NIAGARA FRONTIER TRANSPORTATION AUTHORITY

CONTRACT BID DOCUMENTS

FOR

THE PROCUREMENT OF

TACTILE WARNING STRIPS, RUB RAILS AND DETECTABLE DIRECTIONAL SURFACE TILES

NFTA BID NO. 4282

The following items are to be included with your submitted bid and made part of any agreement entered into pursuant to this Invitation to Bid:

Itemized Proposal
Non-Collusive Bidding Certificate
Certificate Regarding Lobbying
Buy America Certificate
Disclosure of Prior Non-Responsibility Determinations
Bidder’s/Proposer’s Affirmation and Certification
M/WBE Documents
Product Specifications
Guarantee Details

BIDDERS 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 BIDS AS THEY BECOME AVAILABLE.
NIAGARA FRONTIER TRANSPORTATION AUTHORITY

INVITATION TO BID NO. 4282

Sealed bids will be received and publicly opened by the undersigned on MAY 20, 2013
AT 11:00 AM Local Time:

for the

PROCUREMENT OF

TACTILE WARNING STRIPS, RUB RAILS AND DETECTABLE DIRECTIONAL
SURFACE TILES

in accordance with the attached bid documents. The Authority reserves the right to
reject any or all bids, or to waive any informality in the bid. Bids shall be submitted in a
sealed envelope showing Bidder’s name and addressed to:

NIAGARA FRONTIER TRANSPORTATION AUTHORITY
Department of Procurement - Fifth Floor
Attention: Cindy Judd
181 Ellicott Street
Buffalo, New York 14203
716-855-7206 phone, 716-855-6676 fax
email Cindy_Judd@NFTA.com
www.nfta.com

MARK ON LOWER LEFT HAND CORNER OF ENVELOPE:

BID NO: 4282
OPENING DATE: MAY 20, 2013 AT 11:00 AM LOCAL TIME
FOR PROCUREMENT OF: TACTILE WARNING STRIPS, RUB RAILS AND
DETECTABLE DIRECTIONAL SURFACE TILES

NAME OF BIDDER:

BIDS MUST BE RECEIVED AT 181 ELLICOTT STREET, 5TH FLOOR,
PROCUREMENT DEPARTMENT, BEFORE THE TIME DESIGNATED FOR OPENING
IN ORDER TO BE CONSIDERED.

All correspondence, communications and/or contact with the NFTA in regard to any aspect of
this bid shall be with the Procurement Official designated above of her designated
representative. Prospective bidders, 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 bid.

Andrea Herald
Manager, Procurement Department
TECHNICAL SPECIFICATIONS

For questions regarding these specifications see INSTRUCTIONS TO BIDDERS, 2. EXAMINATIONS AND EXPLANATIONS

1. SCOPE

It is the intent of these specifications to provide the minimum acceptable criteria for the procurement, purchase and delivery of individual prefabricated Detectable / Tactile Warning Surface Tiles, Rub Rails to reduce the gap at platform edges of Metro Rail Stations and Directional Detectable/Tactile Surface Tiles.

The manufacturer shall guarantee its product for no less than ten years from the date of purchase against structural fatigue, corrosion or cracking. Any such panel that fails during the stipulated guarantee period shall be repaired or replaced at no additional cost to NFTA/Metro System.

2. REQUIREMENTS

The Tactile Warning Strips, Rub Rails and Directional Detectable Surface Tiles shall be independently designed components and constructed in accordance with the New York State Office of Fire Prevention and Uniform Building Code for underground transit stations. A completed sample may be required during the bidding evaluation process. (www.dos.state.ny.us/fire), (www.the-uniform-building-code.com, and (Title 49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Sec. 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES, access.gpo.gov).

A. Tactile Warning Strips Configuration:

- Length and Width 24"x 48" ± 0.6% max
- Thickness 3/16" ± 0% adhesive applied
- Dome Height 0.2" ± 5% max.
- Dome Diameter Base .9" ± 8% max.
- Dome Diameter Top 0.45" ± 3% max.
- Center-to-Center of Domes 1.70" ± 11% max.
- Warp age of edges ± 0.5% max.

1. Tactile materials:

The Tactile sheet shall be made out of a homogenous glass and carbon reinforced composite which is colorfast and UV stable. Must be able to withstand an outdoor environment of Western New York and be able to withstand the everyday wear and tear of a public transit system.

3
2. Composite Tactile Warning Surface Material :
   a. Composition: Composite Retrofit Tactile Warning Surface Panels shall be manufactured using a matte finish exterior grade homogeneous (uniform color throughout thickness of product) glass and carbon reinforced polyester based SMC composite material. Truncated domes must contain uniform fiberglass reinforcement within the truncated dome for superior structural integrity and impact resistance. A matte finish will be required on the Tactile Warning Surface for superior slip resistance performance superior to that offered by a gloss finish. Use of Tactile Warning Surface Products employing coatings or featuring layers of material with differing composition, performance, or color properties is expressly prohibited under this Section. Epoxy polymer based materials, LPMC based materials, or “molecular cross linked reinforced polymer composite” are unacceptable for use on this project.

