.g., delivery services, warehousing, broadcasting and cable systems)</td>
</tr>
<tr>
<td>F/G</td>
<td>Wholesale/Retail Goods (e.g. hospital supplies and equipment, food stores, computer stores, office supplies)</td>
</tr>
<tr>
<td>G52</td>
<td>Construction Materials (e.g., lumber, paint, law supplies)</td>
</tr>
<tr>
<td>H</td>
<td>Financial, Insurance and Real Estate Services</td>
</tr>
<tr>
<td>I</td>
<td>Services</td>
</tr>
<tr>
<td>I73</td>
<td>Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)</td>
</tr>
<tr>
<td>I81</td>
<td>Legal Services</td>
</tr>
<tr>
<td>I82</td>
<td>Education Services (e.g., AIDS education, automobile safety, tutoring, public speaking)</td>
</tr>
<tr>
<td>I83</td>
<td>Social Services (Counselors, vocational training, child care)</td>
</tr>
<tr>
<td>I87</td>
<td>Engineering, architectural, accounting, research, management and related services</td>
</tr>
</tbody>
</table>
REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.

2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.

3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.

4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.

5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.

6. Provide copies of responses made by certified M/WBEs to your solicitations.

7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.

8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.

9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.

10. Provide the name, title, address, telephone number, and email address of offeror/contractor’s representative authorized to discuss and negotiate this waiver request.

11. Copy of notice of application receipt issued by Niagara Frontier Transportation Authority (NFTA).

Note:

Unless a Total Waiver has been granted, the Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the NFTA, to determine M/WBE compliance.

M/WBE 104 Instructions (11/08)
NON-COLLUSIVE PROPOSAL CERTIFICATION

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

(1) The prices in this proposal 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 proposer or with any competitor;

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

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

__________________________________
Signature

__________________________________
Printed Name and Title
New York State Finance Law Sections 139-j and 139-k (“Lobbying Law”) – Disclosure Statement

**General Information** All procurements by the Niagara Frontier Transportation Authority or Niagara Frontier Transit Metro System, Inc. (collectively, “NFTA/Metro”) in excess of $15,000 annually, are subject to New York State’s State Finance Law Sections 139-j and 139-k, (“Lobbying Law”).

Pursuant to the Lobbying Law, all “contacts” (defined as oral, written or electronic communications with NFTA/Metro intended to influence NFTA/Metro’s conduct or decision regarding a procurement) during a procurement must be made with one or more designated Point(s) of Contact only. Exceptions to this rule include written questions during the bid/proposal process, communications with regard to protests, contract negotiations and RFP conference participation. Nothing in the lobbying Law inhibits any rights to make an appeal, protest or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contacts must be reported to the NFTA/Metro Ethics Officer and investigated accordingly. The first violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. The NFTA/Metro will notify the New York State Office of General Services (“OGS”) of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be “knowing and willful” must be reported to the NFTA/Metro Executive Director and OGS.

Moreover, the statutes require the NFTA/Metro to obtain certain affirmations and certifications from bidders and proposers. This Disclosure Statement contains the forms with which to comply, together with additional information and instructions.

**Instructions** New York State Finance Law δ139-k(2) obligates the NFTA/Metro to obtain specific information regarding prior non-responsibility determinations. In accordance with New York State Finance Law δ139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any governmental entity due to: (a) a violation of New York State Finance Law δ139-j or (b) the intentional provision of false or incomplete information to a governmental entity.

As part of its responsibility determination, New York State Finance Law δ139-k (3) mandates consideration of whether an offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement
contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

Disclosure of Prior Non-responsibility Determinations

Name of Bidder/Proposer: __________________________________________________________
Address: _______________________________________________________________________

Name/Title of Person Submitting Form: _______________________________________________

Has any governmental entity\(^1\) made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years?

___Yes ___No

If yes: Was the basis for the finding of the Bidders/Proposer’s non-responsibility due to a violation of State Finance Law \(\delta 139-j\)?

___Yes ___No

Was the basis for the finding of Bidder’s Proposer’s non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

___Yes ___No

If yes, please provide details regarding the finding or non-responsibility below:

Governmental Entity: ___________________________________________________________________

Year of Finding of Non-responsibility: ________________________________________________

Basis of Finding of Non-responsibility:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

\(^1\) A “governmental entity” is (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision(s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL \(\delta 139-j\), paragraph 1.a.)
Has any governmental entity terminated a procurement contract with the Bidder/Proposer due to the intentional provision of false or incomplete information?

___ Yes ___ No

Bidder’s/Proposer’s Affirmation and Certification

By signing below, the Bidder/Proposer:

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

b) Certifies that all information provided to the NFTA/Metro with respect to New York State Finance Law §139-j and §139-k is complete, true and accurate.

By:

__________________________________________ Date:__________

(Signature of Person Certifying)

Print Name and Title:_________________________________________Title:_________

Bidder/Proposer or Contractor/Consultant (Full Legal Name):__________

______________________________________________________________

Address of Bidder/Proposer or Contractor/Consultant:________________

______________________________________________________________

Business Telephone Number:____________________________________

NFTA/Metro’s Right
To Terminate The NFTA/Metro reserves the right to terminate a Contract in the event it is found that the certification filed by the Bidder/Proposer, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, the NFTA/Metro may exercise its termination right by providing written notification to the Bidder/Proposer in accordance with the written notification terms of the Contract.
MANPOWER PLAN

Firm Name

<table>
<thead>
<tr>
<th>Title/Grade</th>
<th>Estimated Hours Required</th>
</tr>
</thead>
</table>

C - 23
KEY PERSONNEL - RESUME

NAME:  
ANTICIPATED STARTING DATE:  

POSITION AND FIRM:  
PROFESSIONAL REGISTRATION:  
TOTAL PROFESSIONAL EXPERIENCE (YEARS):  

EDUCATION:  

CURRENT ASSIGNMENT AND LOCATION:  

PUBLICATIONS & PROFESSIONAL AFFILIATIONS:  

SUMMARY OF EXPERIENCE IN THE PAST TEN YEARS:  

* NOTE:  
1. Not more than one page per person.  
2. Be specific as to the type of experience (design, construction, operations, etc.) and briefly how it relates to the responsibilities of the position to be assumed.
**MANPOWER PLAN/DIRECT LABOR**

Firm Name

<table>
<thead>
<tr>
<th>Estimated Hours</th>
<th>Salary Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title/Grade</td>
<td>Required</td>
</tr>
</tbody>
</table>

Total

C - 25
**PROJECT OVERHEAD**

*Allowable Direct Costs*

<table>
<thead>
<tr>
<th>Percentage of</th>
<th>Dollars</th>
<th>Direct Salaries</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative salaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office and clerical salaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unallocated salaries, fee studies, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting and legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent and utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office supplies and maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dues, meetings, subscriptions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recruiting expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance-public liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance-company automobiles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance-professional liability and valuable papers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance-miscellaneous casualty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Branch office expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation, furniture, fixtures, engineering, equipment, company cars, etc.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal  _____________  ______________

*Payroll Burden Items*

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holidays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sick Leave</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Social Security</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Unemployment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Disability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers Compensation Insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee group insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee medical insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee bonuses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee retirement contributions</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal  _____________  ______________