3. Composite Tactile Warning Surface Panel Color & Finish :
   a. The Standard Color of the Panel shall be Federal Ocean Blue color No. 15187. The color shall be homogeneous throughout the body of the Composite Tactile Warning Surface Panel including the exposed wearing surface of the Composite Tactile Warning Surface Panel. The Composite Tactile Warning Surface Panel shall feature uniform and long term color stability (to UV exposure) throughout the matrix of the panel.
   b. Use of Composite Tactile Warning Surfaces which feature, or are dependent upon, a coating(s) for UV/Color Stability is expressly prohibited. In addition, use of Composite Tactile Warning Surface Panels featuring layers of material coatings with differing composition, performance, or color properties is expressly prohibited.
   c. The requirements of 2.a. apply to any and all materials broadly defined in the industry as “composite” or “plastic” or “polymer” (or variations thereof).
   d. The terms “coatings” or “layers” includes, but is not limited to factory or field applied paint coats, gel coats, or “in-mold” coatings.
   e. The manufacturer shall demonstrate that the wearing surface and the underlying body of the Composite Tactile Warning Surface Panel consists of the same material with the same anti-fading/color retention properties and the same color throughout the panel.
   f. The Composite Tactile Warning Panel shall feature a matte (non-glossy) finish.
4. Composite Tactile Warning Surface Truncated Dome Geometry:
   
a. Composite Tactile Warning Surface shall comply fully with ADAAG (Title 49 CFR Transportation, Part 37.9 Standards for Accessible Transportation Facilities, Appendix A, Section 4.29.2 – Tactile Warnings on Walking Surfaces).

b. In order to insure a uniform appearance of the Tactile Warning Surface throughout the Transit System, equivalent facilitation findings or alternate patterns shall not be acceptable.

c. Truncated Dome Description:  
   a. In-Line Pattern: The truncated dome shall measure a nominal 0.45"diameter at the top of the truncated dome, 0.90" diameter at the base of the truncated dome, 0.20" high, and 1.70" on center, in-line.

   d. Truncated dome pattern shall align properly from TWS Panel to TWS Panel. Available configuration of Composite Tactile Warning Surface Materials:
      
      Standard Tactile Warning Surface Panel – Ship Lap, In-Line Truncated Domes:
      
      - Size: 2’ x 4’ x 3/16" thick (nominal) with a half inch deep flange along one 4 foot side which will act as a drip edge over the top of the rub rail.
      - The 4 foot approach side of the Standard Panel should feature a beveled chamfer.
      - The TWS panel should interlock together to provide a seamless appearance such as ship lap design.
      - The Standard Panel includes a minimum of 13 integrally molded holes for the fasteners.

5. Fastener Holes in the Composite Tactile Warning Surface Panel:
   
a. Except for cases where fitting of Composite Tactile Warning Surfaces to meet unusual field conditions is required all holes for fasteners shall be formed in the factory. Holes for fasteners, whether made in the factory or in the field, shall be located only at the centers of the truncated domes.

6. Performance Parameters for the Composite Tactile Warning Surface Panels:
   
a. Test Results of the properties of the Composite Tactile Warning Surface shall meet or exceed the following criteria:
<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Nominal Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accelerated Weathering (2,000 hours)</td>
<td>ASTM G26</td>
<td>Delta E max. of 5</td>
</tr>
<tr>
<td>Chemical Resistance</td>
<td>ASTM D543</td>
<td>No Stain</td>
</tr>
<tr>
<td>Flexural Strength</td>
<td>ASTM D790</td>
<td>Min of 25,000 psi</td>
</tr>
<tr>
<td>Compressive Strength</td>
<td>ASTM D695</td>
<td>Min of 25,000 psi</td>
</tr>
<tr>
<td>Tensile Strength</td>
<td>ASTM D638</td>
<td>Min of 10,000 psi</td>
</tr>
<tr>
<td>Flame Spread</td>
<td>ASTM E84</td>
<td>FSI of less than 25, SDI of less than 375</td>
</tr>
<tr>
<td>Slip Resistance</td>
<td>ASTM C1028</td>
<td>Min of 0.80</td>
</tr>
<tr>
<td>Wear Resistance</td>
<td>ASTM C501-96</td>
<td>Min of 300</td>
</tr>
<tr>
<td>Water Absorption (2 weeks)</td>
<td>ASTM D510</td>
<td>Less than 0.20%</td>
</tr>
<tr>
<td>Salt Spray</td>
<td>ASTM B117</td>
<td>No Change</td>
</tr>
</tbody>
</table>

7. Adhesive

One Component Polyether Adhesive having the salient characteristics, as manufactured by ChemLink (M1) (www.chemlink.com), or as otherwise recommended by the Composite Tactile Warning Surface Panel Manufacturer to include minimum temperature allowed during installation.

8. Tactile Fasteners

Fasteners in concrete shall consist of nylon expansion sleeves with ¼" diameter stainless steel drive pins. The fastener shall be 1 5/8" long. The Composite Tactile Warning Surface Panel Manufacturer may recommend alternate fasteners to suit particular job conditions.
B. Rub-Rails Size and Configuration:

1. The Rub-Rails shall be 1” thick, 3” wide and 120” long
2. Must be able to withstand the environment of Northeastern, U. S. climate and the everyday wear and tear of a public transit system.
3. Shall have the capacity to bear the weight of a person in a common wheel chair (not to exceed 800 lbs., 38” x 48”) while boarding and alighting the light rail vehicle.
4. Shall have recessed mounting holes 2” from each end and every 14 ½” to be able to mount the Rub-Rail to the platform’s granite edge.
5. See attached drawing

C. Rub-Rail Materials:

1. The shape shall be as indicated on the attached drawing. The shape shall be fabricated to deform under impact to prevent damage to the rail cars. The platform edge strip shall be Ocean Blue Federal Color No. 15187, ultra high molecular weight polyethylene profile OS38 (patent storm us/patents, or having the same salient characteristics.
2. The coefficient of thermal expansion in degrees Fahrenheit, tested in accordance to ASTM D696 (astm.org), shall not be greater than:
   
   - 0 to 75 degrees: \(1.1 \times 10^{-4}\) inches per inch
   - 75 to 120 degrees: \(1.87 \times 10^{-4}\) inches per inch
3. The straightness tolerance on the concrete edge side of the rubbing board shall be approximately 1/8 inch in a 120 inch section.
4. The variation in width of the board shall not be more than 1/16 inch of any length section.
5. Fire safety properties shall be as per Table I.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Test</th>
<th>Units</th>
<th>Maximum Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Flammability</td>
<td>ASTM E162-02</td>
<td>Radiant Panel Index (I_a)</td>
<td>35</td>
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<tr>
<td>Flame Spread</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>II. Smoke Generation</td>
<td>ASTM E662</td>
<td>Specific Optical Density (D_s)</td>
<td>12</td>
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<tr>
<td>Flaming Mode</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Max. Specific Optical Density $D_m$</td>
<td>Specific Optical Density $D_s$</td>
<td>Max. Specific Optical Density $D_m$</td>
</tr>
<tr>
<td>---------------------------</td>
<td>----------------------------------</td>
<td>-------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>Non-Flaming Mode</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>430</td>
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<td></td>
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<td>246</td>
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<tr>
<td>III. Smoke Toxicity</td>
<td>ASTM E800</td>
<td>Parts Per Million (PPM)</td>
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<tr>
<td>Carbon Monoxide (CO)</td>
<td>Flaming Mode</td>
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<tr>
<td>Hydrogen Fluoride (HF)</td>
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<tr>
<td>Hydrogen Chloride (HCl)</td>
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</tr>
<tr>
<td>Hydrogen Cyanide (HCN)</td>
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<tr>
<td>Nitrogen Oxides (NO$_x$)</td>
<td>&quot;</td>
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<td></td>
</tr>
<tr>
<td>Sulfur Dioxide (SO$_2$)</td>
<td>&quot;</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Carbon Dioxide (CO$_2$)</td>
<td>&quot;</td>
<td>10,000</td>
<td></td>
</tr>
</tbody>
</table>

**D. Rub –Rail Anchoring**

To be installed according to the manufacturer’s specifications for proper installation.

Stainless steel hardware for rub rails in the quantity of the following:

- 2750 each of Stainless steel 3/8”-16 x 1 3/4”, bolts
- 2750 each of Stainless steel 3/8”, lock washers
- 2750 each of Stainless steel 3/8” x 1 1/4”, fender washers
- 2750 each of steel 3/8”-16 drop in anchors.
E. Detectable Directional Surface Tiles:

- Length and Width  
  12”x 12” ± 0.6% max
- Thickness  
  3/16” ± 0% adhesive applied
- Dome Height  
  0.2” ± 5% max.
- Dome Diameter Base  
  .67” ± 8% max.
- Dome Diameter Top  
  0.43” ± 3% max.
- Center-to-Center of Domes  
  2.95” ± 11% max.
- Warp age of edges  
  ± 0.5% max.

1. Directional Detectable Surface Tile Materials:

   The Surface Tile sheet shall be made out of a homogenous glass and carbon reinforced composite which is colorfast and UV stable. Must be able to withstand an outdoor environment of Western New York and be able to withstand the everyday wear and tear of a public transit system.

2. Directional Composite Detectable Surface Tile Material:

   Composition: Composite Retrofit Detectable Directional Surface Panels shall be manufactured using a matte finish exterior grade homogeneous (uniform color throughout thickness of product) glass and carbon reinforced polyester based SMC composite material. Truncated domes must contain uniform fiberglass reinforcement within the truncated dome for superior structural integrity and impact resistance. A matte finish will be required on the Tactile Warning Surface for superior slip resistance performance superior to that offered by a gloss finish. Use of Tactile Warning Surface Products employing coatings or featuring layers of material with differing composition, performance, or color properties is expressly prohibited under this Section. Epoxy polymer based materials, LPMC based materials, or “molecular cross linked reinforced polymer composite” are unacceptable for use on this project.

3. Directional Composite Detectable Surface Tile Panel Color & Finish:

   a. The Standard Color of the Panel shall be Federal Ocean Blue color No. 15187. The color shall be homogeneous throughout the body of the Directional Composite Detectable Surface Tile Panel including the exposed wearing surface of the Directional Composite Detectable Surface Tile Panel. The Detectable Directional Surface Tile Panel shall feature uniform and long
term color stability (to UV exposure) throughout the matrix of the panel.

b. Use of **Directional Composite Detectable Surfaces** which feature, or are dependent upon, a coating(s) for UV/Color Stability is expressly prohibited. In addition, use of **Directional Detectable I Surface Tile Panels** featuring layers of material coatings with differing composition, performance, or color properties is expressly prohibited.

c. The requirements of 2.a. apply to any and all materials broadly defined in the industry as “composite” or “plastic” or “polymer” (or variations thereof).

d. The terms “coatings” or “layers” includes, but is not limited to factory or field applied paint coats, gel coats, or “in-mold” coatings.

e. The manufacturer shall demonstrate that the wearing surface and the underlying body of the **Directional Detectable Surface Tile Panel** consists of the same material with the same anti-fading/color retention properties and the same color throughout the panel.

f. The Composite **Directional Detectable Surface Tile Panel** shall feature a matte (non-glossy) finish.