Total  _____________  ______________
Insert Cost Summary
AGREEMENT

Between

NIAGARA FRONTIER TRANSPORTATION AUTHORITY
And

Re:
## CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>10</td>
<td>9</td>
</tr>
<tr>
<td>11</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>11</td>
</tr>
<tr>
<td>13</td>
<td>11</td>
</tr>
<tr>
<td>14</td>
<td>11</td>
</tr>
<tr>
<td>15</td>
<td>11</td>
</tr>
<tr>
<td>16</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>12</td>
</tr>
<tr>
<td>18</td>
<td>12</td>
</tr>
<tr>
<td>19</td>
<td>12</td>
</tr>
<tr>
<td>20</td>
<td>12</td>
</tr>
<tr>
<td>21</td>
<td>13</td>
</tr>
<tr>
<td>22</td>
<td>13</td>
</tr>
<tr>
<td>23</td>
<td>14</td>
</tr>
<tr>
<td>24</td>
<td>14</td>
</tr>
<tr>
<td>25</td>
<td>14</td>
</tr>
<tr>
<td>26</td>
<td>15</td>
</tr>
</tbody>
</table>
27  Seismic Design  
28  Green Buildings  
29  Environmental Requirements  
30  Suspension and Debarment  
31  Prompt Payment Rules and Regulations  
32  Subcontractors/Subconsultants  
33  New York State Standard Clauses  
34  Disadvantaged Business Enterprise  
35  No Government Obligations to Third Parties  
36  Incorporation of Federal Transit Administration (FTA) Terms  
37  Final Acceptance  

EXHIBIT
A  Certification Regarding Lobbying  
B  Prompt Payment Rules and Regulations  
C  Federal Funding Participation  
D  Scope of Services  
E  Estimated Cost of Consultant Services  
F  Overhead Expenses  
G  NYSDOT Per Diem Rates  
H  Key Personnel - Résumé
AGREEMENT

between
THE NIAGARA FRONTIER TRANSPORTATION AUTHORITY

and

_________________________________________________

CONTRACT NO. ________________________________________________
PROJECT          ________________________________________________

THIS AGREEMENT made and entered into the ____ day of ___________, 201__, by and between the NIAGARA FRONTIER TRANSPORTATION AUTHORITY, a New York public benefit corporation with its principal office for the transaction of business at 181 Ellicott Street, Buffalo, New York 14203, and ________________________________________________, a ____________________________ of the State of ____________________________, having its principal office for the transaction of business at ________________________________.

W I T N E S S E T H:

For and in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1 General Description of Work to Be Performed

The NFTA agrees to and hereby does retain and employ Consultant, and Consultant agrees to perform such services hereinafter mentioned upon the following generally described project (hereinafter referred to as “Project”):

_____________________________________________________________________, said services being more particularly described in Exhibit D, Scope of Services, attached hereto and made a part hereof. Consultant will not incur costs in connection with this Agreement until a formal Notice to Proceed has been issued by the NFTA.

The word “Engineer” where used herein, is understood to mean the Director, Engineering, of the NFTA or his duly designated representative. The word “Contracting Officer” where used herein, is understood to mean the Chairman or Executive Director of the NFTA or their duly designated representative.

2 Provision for Payment

The NFTA agrees to pay the Consultant and the Consultant agrees to accept as full compensation for its services, the sum of $________________________________________ in accordance with the following provisions as applicable to the type of compensation as set forth in Exhibit E hereof.

2.1 The Consultant shall not be reimbursed in excess of the negotiated price set forth in Exhibit E without prior written authorization from the NFTA. This limitation does not relieve the Consultant of its obligation to complete the work specified in this Agreement.
2.2 The negotiated price set forth in Exhibit E is not subject to adjustment unless the scope and character of the project work to be performed is materially revised by the NFTA. In such instance, and where practicable the parties shall negotiate the cost and scope of revisions to the services to be performed in advance of performance of same. The Consultant shall provide such proposal(s) and price analyses to the NFTA to permit consideration of elements of changed work as directed by the NFTA.

2.3 **Progress Payments – Negotiated Lump Sum Basis**

The following provisions apply in the event Exhibit E provides for payment upon performance of the required work on a Lump Sum Basis.

2.3.1 The Consultant may submit monthly progress payment requests to the NFTA based on partial or complete performance of the project, as set forth in Exhibit D. Payments shall be authorized based upon attainment of completion of portions of the work at agreed milestone events for the project, or a subsequent schedule submitted to, and agreed upon by the NFTA. All progress payment requests are subject to the approval of the Engineer.

2.3.2 The Consultant shall prepare and submit monthly progress reports in such detail and form acceptable to the NFTA. These reports shall address the relationship of the required, planned and completed work versus actual performance.

2.3.3 The Consultant’s monthly invoices shall be accompanied by statement(s) setting forth the name and title of each employee, and subconsulting or other service firm that was engaged in the Work during such respective month. Consultant’s invoices shall be submitted in duplicate to the Engineer for approval.

2.3.4 As applicable, the Consultant must submit a certification that all subconsultants have been paid for work satisfactorily completed through the present monthly paid estimate.

2.4 **Progress Payments – Cost Plus Fixed Fee Basis**

The following provisions apply in the event Exhibit E provides for payment upon performance of the Work on a cost plus fixed fee basis.

2.4.1 Actual direct salary costs of all professional and support employees assigned to the project on a full-time basis for all or part of the term of this Agreement, plus properly allocable salaries of all professional or support employees working part-time on the project, up to the maximum allowable hourly rates of pay set forth in the Manpower Plan, and subject to audit. Overtime premium shall be charged as a direct non-salary cost. Consultant’s professional and support employees, for the purposes of this Agreement, shall be defined as engineers, architects, designers, draftsmen and other technical employees, excepting officers, who charge their time directly for services under this Agreement. Direct salary costs shall not include amounts for vacation, holiday pay, Social Security, unemployment insurance, workers’ compensation or other fringe benefits.

2.4.2 Compensation for Officer/Principal salaries shall be at a reasonable rate. Payments for work by officers shall be allowable only if participation is essential to effective and economic completion of the project. Officer/Principal salaries are for production time (exclusive of time spent for general administration or supervisory activities) expenses or services in connection with this Agreement. Salaries for time spent on administrative and supervisory activities in connection with the Agreement will not qualify as a direct salary cost but will be considered as part of the overhead cost.

2.4.3 If there are any direct salary rates in excess of those shown in the Manpower Plan, then the difference shall be completely borne by the Consultant without reimbursement by the NFTA.
unless prior approval is obtained from the NFTA for payments exceeding the salary rates allowed in the Manpower Plan.

2.4.4 The Federal Acquisition Regulations (FAR), Part 31, shall be the basis for the (a) determination, (b) negotiation or (c) allowance of direct non-salary costs incurred by the Consultant, Subconsultant or Subcontractor in fulfilling the terms of the Agreement, unless otherwise specifically and individually authorized by the NFTA prior to the incurrence of said costs. All project-related travel, other than local (Western New York area) travel reimbursed on a per mile basis, must have received prior written approval by the NFTA to be considered for reimbursement. With respect to travel per diem and meal allowances, the limits promulgated by the New York State Department of Transportation (NYSDOT) shall govern where applicable; otherwise the standard shall remain the Federal Acquisition Regulations. A copy of the NYSDOT per diem rates is attached as Exhibit G to this Agreement.

2.4.5 Direct salary costs for work performed under this Agreement shall not include costs of preparing proposals to the NFTA for further work or negotiating ensuring contracts, or other costs normally allowable as overhead expenses.

2.4.6 An overhead allowance based upon actual expenses incurred by the Consultant during the term of the Agreement. The Federal Acquisition Regulations (FAR), Part 31, will provide the basis for determining the allowability of overhead cost elements. The overhead allowance shall be established as a percentage of actual direct salary costs.

2.4.7 For the purposes of the Agreement, an accounting period shall be the Consultant’s fiscal year. For billing purposes, the latest available overhead percentages established by audit shall be applied to the charges made under section 2.1 of this Agreement to determine the charge to be made under section 2.6. For the purpose of establishing the final payment under the Agreement, the actual allowable percentages determined by audit for each accounting period shall be applied to the accounting period.