4. **Directional Composite Detectable Surface Tile Panel Truncated Dome Geometry** :

a. **Directional Composite Detectable Surface** shall comply fully with ADAAG (Title 49 CFR Transportation, Part 37.9 Standards for Accessible Transportation Facilities, Appendix A, Section 4.29.2 – Tactile Warnings on Walking Surfaces).

b. In order to insure a uniform appearance of the **Directional Detectable Surface Tile Panel** throughout the Transit System, equivalent facilitation findings or alternate patterns shall not be acceptable.

c. Truncated Dome Description: a. In-Line Pattern: The truncated dome shall measure a nominal 0.43”diameter at the top of the truncated dome, 0.670” diameter at the base of the truncated dome, 0.20” high, and 2.950” on center, in-line.

d. Truncated dome pattern shall align properly from TWS Panel to TWS Panel. Available Configuration of **Directional Composite Detectable Surface** Materials:

e. **Directional Standard Detectable Surface Tile Panel** – Ship Lap, In-Line Truncated Domes:

- Size: 12” x 12”x 3/16” thick (nominal) with a .10 beveled edge.
- All approach sides of the Standard Panel should feature a beveled chamfer.
• The TWS panel should interlock together to provide a seamless appearance such as ship lap design
• The Standard Panel includes a minimum of 4 integrally molded holes for the fasteners.

5. Fastener Holes in the Directional Composite Detectable Surface Tile Panel:

Except for cases where fitting of Directional Detectable Surface Tile Panel meet unusual field conditions is required all holes for fasteners shall be formed in the factory. Holes for fasteners, whether made in the factory or in the field, shall be located only at the centers of the truncated domes.

6. Performance Parameters for the Detectable Directional Surface Tile Panels:

Test Results of the properties of the Composite Detectable Directional Surface Tile Panel shall meet or exceed the following criteria:

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<td>ASTM B117</td>
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7. Adhesive

One Component Polyether Adhesive having the salient characteristics, as manufactured by ChemLink (M1) (www.chemlink.com), or as otherwise recommended by the Composite Detectable Directional Surface Tile Panel Manufacturer to include minimum temperature allowed during installation.

8. Detectable Directional Surface Tile Panel Fasteners

Fasteners in concrete shall consist of nylon expansion sleeves with ¼” diameter stainless steel drive pins. The fastener shall be 1 5/8” long. The Composite Detectable Directional Surface Tile Panel Manufacturer
may recommend alternate fasteners to suit particular job conditions.

3. PRICING
Shipping and handling to be included with the cost proposal. The bidder shall list the prices for the following listed below:

A. 800 pieces of Ocean Blue tactile sheets measuring 24” x 48” x 3/16”.

B. 275 pieces of Ocean Blue Detectable Directional Surface Tile Panels measuring 12” x 12” x 3/16”

C. 325 pieces of Ocean Blue Rub-rails measuring 1” x 3” x 10’ (120”)

D. 2750 Stainless Steel hardware for rub rails measuring:
   - In the quantity of 2750, 3/8” x 1 ½” bolts.
   - In the quantity of 2750, 3/8” lock washers.
   - In the quantity of 2750, 3/8” x 1 ½” fender washers.
   - 2750 steel drop in anchors, 3/8” x 1”
   - The quantity of adhesive and or anchors needed for 800 tactile sheets measuring 24” x 48” and 275 Detectable Directional Surface Tile Panels measuring 12” X 12”.

Delivery is required within forty five (45) days, of receipt of a purchase order.

4. GUARANTEE
Surface applied tactile strips, Rub Rails and Detectable Directional Surface Tile Panels shall be guaranteed in writing for a period of ten years from date of installation. The guarantee shall cover all parts and labor to replace defective materials and components. Guarantee details shall be submitted with bid.
### Itemized Proposal

**Tactile Warning Strips, Rub Rails and Detectable Directional Surface Tile**

<table>
<thead>
<tr>
<th>ITEM#</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT AMT BID</th>
<th>TOTAL AMT BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>800 Pieces</td>
<td>Ocean Blue tactile sheets measuring 24&quot; x 48&quot; x 3/16&quot;.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>275 Pieces</td>
<td>Ocean Blue Detectable Directional Surface Tile Panels measuring 12&quot; x 12&quot; x 3/16&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>325 Pieces</td>
<td>Ocean Blue Rub-rails measuring 1&quot; x 3&quot; x 10' (120&quot;)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>2750 Pieces of each</td>
<td>Stainless Steel hardware for rub rails which includes bolts, lock washers, fender washers and steel drop in anchors.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Per Mfg’s Specs</td>
<td>Adhesive and/or anchors for approx. 800, 24&quot; x 48&quot; tactile sheets &amp; 275, 12&quot; x 12&quot; Detectable Directional Surface Tile Panels</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total Amount Bid**