2.4.8 The Fixed Fee shall be the agreed upon lump sum of __________________________ dollars. The Fixed Fee shall not be subject to audit.

2.4.9 It is agreed that for all services and work rendered or to be rendered under this Agreement, the NFTA shall pay and the Consultant shall accept as full payment a not-to-exceed total payment of $________________ which includes a total Fixed Fee of $_________________.

2.4.10 The Consultant may submit monthly progress payment requests. These progress payment requests shall be based on actual allowable costs incurred during the billing period and shall be in accordance with this Article. The Consultant shall not, however, be reimbursed more at any time than would be due on an estimated percentage of completion basis as determined by the Engineer. To meet this requirement, the Consultant shall prepare and submit a monthly progress report and chart reflecting the relationship of the projected versus actual man hours and cost subject to the approval of the Engineer. If actual cash flow begins to exceed projected cash flow the Consultant must specifically address how it intends to complete its Scope of Services within the total cost project budget. If the Consultant’s Scope of Services cannot be completed within the total project budget the Consultant must provide immediate written notice to the NFTA, which notice shall include the reasons for and the amount of the anticipated overrun. The Consultant shall not be reimbursed for costs in excess of the budgeted amount without the prior written approval of the NFTA. Nothing in this section shall affect the Consultant’s contractual obligation to complete its Scope of Services for the contract amount.
The Consultant’s monthly invoices shall be accompanied by statements prepared and certified by the Consultant setting forth the name and title of each person who was engaged in work under this Agreement during such respective month, the number of hours worked each day, the direct salary and any additional expenses attributable to the project. Each Consultant and subconsultant shall submit a certified copy of each weekly payroll with the monthly invoice. Failure to do so shall be grounds for withholding of progress payments. The payroll shall include all persons performing work pursuant to this Agreement. Each such invoice shall be submitted to the Engineer for approval. The final invoice shall be accompanied by a statement of the Consultant’s Financial Officer or Certified Public Accountant certifying and scheduling the total costs attributable to this Agreement. The Consultant may claim a percentage of the Fixed Fee with each progress payment request. The amount of the claim shall be in proportion to and computed as a percentage of the services performed.

2.5 All accounts of the Consultant and its subconsultants shall clearly identify the costs of all work performed under this Agreement and shall be subject to periodic and final audit by or at the direction of the NFTA, the State or Federal Government.

2.6 As a condition of payment of the monthly progress payments, the Consultant must submit a certification that all subconsultants have been paid monies due for work satisfactorily completed through the present monthly paid estimate.

2.7 In the event of any claims being made or any action being brought in connection with the Project, then Consultant agrees to render assistance as required by the NFTA. The Engineer may direct the Consultant in writing to render such assistance. In all cases for matters concerning additional services as described herein, the NFTA’s directions shall be exercised by the issuance of an amendment or supplement to this Agreement.

3 Retention

The NFTA will retain as security ten percent of each progress payment until an amount equal to five percent of the total estimated cost of the Agreement has been retained. Said retention shall serve as security until the work is completed. The NFTA may, at its discretion, retain ten percent of the estimated amount of all Supplemental Agreements. Upon completion of the work by the Consultant and acceptance by the NFTA, the NFTA shall deliver to the Consultant 50% of the monies or bonds held as retention. Upon completion of Final Audit by the NFTA, State and/or Federal Government of the Consultant’s records, the NFTA shall deliver to the Consultant the remainder of the monies or bonds held as retention, as well as any other monies due but not paid to the Consultant. In the event the Consultant has retained any amounts from any of its subconsultants or work performed pursuant to this Agreement said retention must be paid to the subconsultant no later than thirty days after the subconsultant’s work has been satisfactorily completed.

4 Documents Forming the Contract

The Contract Document shall be the Proposal Instructions, this Agreement, the accompanying Exhibits and any supplemental agreements.

5 Indemnification and Consultant’s Liability

The Consultant agrees to indemnify, defend and save harmless the NFTA from and against all loss and damage, claims and demands, costs and charges for injuries to person or property or other causes that may arise or accrue out of the negligent performance of the work by the Consultant, or which may be caused by any negligence or default of the Consultant, its agents, servants or subconsultants.
Consultant shall be responsible for all damage to life and property due to negligent activities of
the Consultant, its subconsultants, agents or employees in connection with its services under
this Agreement. The Consultant specifically agrees that its subcontractors, subconsultants,
agents, servants and employees shall possess the experience, knowledge and character
necessary to qualify them individually for the particular duties they perform. Further, it is
expressly understood that the Consultant shall indemnify, defend and save harmless the NFTA
and the State from claims, suits, actions, damages and costs of every name and description
resulting from the negligent performance of the services of the Consultant under this
Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance
coverage herein provided.

Negligent performance of service, within the meaning of this Article, shall include, in addition to
negligence founded upon tort, negligence based upon the Consultant’s failure to meet
professional standards and resulting in obvious or patent errors in the performance of the work.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right
of action against the Consultant or the NFTA or the State beyond such as may legally exist
irrespective of this Article or this Agreement. The State shall not be obligated or liable
hereunder to any party other than the NFTA.

6 False or Fraudulent Statements and Claims

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of
1986, as amended, 31 USC §§ 3801 et seq., and US DOT regulations “Program Fraud Civil
Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Agreement. Accordingly, by
signing this Agreement the Consultant certifies or affirms the truthfulness and accuracy of any
statement it has made, it makes or it may make or cause to be made pertaining to this
Agreement. In addition to other penalties that may be applicable, the Consultant further
acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission or
certification, the Federal Government reserves the right to impose the penalties of the Program
Fraud Civil Remedies Act of 1986 on the Consultant to the extent the federal government
deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious or
fraudulent claim, statement, submission or certification to the federal government under a
contract connected with a project that is financed in whole or in part with federal assistance
originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the
right to impose the penalties of 18 USC § 1001 and 49 § (n)(1) on the Consultant, to the extent
the federal government deems appropriate.

The Consultant agrees to include this Article in each subcontract financed in whole or in part
with federal assistance provided by FTA. It is further agreed that the clauses shall not be
modified, except to identify the subconsultant who will be subject to the provisions.

7 Extra Work

If the Consultant is of the opinion that any work it has been directed to perform is beyond the
scope of this Agreement and constitutes extra work, it shall provide written notification to the
Engineer and the NFTA prior to commencing the work pursuant to the Article entitled Notice of
Potential Claim. The NFTA shall determine whether or not such work is, in fact, beyond the
scope of this Agreement and constitutes extra work. In the event that the NFTA determines
that such work does constitute extra work, it shall provide extra compensation to the Consultant
based upon a fair and equitable basis. A Supplemental Agreement providing for such
compensation for extra work shall be executed by Consultant and the NFTA and be approved
by appropriate Federal and State officials prior to Consultant undertaking the extra work. Payment of an additional fixed fee shall not be authorized unless there is a substantial change in the scope of work.

8 Notice of Potential Claim

The Consultant shall not be entitled to additional compensation otherwise payable for any act or failure to act by the NFTA, the happening of any event or occurrence, or any other cause, unless it shall have given the NFTA a written notice of potential claim. A written notice of potential claim must be submitted within thirty days from the date the claim arose. The written notice of potential claim shall set forth the reasons the Consultant believes additional compensation will or may be due, the nature of the costs involved and, insofar as is possible, the amount of the potential claim. If the claim is based upon an act or failure to act on the part of the NFTA, the written notice of potential claim shall be given to the NFTA prior to the time the Consultant has started performance of the work giving rise to the potential claim for additional compensation. It is the purpose of this Article that differences between the parties arising under and by virtue of this Agreement shall be brought to the attention of the NFTA at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

9 Submittal of Claims

All claims shall be submitted prior to or at the same time that the Consultant advises the NFTA that its work efforts have been completed pursuant to the Article entitled Final Acceptance. Any claims not submitted prior to final acceptance shall be deemed to be waived by the Consultant. Claims filed by the Consultant shall be in sufficient detail to enable the NFTA to ascertain the basis and amount of said claims. It will be the responsibility of the Consultant to furnish, when requested by the NFTA, such further information and details as may be required to determine the facts or contentions involved in the claims. Failure to submit such information and details will be sufficient cause for denying the Consultant’s claims.