$_________

**Grand Total Amount Bid Written in Words**

LUMP SUM

Payment Terms: ______________________ Lead Time: ______________________

List any deviations/ minor points of variances below that the Bidder would like NFTA to contemplate for acceptable consideration.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DEVIATION / VARIANCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>
The undersigned submits the following bid, which is in complete conformity with the intent of the bid documents. The bidder agrees that should it be awarded a contract on the basis of this bid through the issuance of a contract or purchase order from the Niagara Frontier Transportation Authority, it will provide the materials, supplies, equipment or services in strict compliance with the contract documents for the compensation stipulated herein. The bidder agrees that its bid shall remain effective for a period of 90 days from the formal bid opening date.

Bidders with the submission of this bid certify that they are not on the Comptroller General's List of Ineligible Contractors.

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal ID No.:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
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<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Telephone/Fax No.:</td>
<td></td>
</tr>
<tr>
<td>Email address:</td>
<td></td>
</tr>
</tbody>
</table>
1" x 1" x 2"-3" GRANITE SLAB

POLYFORM STRUCTURAL COMPOSITE TUBE

CONCRETE

TILE MODIFIED TO HAVE BEVELLED EDGE
INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

The contract documents consist of the Instructions to Bidders, Bid Forms, General Conditions, Technical Specification and any addenda or change orders to the contract. The contract documents shall constitute the entire agreement between the parties.

2. EXAMINATIONS AND EXPLANATIONS

Bidders must carefully examine these contract documents. Bidders who seek changes, variances, explanations or clarifications of the contract documents must submit their inquiry in writing via e-mail to Cindy Judd no later than May 7, 2013. Any response that the Niagara Frontier Transportation Authority (NFTA) may choose to make will be by a written addendum to the contract documents. The NFTA will not be bound by any informal explanation, clarification or interpretation, oral or written, by whomsoever made, that is not incorporated into an addendum to the contract documents.

3. ITEMIZED PROPOSAL

Bidders must submit a proposal on the form furnished herewith in ink or typewritten without alteration or addition of any kind. Except for catalogs or other descriptive literature specified or requested, any letters or other papers attached to proposals or submitted under separate cover containing contingency clauses or modifications hereto will not be accepted. Any deviation or minor points of variance shall be specifically shown and stated in the space provided on the itemized proposal and only those deviations or minor variations contemplated or acceptable will be considered. No person, partnership or corporation shall submit more than one proposal, either directly or by agent. Each bidder shall sign said proposal with his/her full name, in his/her own handwriting and, if a partnership, each partner must sign; if a corporation, the corporate name shall be signed, the corporate seal affixed; and signed and acknowledged by a duly authorized officer thereof.

4. REJECTION OR DISQUALIFICATION

Bidders are cautioned that failure to submit any of the required bid forms and documents, the bid security, if required, or bid on all necessary items listed may result in rejection of the bid. If required to do so, a bidder shall submit documentation that it has sufficient experience and the technical and financial capabilities to perform the work.

5. PRICING INSTRUCTIONS

The bid price must clearly indicate the unit price of the complete unit offered including a clear indication of the cost of each optional equipment item necessary to meet this specification delivered F.O.B. Destination.

6. BID PROTEST PROCEDURES
6.1 Pre-Bid Opening Protests. If a bidder 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 bidder may seek a review by the Executive Director or his 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 (5) business days before bid opening. Within four (4) business days after receipt of a pre-bid protest, the Executive Director shall make one of the determinations listed in paragraph 6.4.

6.2 Post-Bid Opening Protests. A protest to the acceptance or rejection of any or all offers or bids to 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 (5) 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.

6.3 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.

6.4 Rulings on Protests. Within four (4) business days, the Executive Director shall render one of the following determinations:

(a) Protest is overruled.
(b) Protest is substantiated. Executive Director shall issue instructions to remedy issues relating to the protest.
(c) 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 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 (5) business days of the date of
a decision rendered by the Executive Director regarding a protest, unless the NFTA determines that:

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

6.5  Protestor's Appeal to Federal or State Agencies. In the event that 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 in accordance with the requirements set forth below, 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 Authority’s failure to render a final determination on the protest.

7.  EVALUATION AND AWARD

Each bid timely received and in the NFTA's hands at the time set for the bid opening shall constitute an offer to perform the work in strict accordance with the terms and conditions found in these contract documents. The NFTA will evaluate each bid pursuant to the NFTA Procurement Guidelines. If a contract is awarded, it will be awarded to the lowest responsive responsible bidder. If a contract is awarded, the NFTA will award through issuance of a purchase order or require the execution of an agreement. The bidder will not be allowed to take advantage of any errors or omissions. The NFTA reserves the right to reject any and all bids and to waive any informality.

8.  TAXES

The NFTA is exempt from payment of New York State and local taxes. Neither the itemized proposal, or 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 itemized proposal or payment by the laws and/or regulations of the federal government or any state government. The NFTA will furnish the necessary exemption certificates.