10 Suspension, Abandonment, Change of Plan and Termination

The NFTA may, at any time and for any reason, direct the Consultant to stop work under this Agreement for a period of time. Such direction shall be given in writing and shall be effective upon receipt by the Consultant. The NFTA will attempt to give advance notice of up to ten days if possible. The Consultant will suspend its services, without compensation, for the suspended period, unless otherwise directed by the NFTA. The period during which work shall have been stopped shall be deemed added to the time of performance. If the work is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid its compensation for services performed prior to receipt of written notice from the NFTA for such suspension or abandonment, together with reimbursable expenses then due and all termination expenses resulting from such suspension or abandonment. If the work is resumed after being suspended for more than three months, the Consultant’s compensation shall be subject to renegotiation. Upon the resumption of the work under the Agreement, the Consultant shall resume its services under this Agreement until the Agreement is completed and accepted. In all cases provided for in this Agreement for renegotiation of the Agreement as above described, the new terms and conditions shall be documented by the execution of a Supplemental Agreement.

If the NFTA amends or changes the work and the Consultant is of the opinion that extra work is made necessary as a result thereof, the provisions covering extra work in this Agreement with respect to additional compensation shall apply. If the NFTA changes the work in such a manner as to reduce work to be accomplished under this Agreement, an equitable adjustment
shall be made in the contract price or time of performance or both through execution of a Supplemental Agreement.

The NFTA has the right to terminate this Agreement at its pleasure and make settlement with Consultant upon an equitable basis as determined by the NFTA, who shall fix the value of the work performed by Consultant prior to the termination of this Agreement and termination expense. In determining the value of the work performed, the NFTA shall consider the following:

The ratio of the amount of work performed by Consultant prior to the termination of the Agreement to the total amount of work contemplated by this Agreement, less any payment previously made.

The amount of the expense incurred by the Consultant in performing the work performed prior to the termination, in proportion to the amount of expense to which the Consultant would have incurred had it been allowed to complete the total work contemplated by the Agreement, less any payments previously made.

The amount of the expense incurred by the Consultant in performing the work performed prior to the termination, in proportion to the amount of expense to which the Consultant would have incurred had it been allowed to complete the total work contemplated by the Agreement, less any payments previously made.

The actual cost incurred by the Consultant plus a portion of the Fixed Fee equal to the percentage of work completed.

In determining the value of the work performed by the Consultant prior to the termination, no consideration will be given to profit which the Consultant might have made on the uncompleted portion of the work. Termination under this section shall not give rise to any claim against the NFTA for damages or for compensation in addition to that provided hereunder.

In the event that this Agreement is terminated pursuant to this Article, the Consultant, within ten days of termination, shall make available to the NFTA all data, plans and materials.

11 Termination for Default

The Consultant shall be considered in default of this Agreement and such default will be considered as cause for the NFTA to terminate the Agreement, if the Consultant:

Fails to begin the work under the contract within ten calendar days of the "Notice to Proceed."

Fails to perform the work or any part thereof or fails to provide sufficient workers to assure completion of work within the time specified in the Agreement.

Performs the work unsuitably or neglects or refuses to correct unacceptable and unsuitable work.

Discontinues the performance of the work.

Fails to resume work which has been discontinued within a reasonable time after notice to do so.

Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
Makes an assignment for the benefit of creditors.

For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Consultant in default of the Agreement for any reason, the NFTA shall immediately give written notice to the Consultant as to the reasons for considering the Consultant in default and the NFTA's intentions to terminate the Agreement. If the Consultant, within a period of ten days after such notice, does not proceed in accordance therewith, then the NFTA will have full power and authority to take the prosecution of the work out of the hands of the Consultant. In the event the Consultant is declared in default and the Agreement is terminated, said Consultant shall deliver all data and records pertaining to the project to the NFTA within ten days of receipt of said termination. The expense of completing the Work, together with a reasonable charge for engineering, managerial and administrative services, will be charged to the Consultant and the expense so charged will be deducted by the NFTA out of such monies as may be due or may at any time thereafter become due to the Consultant. In the event such an expense is in excess of the sum which otherwise would have been payable to the Consultant under this Agreement then the Consultant shall promptly pay the amount of such excess to the NFTA upon notice from the NFTA of the excess so due. The NFTA may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Consultant until completion and final settlement of the work required to be performed pursuant to this Agreement.

12 Damages and Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the NFTA may decide; it being understood, however, that permitting the Consultant to proceed to complete any services or any part of them after the date of completion or after the date to which time of completion may have been extended, shall in no way operate as a waiver on the part of the NFTA or any of its rights herein.

13 Independent Contractor

Consultant in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the NFTA, the Federal Government or State by reason hereof, and that it will not make any claim to be an officer or employee of the NFTA, the Federal Government or the State, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the NFTA, the Federal Government or the State, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit. Consultant agrees that the Federal Government has no obligations or liabilities to Consultant.

14 Key Personnel

The Consultant agrees that the key personnel identified at Exhibit H will be assigned to the project through completion of the project. Any substitution of the Consultant’s key personnel requires the prior written approval of the NFTA.

15 NFTA Property
Title to property furnished to Consultant for its use shall remain with the NFTA. Title to all other property purchased by the Consultant, for which the Consultant is reimbursed as a direct item of cost under this Agreement shall pass to and vest in NFTA upon delivery of such property by the vendor. All such property is hereinafter referred to as “NFTA Property.” NFTA Property shall include, but not be limited to, the following items: office furniture, non-expendable office equipment, technical books, publications and reports. The Consultant agrees to account for all NFTA Property and to maintain a suitable inventory control system acceptable to the NFTA. The NFTA Property provided or furnished shall be used only for the performance of work under this Agreement. The Consultant shall maintain and administer in accordance with sound industrial practices, a program for the maintenance, repair, protection and preservation of NFTA property so as to assure full availability and usefulness for the performance of work under this Agreement. The Consultant shall submit to the NFTA inventory schedules covering all items of NFTA Property not consumed in the performance of the work. All such NFTA Property shall be made available by the Consultant to the NFTA immediately thereafter.

16 Reports

The Consultant shall prepare monthly and quarterly progress reports, as well as other reports as required by the NFTA, State of New York and the Federal Government to insure the timely flow of information to the NFTA, the State of New York and the Federal Government and to assist in the preparation of reports required by the Federal Government.

17 Time of Completion

The Consultant agrees to complete the services in a manner satisfactory to the NFTA within the time periods established in Exhibit D.

18 Requirements for Licensing

All engineering, architectural, landscape architectural and surveying services rendered by the Consultant under this agreement shall be accomplished and/or reviewed and approved by engineers, architects, landscape architects or surveyors licensed to practice in that particular field by the State of New York. All documents, drawings, etc., which may be utilized in definitive design and final design documents shall be signed by and stamped with the seal of a Professional Engineer, Registered Architect, Landscape Architect or Land Surveyor of the State of New York, as appropriate.

19 Engineer’s Decisions

The extent and character of the work to be done by the Consultant shall be subject to the general supervision, direction, control and approval of the Engineer. In performing the work, the Consultant shall conform to all orders, directives and requirements of the Engineer, to the extent not inconsistent with the Consultant’s status as a professional and its exercise of independent judgment.

20 Disputes

Any dispute arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Contracting Officer shall be final and
conclusive unless within thirty (30) days from the date of receipt of such decision the Consultant mails or otherwise furnishes to the NFTA a written appeal of the original finding addressed to the NFTA requesting a hearing on the claim.

If the Consultant appeals the Contracting Officer’s decision, the NFTA shall appoint a Hearing Officer and the Consultant shall be afforded an opportunity to be heard and to offer evidence in its appeal. The Consultant hereby agrees that further recourse from the Hearing Officer’s decision shall be limited to that available under Article 78 CPLR.

The decision of the Hearing Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence.

Pending final decision of the disputes hereunder, the Consultant shall proceed diligently with the performance of the Contract and in accordance with the decision of the Contracting Officer.

21 Changes

The Contracting Officer may at any time by written order issue additional instructions, require additional work or services covered by the Agreement. If such changes cause a material increase or decrease in the amount or character of the work to be done under the Agreement, an equitable adjustment of the amount of the compensation to be paid the Consultant shall be made and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of delivery to the Consultant of notification of change, unless the Contracting Officer shall grant a further period of time prior to the date of final payment under this Agreement. Nothing provided in this Article shall excuse the Consultant from proceeding with the performance of the work so changed.

22 Insurance

The Consultant agrees to procure and maintain at its expense during the term of the Agreement insurance of the kinds and in the amounts hereafter required, with insurance companies authorized to do business in New York State, covering all operations under this Agreement. The policies shall provide for a thirty day notice to the NFTA prior to termination, cancellation or change.

Prior to the execution of the Agreement, the Consultant shall supply the NFTA, by delivering to the Risk Manager, 181 Ellicott Street, Buffalo, New York 14205, a certificate(s) of insurance providing evidence of insurance coverage for the Consultant for the following coverages:

(A) Commercial General Liability insurance in a comprehensive form including coverage for property damage, bodily injury, personal injury and completed operations with a single limit of at least $1,000,000.00 per occurrence with a $2,000,000.00 aggregate. The certificate shall name the NFTA as an additional insured.

(B) If any motor vehicle is used in the Work, Auto Liability insurance covering bodily injury and property damage with a minimum combined single limit of $1,000,000.00. The certificate shall name the NFTA as an additional insured.

Workers’ Compensation and Employer’s Liability in accordance with the applicable laws of the State of New York.
The Authority and the Contractor agree to waive all rights against each other for damages to the extent covered by the insurance, except for such rights they may have to the proceeds of such insurance held by the Authority as trustee. The Contractor shall require similar reciprocal waivers by all sub-contractors and sub-sub-contractors. This policy shall recognize such waivers of recovery by an appropriate Waiver of Subrogation Clause Endorsement, excluding any subrogation rights granted under New York Law to the contrary notwithstanding. Above needed insurance coverages should be provided on a primary and non-contributory basis.

Copies of any required policies shall be provided to the Authority upon request.

23 Assignment

The Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or its right, title or interest therein, or its power to execute such contract, to any person, company or corporation without the previous consent in writing of the NFTA. Assignment of this Agreement shall not relieve the Consultant of its responsibility for the performance of the work hereunder in accordance with the terms thereof nor from its responsibility for the performance of any other obligations hereunder, including reimbursement of all subconsultants.

24 Disposition of Plans, Estimates and Other Data

At the time of completion of the work, the Consultant shall deliver to the NFTA all survey notes, computations, maps, tracings and all other documents and data pertaining to the work or to the Project, which material at all times shall be the property of the NFTA.

25 Responsibility of Consultant

Notwithstanding any review, approval, acceptance or payment by the NFTA, the Consultant shall be responsible for the professional and technical accuracy of all specifications and other work furnished under this Agreement, and shall, at Consultant’s expense and without additional cost or fee, correct or revise any errors or deficiencies. The Consultant shall also be liable to the Authority for all costs to it of any kind caused by, or resulting from, the Consultant’s negligent performance of the work under this Agreement. The rights and remedies of the NFTA provided in this Article are in addition to any other rights or remedies provided by law or under this Agreement.

The Consultant shall perform all work requiring a professional license as part of the Consultant’s Scope of Services and shall not require the Contractor to practice engineering, land surveying, architecture or landscape architecture, as defined in sections 7201, 7203, 7301 and 7321 of the New York State Education Law, as part of the Construction Bid Documents. The Consultant is responsible to ascertain and obtain written approvals from all jurisdictions affected by the performance of the Consultant’s Scope of Services. The Consultant shall comply and shall ensure that all of its work product complies with all applicable federal and state laws and regulations, including, but not limited to, the Americans With Disabilities Act and all of its implementing regulations, 49 CFR Part 27, 41 CFR Part 101-19, 40 CFR Part 249 and Article 4-a of the New York State Public Buildings Law. The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the NFTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Consultant’s failure to so comply shall constitute a material breach of this Agreement.
ITS Architecture

The Consultant shall include development and promulgation of specifications, building and facility standards, design criteria and construction practices into any ITS project or project that may include ITS design features to achieve consistency with the Regional Intelligent Transportation Systems (ITS) Architecture Policy adapted by the Greater Buffalo-Niagara Regional Transportation Council on February 24, 2006 and as it may be updated. An ITS project is any project that includes the implementation and operation of one or more of the ITS User Services defined in the National ITS Architecture, including, but not limited to, traveler information, automatic vehicle location, computer aided dispatch, electronic payment systems, transit signal priority, automatic passenger counters, security surveillance both within facilities and on vehicles, highway/rail intersection protection, collision warning and driver assistance, vehicle system monitoring, advanced scheduling and run-cutting, and ITS data archiving. The Regional Architecture Policy can be found at http://www.jeng.com/buffalo/web/_regionhome.htm. All ITS projects or projects with ITS design features must be based upon a systems engineering analysis (as defined in the FTA National ITS Architecture Consistency Policy Guidance) and use the latest United States Department of Transportation adopted standards as appropriate. The National ITS Architecture Consistency Policy can be found at http://www.its.dot.gov.

Seismic Design

Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Consultant also agrees to ensure that all work performed under this Agreement including work performed by subconsultants is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Green Buildings

The Consultant shall include development and promulgation of specifications, building standards, design criteria and construction practices into all new structure design which, to the maximum extent practicable, follows guidelines for the construction of “Green Buildings,” including guidelines set forth in Tax Law § 19, which created the Green Buildings Tax Credit, and the U.S. Green Buildings Council’s LEED rating system. The NFTA is required to achieve at least a 20% improvement in energy efficiency performance relative to levels required by the State’s Energy Conservation Construction Code, as amended, in the construction of new buildings. For substantial renovations of existing buildings, the NFTA is required to achieve at least a 10% improvement. The Consultant shall incorporate energy-efficient criteria consistent with ENERGY STAR and any other energy efficiency levels as may be designated by NYSERDA into all specifications developed for new construction and renovation. Any products to be specified must be ENERGY STAR energy-efficient products.

Environmental Requirements

This Article applies to contracts for amounts in excess of $100,000.00.

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Consultant agrees to report each violation to the NFTA and understands and agrees that the NFTA will, in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
The Consultant also agrees to include these requirements in each subcontract exceeding $100,000.00 financed in whole or in part with Federal assistance provided by FTA. 30 Suspension and Debarment

This Article applies to contracts for amounts in excess of $25,000.00.

The Consultant certifies by execution of this Agreement that neither the Consultant nor its principals or affiliates are excluded or disqualified as defined at 49 CFR Part 29.