9.  MATERIALS

Unless otherwise specifically provided, all equipment, material, and articles supplied or incorporated in the work covered by these contract documents shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically indicated, reference to any equipment, material, article or patented process, by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not
be construed as limiting competition and the Contractor may, at its option, use any equipment, material, article or process which is equivalent to that named. The NFTA shall be the sole judge of the quality and suitability of any proposed alternative equipment, material, article or process. The burden of proving the quality and suitability of an alternative shall be upon the Contractor. Any information required by the NFTA in judging an alternative will be supplied by the Contractor at no expense to the NFTA.

10. SINGLE BID SITUATIONS

In the event a single bid is received, a price and/or cost analysis will be made before the award of a contract. A price analysis is the process of examining the bid and evaluating the price without evaluating separate cost elements. A price analysis, by comparing the bid to other similar procurements, will be based on an established or competitive price of the bid items used in the comparison. This comparison will be made to a purchase of similar quantity and involving similar specification and where a difference exists, a detailed analysis will be made of this difference and the costs thereof.

11. EXECUTORY CLAUSE

The Contractor specifically agrees that this contract shall be deemed executory only to the extent of monies available and no liability shall be incurred by the NFTA beyond the monies available for this contract.

12. PERMITS AND COMPLIANCE WITH LAWS

The NFTA, in the construction, installation and operation of transportation facilities, is not required to obtain licenses or permits from any municipal or political subdivision of the State of New York. The Contractor, therefore, will not be required to obtain licenses or permits from any county, city, town or village agency or department. The Contractor shall, however, secure and pay for all permits, fees and licenses necessary to comply with applicable federal or state laws. Except as provided above, the Contractor shall comply with all federal, state, county and municipal laws, codes and regulations in connection with the prosecution of the work.

The Contractor shall protect, indemnify and hold harmless the NFTA and the Engineer and all of their officers, agents and employees against any and all claims and liabilities arising from or based on the violation of any such requirement or law whether by the Contractor, its employees, agents or subcontractors.

13. 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.

14. **NEW YORK STATE SUBCONTRACTORS AND SUPPLIERS**

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 Empire State Development, Procurement Assistance Unit, Phone: (518) 292-5220, or email to esd_smallbus@empire.state.ny.us.

A directory of certified minority and women-owned business enterprises is available from Empire State Development, Minority and Women's Business Development, 30 Pearl St., Albany, NY 12245, Phone: (518) 292-5250, Fax: (518) 292-5803.
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 Empire State 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.

21. MWBE REQUIREMENTS

This section is applicable to all contracts for a total expenditure in excess of $25,000 of funding from New York State.

The NFTA goals for this procurement are:
Non-construction related professional and non-professional services industries for certified minority-owned business enterprises 20%
Non-construction related professional and non-professional services industries for certified women-owned business enterprises 20%
Commodities industries for certified minority-owned business enterprises 20%
Commodities industries for certified women-owned business enterprises 20%
The goals are only applicable to that portion of the procurement that is being funded by New York State.

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](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 submitting a proposal 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 an 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.

<table>
<thead>
<tr>
<th>Offeror’s Name:</th>
<th>Federal Identification No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Solicitation No.:</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Project No.:</td>
</tr>
<tr>
<td>Telephone No.:</td>
<td>M/WBE Goals in the Contract: MBE % WBE %</td>
</tr>
<tr>
<td>Region/Location of Work:</td>
<td></td>
</tr>
</tbody>
</table>

1. **Certified M/WBE Subcontractors/Suppliers**
   - Name, Address, Email Address, Telephone No.

2. **Classification**
3. **Federal ID No.**
4. **Detailed Description of Work**
   (Attach additional sheets, if necessary)
5. **Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.**

<table>
<thead>
<tr>
<th>A.</th>
<th>NYS ESD CERTIFIED</th>
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</thead>
<tbody>
<tr>
<td>MBE</td>
<td>WBE</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>B.</th>
<th>NYS ESD CERTIFIED</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE</td>
<td>WBE</td>
</tr>
</tbody>
</table>

6. **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:**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td></td>
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</tbody>
</table>

**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:**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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<tbody>
<tr>
<td>Date:</td>
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</table>

**NOTICE OF ACCEPTANCE ISSUED:**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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<tbody>
<tr>
<td>Date:</td>
<td></td>
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</table>

M/WBE 103 (Revised 11/08)
### 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>Address:</td>
<td>Solicitation/Contract No.:</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>M/WBE Goals: MBE % WBE %</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.

Name and Title of Preparer (Printed or Typed):

Telephone Number: Email Address:______________________________

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***

Reviewed by: Date:

Waiver Granted: [ ] YES MBE: [ ] WBE: [ ]

[ ] Total Waiver [ ] Partial Waiver

[ ] ESD Certification Waiver [ ] Conditional

[ ] Notice of Deficiency Issued ___________________

[ ] Comments:

M/WBE 104 (Revised 11/08)
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)
## WORK FORCE EMPLOYMENT UTILIZATION

<table>
<thead>
<tr>
<th>Contract No.:</th>
<th>Reporting Entity:</th>
<th>Reporting Period: Monthly</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>□ Contractor</td>
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<td></td>
<td>□ Subcontractor</td>
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<tr>
<td>Contractor’s Name:</td>
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<tr>
<td>Contractor’s Address:</td>
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Report includes:
- □ Work force to be utilized on this contract
- □ Contractor/Subcontractor’s total work force