The Consultant also agrees to include these requirements in each subcontract exceeding $25,000.00.

31 Prompt Payment Rules and Regulations

The NFTA Rules and Regulations on Prompt Payment are incorporated herein and a copy is attached as Exhibit B.

32 Subcontractors/Subconsultants

No part of the Agreement shall be sublet and no work shall be performed under any subcontract without prior written approval of the proposed subcontract by the NFTA. All subcontracts hereunder shall contain all of the provisions described in Attachment E and in this Agreement. The Consultant shall not replace any subcontractor/subconsultant, or permit any such subcontract work to be assigned or transferred, or allow any portion of the work to be performed by anyone other than an approved subcontractor/subconsultant without prior written consent of the NFTA.

33 New York State Standard Clauses

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.

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, subcontract, 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 NFTA and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval when 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 payment without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Comptroller's Approval. In accordance with section 112 of the State Finance Law, if this contract exceeds $15,000.00, 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.

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 Worker’s Compensation Law.

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, religion, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, religion, 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, religion, 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.

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, 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.

Non-Collusive Bidding Requirement. 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.

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 $5,000.00, 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 contracts
execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

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.

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 New York State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the NFTA, 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.

Identifying Information and Privacy Notification

Federal Employer Identification Number and/or Federal Social Security Number. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee’s identification number, i.e., the seller’s or lessor’s identification number. The number is either the payee’s Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

Privacy Notification. 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.
personal information is requested by the purchasing unit of the agency contracting to
purchase the goods or services or lease the real or personal property covered by this
contract or lease. The information is maintained in New York State’s Central Accounting
System by the Director of Accounting Operations, Office of the State Comptroller, 110
State Street, Albany, New York 12236.

Equal Opportunities for Minorities and Women. In accordance with section 312 of the
Executive Law, if this contract is:

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

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

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 a project, then:

The Contractor will not discriminate against employees or applicants for
employment because of race, religion, color, national origin, sex, age, disability
or marital status, 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;

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, religion, 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

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,
religion, color, national origin, sex, age, disability or marital status.

The Contractor will include the above-referenced provisions 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:

Work, goods or services unrelated to this contract; or

Employment outside New York State; or
Banking services, insurance policies or the sale of securities. 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 Division of Minority and Women’s Business Development pertaining hereto.

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 Article, the terms of this Article shall control.

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

Late Payment. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

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.

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.

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 State Finance Law § 165 (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.

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.

**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:

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

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

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

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

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

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

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

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

**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 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise
obtain. Contact the NYS Department of Economic Development for a current list of jurisdictions subject to this provision.


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 of the State Finance Law the contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report of the contract to the NFTA, the Department of Civil Service and the State Comptroller.

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.

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.

Iranian Energy Sector Divestment. By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

34 Disadvantaged Business Enterprises

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant 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 NFTA deems appropriate. The Consultant agrees to insert this clause in all subcontracts to this contract.

35 No Government Obligations to Third Parties

The NFTA and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not
a party to this contract and shall not be subject to any obligations or liabilities to the NFTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Consultant agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.36 Incorporation of Federal Transit Administration (FTA) Terms

This Agreement includes provisions relating to certain Standard Terms and Condition required by the Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any NFTA requests which would cause the NFTA to be in violation of the FTA terms and conditions.

37 Final Acceptance

When the Consultant’s work efforts have been completed, the Consultant shall so advise the NFTA in writing. Within thirty days of receipt of such notice, the NFTA shall give the Consultant written notice of Final Acceptance or shall advise the Consultant in writing of any work efforts which have yet to be completed. Upon completion of such work efforts the Consultant shall again notify the NFTA and within the above specified time period, the NFTA shall give the Consultant notice of Final Acceptance or notice that the specified unfinished work efforts have not yet been completed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date entered above.

__________________________________________________
Signature of Consultant

__________________________________________________
Printed Name and Title of Person Signing on Behalf of Consultant

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

_____________________________________________
Kimberley A. Minkel, Executive Director
STATE OF NEW YORK  
COUNTY OF ERIE  
CITY OF BUFFALO

On this ____ day of ____________, 201__, before me came Kimberley A. Minkel, to me personally known, who being duly sworn, did depose and say that she resides in Lancaster, New York; that she is the Executive Director of the Niagara Frontier Transportation Authority, that the members of the Niagara Frontier Transportation Authority authorized her signature of this Agreement pursuant to a duly adopted resolution, and she signed her name thereto pursuant to said resolution.

_______________________________________  
Notary Public
ACKNOWLEDGMENT OF PRINCIPAL – CORPORATION

STATE OF
COUNTY OF

On this ____ day of __________, 201__, before me personally came and appeared ____________________________________, to me known, who, being duly sworn, did depose and say that he/she resides at ____________________________________________________________

__________________________________________________________________________

that he/she is the __________________________________________ of ____________________________________________, the corporation described in and which executed the foregoing document, that he/she knows the seal of said corporation, that one of the impressions affixed to said instrument is an impression of such seal, that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

____________________________________
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL - PARTNERSHIP

STATE OF
COUNTY OF

On this ____ day of __________, 201__, before me personally came and appeared ____________________________________, to me known, who, being duly sworn, did depose and say that he/she resides at ____________________________________________________________

__________________________________________________________________________

that he/she is a member of the firm of ____________________________________________, the partnership described in and which executed the foregoing document, that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said firm.

____________________________________
Notary Public
ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF
COUNTY OF

On this ___ day of ____________, 201__, before me came __________________
_________________________, to me known, who being duly sworn, did depose and say that
he/she executed the foregoing document.

_______________________________________
Notary Public
EXHIBIT A
CERTIFICATION REGARDING LOBBYING

THIS CERTIFICATE MUST BE COMPLETED BY THE SUCCESSFUL BIDDER IF THE AMOUNT OF THIS AGREEMENT EXCEEDS $100,000.00

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

Signature _____________________________________________
Name and Title _____________________________________________
**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(SEE REVERSE FOR PUBLIC BURDEN DISCLOSURE)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td></td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For Material Change Only:</th>
</tr>
</thead>
<tbody>
<tr>
<td>year: _____ quarter _____</td>
</tr>
<tr>
<td>date of last report ______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and address of Reporting Entity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Prime</td>
</tr>
<tr>
<td>□ Subawardee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>congressional District, if known:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier _____, if known</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>congressional District, if known:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6 Federal Department/Agency:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7 Federal Program Name/Description:</th>
</tr>
</thead>
</table>

| CFDA Number, if applicable: ______ |

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>9. Award Amount, if known: $</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if individual, last name, first name, MI:)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b. Individuals Performing Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>(including address if different from No. 10a)</td>
</tr>
<tr>
<td>(last name, first name, MI:)</td>
</tr>
</tbody>
</table>

| (attach Continuation Sheet(s) SF-LLL-A, if necessary) |

<table>
<thead>
<tr>
<th>11. Amount of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ ___________ □ actual □ planned</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. Form of Payment (Check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. cash</td>
</tr>
<tr>
<td>b. in-kind; specify: nature ____________ value ___________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. Type of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ a. retainer</td>
</tr>
<tr>
<td>□ b. one-time fee</td>
</tr>
<tr>
<td>□ c. commission</td>
</tr>
<tr>
<td>□ d. contingent fee</td>
</tr>
<tr>
<td>□ e. deferred</td>
</tr>
<tr>
<td>□ f. other; specify: __________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15. Continuation Sheet(s) SF-LLL-A attached:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes □ NO</td>
</tr>
</tbody>
</table>

| 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than $10,000 for each such failure. |

| Signature: ____________________________ |

| Print Name: __________________________ |

| Title: ____________________________ |

| Telephone No.: ____________________ |

| Federal Use Only: Authorized for Local Reproduction Standard Form-LLL |
DIRECTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filling, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Please complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last information previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least on organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