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

<table>
<thead>
<tr>
<th>EEO-Job Category</th>
<th>Total Work force</th>
<th>Work force by Gender</th>
<th>Work force by Race/Ethnic Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Male (M) Female (F)</td>
<td>White (M) (F) Black (M) (F) Hispanic (M) (F) Asian (M) (F) Native American (M) (F) Disabled (M) (F) Veteran (M) (F)</td>
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<tr>
<td>Officials/Administrators</td>
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<tr>
<td>Professionals</td>
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<td>Technicians</td>
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<td>Sales Workers</td>
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<td>Office/Clerical</td>
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<td>Craft Workers</td>
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<td>Laborers</td>
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<td>Service Workers</td>
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<td>Temporary /Apprentices</td>
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PREPARED BY (Signature):  
TELEPHONE NO.:  
EMAIL ADDRESS:  
DATE:  

NAME AND TITLE OF PREPARER (Print or Type):  
Submit completed form to: NFTA, Linda Seay, Director, EEO/Diversity Development Dept., 181 Ellicott St, Buffalo, NY 14203  
M/WBE 102 (Revised 11/08)
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 §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:
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
(Add additional pages as necessary)

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

\(^1\) 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 §139-j, paragraph 1.a.)
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.
15. BUY AMERICA

This section is applicable to bids for a total amount greater than $100,000.

This Agreement is subject to the provisions of 49 U.S.C. 5323 (j) and CFR Part 661, which are explained further at Section 11 of the General Conditions. Each bidder must execute the appropriate Buy America Certificate set forth herein, except those subject to a general waiver. Bids that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.
GENERAL CONDITIONS

1. INDEMNITY CLAUSE

Contractor shall indemnify, defend and hold the NFTA harmless from and against all liability for injuries to persons or damage to property caused by Contractor, its agents, representatives, subcontractors or subcontractor's agents, or representatives. The NFTA shall give the Contractor prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently, or otherwise, affects or might affect the Contractor in the furtherance of the work to be done or goods to be delivered under the terms of this contract.

2. NON-ASSIGNMENT

The Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein or its power to enter into this contract to any person, company or corporation without the previous consent in writing of NFTA.

3. CONTRACTUAL RELATIONSHIP

No contractual relationship shall exist under this contract other than the contractual relationship between NFTA and the Contractor. The Federal Government shall have no obligation or liabilities to the Contractor.

The NFTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NFTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Contractor 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 subcontractor who will be subject to its provisions.

4. TERMINATION FOR CONVENIENCE

The NFTA may terminate this contract for its convenience at any time in whole or in part as to any undelivered goods and any unperformed work in which event the NFTA and the Contractor will negotiate an equitable settlement payment for the terminated portion consisting of the Contractor's cost to date of termination plus a reasonable profit thereon, and taking into consideration such changes attendant to delays of other customer orders and clearing of assembly lines, less any value to the Contractor.
5. **TERMINATION FOR DEFAULT**

If the Contractor fails to deliver any part of the goods or to complete the work within the time specified herein, or otherwise defaults in performance hereunder, the NFTA may, by written notice to the Contractor, terminate this contract in whole or in part.

6. **WARRANTY**

The materials, supplies and equipment furnished shall be guaranteed for not less than one year, except where longer periods of warranty are set forth in the Technical Specifications, from the date of acceptance, against any defect in workmanship, material or design. Such defects shall be promptly rectified and defective parts replaced without any cost to the NFTA.

7. **FALSE OR FRAUDULENT STATEMENTS OR CLAIMS**

The Contractor 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 Contractor 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 Contractor 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 Contractor to the extent the federal government deems appropriate.

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

The Contractor 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 subcontractor who will be subject to the provisions.

8. **INSTRUCTION**

If requested in the Technical Specifications, the Contractor must provide instruction classes in the operation and maintenance of any mechanical components to the NFTA's maintenance or operations personnel.
9. WORKMANSHIP

All work under this contract shall be performed in a skillful and workmanlike manner. The Contractor is required to remove any employee the NFTA deems incompetent, careless or otherwise objectionable.

10. NEW YORK STATE BUY AMERICA PROVISIONS

All purchase contracts for supplies, material or equipment involving an estimated expenditure in excess of fifty thousand dollars shall require with respect to materials, supplies and equipment made of, fabricated from, or containing steel components, that such steel components be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this paragraph shall not apply to motor vehicles and automobile equipment assembled in Canada in conformity with the United States - Canadian trade agreements known as the "Automotive Products Trade Act of 1965," or any amendments thereto.

11. FTA BUY AMERICA PROVISIONS

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA - funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, micro computer equipment, software and small purchases currently less than $100,000.00 made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 5323 (j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

12. FEDERAL CHANGES

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the NFTA and FTA, as they may be amended or promulgated from time to time during the term of this agreement. The Contractor’s failure to so comply shall constitute a material breach of this agreement.

13. 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 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other
provisions contained in this Agreement. The Contractor shall not perform any act, fail to
perform any act, or refuse to comply with any NFTA requests which would cause the
NFTA to be in violation of the FTA terms and conditions.

14. INDIviduals with disabilities

The Contractor shall comply with all applicable requirements of the Americans with
Disabilities Act of 1990, 42 U.S.C. §§ 12101 et. seq.; Section 504 of the Rehabilitation
1612 and the following regulations: 49 C.F.R. Subpart 101-19; 29 C.F.R. Part 1630 and
47 C.F.R. Part 64.