DISCLOSURE OF LOBBYING ACTIVITIES

Reporting Entity: _________________________________ Page ___ of ___
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(SEE REVERSE FOR PUBLIC BURDEN DISCLOSURE)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>year: ______ quarter ______</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>date of last report ______</td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Prime</td>
<td>Tier _____, if known</td>
</tr>
<tr>
<td>☐ Subawardee</td>
<td>Congressional District, if known</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6 Federal Department/Agency:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7 Federal Program Name/Description:</th>
</tr>
</thead>
</table>

| 8 Federal Action Number, if known: |

<table>
<thead>
<tr>
<th>9. Award Amount, if known: $</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>10 a. Name and Address of Lobbying Entity</th>
<th>10 b. Individuals Performing Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if individual, last name, first name, MI:)</td>
<td>(including address if different from No. 10a)</td>
</tr>
<tr>
<td></td>
<td>(last name, first name, MI):</td>
</tr>
</tbody>
</table>

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

<table>
<thead>
<tr>
<th>11. Amount of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ ___________ ☐ actual ☐ planned</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. Form of Payment (Check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. cash</td>
</tr>
<tr>
<td>b. in-kind; specify: nature ____________ value ____________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. Type of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ a. retainer</td>
</tr>
<tr>
<td>☐ b. one-time fee</td>
</tr>
<tr>
<td>☐ c. commission</td>
</tr>
<tr>
<td>☐ d. contingent fee</td>
</tr>
<tr>
<td>☐ e. deferred</td>
</tr>
<tr>
<td>☐ f. other; specify: ______________________</td>
</tr>
</tbody>
</table>

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

<table>
<thead>
<tr>
<th>15. Continuation Sheet(s) SF-LLL-A attached:</th>
<th>☐ Yes ☐ NO</th>
</tr>
</thead>
</table>

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than $10,000 for each such failure.

Signature: ____________________________
Print Name: ____________________________
Title: ________________________________
Telephone No.: ________________________

Authorized for Local Reproduction
Standard Form-LLL
DIRECTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Please complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last information previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least on organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment mad or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the date needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Reporting Entity: ________________________________ Page ____ of ___
EXHIBIT B

NFTA PROMPT RULES AND REGULATIONS

The following prompt payment rules and regulations set forth provisions which are intended to improve relationships between the NFTA and its contractors, vendors and all those providing services or supplies through contractual relationship with the NFTA. These rules and regulations are promulgated consistent with directives set forth in section 2880 of the Public Authorities Law.

1. **Definitions.** As used in these rules and regulations, the following terms shall have the following meanings unless the context shall indicate another or different meaning or intent:

(a) “NFTA” means the Niagara Frontier Transportation Authority and its subsidiary corporations.

(b) “Contract” means an enforceable agreement entered into between the NFTA and a contractor.

(c) “Contractor” means any person, partnership, private corporation or association:

(i) selling materials, equipment or supplies, or leasing property or equipment to the NFTA;

(ii) constructing, reconstructing, rehabilitating or repairing buildings, highways or other improvements for or on behalf of the NFTA; or

(iii) rendering or providing services to the NFTA pursuant to a contract.

(d) “Designated payment office” means the office designated by the NFTA to which a proper invoice is to be submitted by a contractor.

(e) “Prompt payment” means payment of a debt due and owing by the NFTA before interest accrues thereon pursuant to these rules and regulations.

(f) “Proper invoice” means a written request for a contract payment that is submitted by a contractor setting forth the description, price and quantity of goods, property, or services delivered or rendered, in such form and supported by such other substantiating documentation as the NFTA may reasonably require.

(g) “Receipt of an invoice” means

(I) the date on which a proper invoice is actually received in the designated payment office, or

(ii) the date on which the NFTA receives the purchased goods, property or services covered by the proper invoice, whichever is later.

(h) “Set-off” means the reduction by the NFTA of a payment due to a contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the contractor to the NFTA.

(i) “Statement” means these rules and regulations.
2. **Payment Request Procedure.** The contractor shall submit a proper invoice to the NFTA’s designated payment office. Said invoice shall be date stamped with the date the invoice is received.

3. **Interest Eligibility and Computation.** In order for the NFTA not to be liable for the payment of interest, contract payment must be made within thirty calendar days, excluding legal holidays, after the receipt of an invoice for the amount of the contract payment due; except when the contract payment is of the type where the facts and conditions are defined pursuant to sections 5 and 6 of these rules and regulations. Any time taken to satisfy or rectify any of the facts or conditions described in section 5 of these rules and regulations shall extend the date by which contract payment must be made in order for the NFTA not to become liable for interest payments by an equal period of time. Notwithstanding any other provision of law to the contrary interest shall be computed at the rate equal to the overpayment rate set by the Commissioner of Taxation and Finance pursuant to subsection (e) of section one thousand ninety-six of the tax law. The NFTA will not be liable for payment of interest when such interest is less than ten dollars.

4. **Sources of Funds.** All interest due and payable to contractors under these regulations will be paid from available revenue sources including the NFTA general funds.

5. **Extensions.** The facts and conditions which will reasonably justify extension of the date by which contract payment must be made in order for the NFTA not to become liable for interest payments are as follows:

   (a) In accordance with specific statutory or contractual provisions, if payment must be preceded by an inspection period and/or an audit to determine the resources applied or used by the contractor in fulfilling the terms of the contract.

   (b) If the necessary state government appropriation required to authorize payment has not been enacted, or when statutory, contractual or grant agreement provisions provide for prior federal review before the use of federal funds for payment.

   (c) If payments must be processed through the State Department of Audit and Control, the State Department of Taxation and Finance, or some other entity not under the NFTA’s control.

   (d) If the date by which contract payment must be made is modified in accordance with section 6 herein.

   (e) if the contract provides that the contractor will be paid at predetermined intervals.

6. **Defects or Improperities.** The NFTA shall have fifteen calendar days after receipt of an invoice by the NFTA at its designated payment office to notify the contractor of:

   (a) defects in the delivered goods, property or services;

   (b) defects in the invoice, or

   (c) suspected improprieties of any kind.

The existence of such defects or improprieties shall prevent the commencement of the time period specified in section 3. When the NFTA fails to notify a contractor of such defects or suspected improprieties within fifteen calendar days of receiving the invoice, the number of days allowed for payment of the corrected proper invoice will be reduced by the number of days between the fifteenth day and the day than notification was transmitted to the contractor. If the
NFTA, in such situations, fails to provide reasonable grounds for its contention that a defect or impropriety exists, the date by which contract payment must be made in order for the NFTA not to become liable for interest payments shall be calculated from the date of receipt of an invoice.

7. Public Service Law. Notwithstanding any provision of the public service law or any tariffs promulgated pursuant to that law to the contrary, the provisions of this section shall provide the sole basis for determining and making interest payments on invoices submitted by public utilities.

8. Public Access. There shall be public access as follows:

(a) Copies of these rules and regulations and the annual report shall be available as public record.

(b) Each contractor doing business with the NFTA shall be given a copy of these rules and regulations.

9. Inapplicability of Rules and Regulations. These rules and regulations shall not apply to payment due and owing by the NFTA:

(a) under the eminent domain procedure law;

(b) as interest allowed on judgments rendered by a court pursuant to any provision of law other than those contained in section 2880 of the Public Authorities Law;

(c) to the federal government; to any state agency or its instrumentalities; to any duly constituted unit of local government including, but not limited to, counties, cities, towns, villages, school districts, special districts; or any of their related instrumentalities; to any other public authority or public benefit corporation; or to the NFTA’s employees when acting in, or incidental to, their public employment capacity;

(d) in situations where the NFTA exercises a legally authorized set-off against all or part of the payment due the contractor.

10. These rules and regulations shall be incorporated into and made a part of all contracts.
EXHIBIT C

FEDERAL FUNDING PARTICIPATION

This section is applicable to contracts for amounts in excess of $500,000.00.

Federal funding in the amount of $_________________________ has been provided for this Agreement. This amount is __________% of the total project cost.
EXHIBIT D

SCOPE OF SERVICES
EXHIBIT E

ESTIMATED COST OF CONSULTANT SERVICES
EXHIBIT F

OVERHEAD EXPENSES
EXHIBIT G

NYSDOT PER DIEM RATES
ATTACHMENT E

SUBCONTRACT FOR SERVICES
SUBCONSULTANT AGREEMENT

between

_______________________________________

and

_________________________________________

Project No.

This Subcontract made this _____ day of ________________, 200__, between

_______________________________________ (hereinafter referred to as “Consultant”) and

_______________________________________ (hereinafter referred to as “Subconsultant”).

WITNESSETH:

Whereas, the Consultant has entered into or proposed to enter into an Agreement with the
Niagara Frontier Transportation Authority (hereinafter referred to as the “NFTA”) for the
performance of professional services relating to the following generally described Project,
(hereinafter referred to as “Project”):

____________________________________________________________________________
____________________________________________________________________________

a copy of said Agreement (hereinafter referred to as “Agreement”) being appended hereto and
made a part hereof.

Whereas, the Consultant desires to retain the Subconsultant to render and perform a portion of
the services and engineering work herein described on the terms and conditions in this
Subcontract.

Now, therefore, in consideration of the mutual covenants and promises hereinafter contained,
the parties do hereby agree as follows:

Article 1 Scope of Services

The Subconsultant shall perform the services described in Appendix “A” attached hereto and
made a part hereof. The Subconsultant’s services shall be performed at such times and in
such manner as the Consultant shall direct to permit the Consultant to comply with the
Agreement.

Article 2 Provision for Payment

The Subconsultant shall be compensated and paid for its services in an amount not to exceed
$_______________________ to be computed in accordance with the basis of compensation
and reimbursement of costs and expenses applicable to the Consultant as defined and
described in Article 2 of the Agreement. All compensation to the Subconsultant shall be subject
to the audits, adjustments, limitations and determinations which apply to the Consultant under
the Agreement.

The Subconsultant shall be subject to audit, inspections, approvals, and other determinations of
the NFTA and others respecting direct and indirect costs, and the allowability thereof, and, at
the request of the Consultant, the Subconsultant shall make available to the NFTA at all reasonable times the pertinent records for such purpose.

The Subconsultant shall be subject to the same determinations, certifications, and approvals regarding technical salary rates, compensation of officers, principals, and per diem consultants; unusual costs; deferred compensation; severance pay; depreciation charges; bonuses; and completion and partial payment billings.

Wherever feasible, the Subconsultant’s contact with the NFTA shall be through the Consultant. The Subconsultant shall provide all data required to permit Consultant to comply with the Agreement.

Payments made to Subconsultant for costs subsequently determined to be unallowable shall be withheld by Consultant from subsequent payments to the Subconsultant.

Article 3 Referenced Provisions

All of the Articles of the Agreement except Articles 1 and 2 shall apply to and are hereby made a part of this Subcontract, and wherever in said Articles there is a reference to the Consultant in the Agreement, such references shall be deemed to include the Subconsultant.

Article 4 Effective Date of Subcontract

This Subcontract shall not become effective until the consent of the NFTA and any other authorization required under the Agreement or by law have been given.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract the date first above written.

____________________________________________________
CONSULTANT
By: _________________________________________________

____________________________________________________
SUBCONSULTANT
By: _________________________________________________
ATTACHMENT F

PROPOSAL EVALUATION FORM - Part A

REVIEWED BY: __________________________

PROJECT: ___________________________ DATE: ___________________________

PRIME CONSULTANT: ___________________________

SUBCONSULTANT(S): ___________________________

________________________

PART A - GENERAL

<table>
<thead>
<tr>
<th>1.</th>
<th>Is proposal essentially complete as per Attachment C.</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Is proposal validity period adequate?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>3.</td>
<td>Does Consultant accept terms and conditions of RFP or are proposal changes acceptable?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>4.</td>
<td>Does Consultant acknowledge, if applicable, receipt of Addenda to RFP?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>5.</td>
<td>If applicable, is Consultant a registered P.E. or Architect in the State of New York?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>6.</td>
<td>Does Consultant meet non-conflict of interest requirements?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>7.</td>
<td>Did the Consultant furnish EEO information?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>8.</td>
<td>Did the Consultant confirm that MWBE's were contacted for this project?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>9.</td>
<td>Has the Consultant identified an MWBE participant?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>10.</td>
<td>Has the Consultant demonstrated commitment to meeting all insurance requirements?</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

☐ Proposal is unacceptable; reasons are given below.

☐ Proposal is unacceptable as it stands, but may become acceptable with clarification or upon negotiation. Proceed with numerical evaluation.

☐ Proposal is acceptable. Proceed with numerical evaluation.

Reasons for rejection: (attach additional sheets as necessary)
# PROPOSAL EVALUATION FORM - Part B (Numerical Evaluation)

Rate each question on a 1 - 10 scale for ascending excellence.

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>RATING</th>
<th>WEIGHT</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. To what extent has Respondent developed the proposed “Scope of Work” and time schedule using the information furnished in Attachments A &amp; B for completion of the project?</td>
<td>______</td>
<td>X 2</td>
<td>______ (Tech. Proposal)</td>
</tr>
<tr>
<td>2. To what extent has Respondent developed its proposed program implementation of the project addressing the specific task requirements and such things as quality assurance, technical approach, understanding of goals and objectives, time and scheduling constraints, required coordination and approvals, proposed analysis and solutions.</td>
<td>______</td>
<td>X 2</td>
<td>______ (Tech. Proposal)</td>
</tr>
<tr>
<td>3. To what extent has Respondent developed its proposed organization and management approach addressing identification of and interface with organization responsibilities, established working relationships and MWBE requirements?</td>
<td>______</td>
<td>X 1</td>
<td>______ (Presentation)</td>
</tr>
<tr>
<td>4. Rate the communication methods of the team organization with respect to responsibilities, project site, and NFTA offices.</td>
<td>______</td>
<td>X 1</td>
<td>______ (Tech. Proposal)</td>
</tr>
<tr>
<td>5. Rate the Project Manager and other key personnel with respect to availability and commitment guarantees, leadership qualifications, specific technical expertise, and references.</td>
<td>______</td>
<td>X 1</td>
<td>______ (Presentation)</td>
</tr>
<tr>
<td>6. To what extent has the Respondent demonstrated ability in transit planning.</td>
<td>______</td>
<td>X 2</td>
<td>______ (Tech. Proposal)</td>
</tr>
<tr>
<td>7. To what extent has the Respondent demonstrated good working relationships with clients?</td>
<td>______</td>
<td>X 1</td>
<td>______ (Presentation)</td>
</tr>
<tr>
<td>8. To what extent has the Respondent demonstrated successful outcomes on transit planning projects, similar in nature, that are within budget and on schedule?</td>
<td>______</td>
<td>X 3</td>
<td>______ (Tech. Proposal)</td>
</tr>
<tr>
<td>9. Rate the general level of professionalism and reputation of the Respondent.</td>
<td>______</td>
<td>X 2</td>
<td>______ (Tech. Proposal)</td>
</tr>
</tbody>
</table>

Total = ______

Comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

F-2