15. Cargo preference

The Contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least
50 percent of the gross tonnage (computed separately for dry bulk carriers, dry
cargo liners and tankers) involved, whenever shipping any equipment, material,
or commodities pursuant to this contract, to the extent such vessels are
available at fair and reasonable rates for United States flag-commercial
vessels.

(b) To furnish within 20 days following the date of loading for shipments originating
within the United States or within 30 working days following the date of loading
for shipments originating outside the United States, a legible copy of a rated,
"on-board" commercial ocean bill-of-lading in English for each shipment of
cargo described in paragraph (1) above to both the NFTA (through the prime
contractor in the case of sub-contractor bills-of-lading) and to the Division of
National Cargo, Office of Market Development, Maritime Administration,
Washington, D.C. 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts
issued pursuant to this contract.

16. fly america

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in
accordance with the General Services Administration’s regulations at 41 CFR Part 301-
10, which provide that recipients and subrecipients of Federal funds and their
contractors are required to use U.S. Flag air carriers for U.S Government-financed
international air travel and transportation of their personal effects or property, to the
extent such service is available, unless travel by foreign air carrier is a matter of
necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign
air carrier was used, an appropriate certification or memorandum adequately explaining
why service by a U.S. flag air carrier was not available or why it was necessary to use a
foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly
America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. ENVIRONMENTAL REQUIREMENTS

For all contracts and subcontracts in excess of $100,000, Contractor agrees to comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.). Contractor shall report violations to FTA and the USEPA Assistant Regional Office. The Contractor shall include these requirements in each subcontract exceeding $100,000.00.

18. ENERGY EFFICIENCY

Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the New York State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. Energy using products must comply with New York State Executive Order 111. A copy of the Executive Order may be obtained from the New York State Energy Research and Development Authority toll free at 1-866-NYSERDA or on the web at www.nyserda.org.

19. DISADVANTAGED BUSINESS ENTERPRISES

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the NFTA deems appropriate. The Contractor agrees to insert this clause in all subcontracts to this contract.

20. EQUAL OPPORTUNITY CLAUSE

During the performance of this Agreement, the Contractor agrees as follows:

Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FTA may issue.

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

Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulation to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

21. PATENT INFRINGEMENT

The Contractor warrants that the sale of any item hereunder does not infringe any patent, copyright or trademark. The Contractor agrees to defend, indemnify and save the NFTA harmless from any loss, damage or expense, which may result from patent, copyright or trademark infringement through the aforesaid sale or use.

22. PROMPT PAYMENT RULES AND REGULATIONS

The following prompt payment rules and regulations set forth provisions which are intended to improve relationships between the Authority and its contractors, vendors and all those providing services or supplies through contractual relationship with the Authority. These rules and regulations are promulgated consistent with directives set forth in the Public Authorities Law Section 2880.
1. Definitions. As used in these rules and regulations, the following terms shall have the following meanings unless the context shall indicate other or different meaning:

(a) "Authority" means Niagara Frontier Transportation Authority and its subsidiary corporations.

(b) "Contract" means an enforceable agreement entered into between the Authority 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 Authority;

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

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

(d) "Designated payment office" means the office designated by the Authority 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 Authority before interest accrues thereon pursuant to these 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 Authority 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 Authority receives the purchased goods, property, or services covered by the proper invoice, whichever is later.

(h) "Set-off" means the reduction by the Authority 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 Authority.

(i) "Statement" means the rules and regulations adopted herein by the Authority.

2. Payment Request Procedure. The contractor shall submit a proper invoice to the Authority's designated payment office. Said invoice shall be date stamped with the date the invoice is received.

3. Interest Eligibility and Computation

(a) In order for the Authority 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 as 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 shall extend the date by which contract payment must be made in order for the Authority not to become liable for interest payments by an equal period of time.

(b) Notwithstanding any other provision of law to the contrary, interest shall be computed at the rate equal to the rate set by the State Tax Commission for
corporate taxes pursuant to paragraph one of subsection (e) of section one thousand ninety-six of the Tax Law.
(c) Payments shall be made only when the interest amount for the transaction exceeds ten dollars ($10). Each invoice or payment on a voucher is a transaction.

4. Sources of Funds. All interest due and payable to contractors under these regulations will be paid from available revenue sources including the Authority 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 Authority 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 or by 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 Authority'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 Improprieties. The Authority shall have fifteen calendar days after receipt of an invoice by the Authority at its designated payment office to notify the contractor of:
   (a) defects in the delivery goods, property, or services,
   (b) defects in the invoice, or
   (c) suspected improprieties of any kind; and the existence of such defects or improprieties shall prevent the commencement of the time period specified in Section 3. When the Authority 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 that notification was transmitted to the contractor. If the Authority 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 Authority 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 the 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 Authority shall be given a copy of these rules and regulations.

9. **Inapplicability of section.** The provisions of this section shall not apply to payments due and owing:
   (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 this section;
   (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 its employees when acting in, or incidental to, their public employment capacity;
   (d) in situations where the Authority exercises a legally authorized set-off against all or part of the payment due.

10. **Court Action.** The liability to make interest payments pursuant to these rules and regulations, shall not extend beyond the date of notice of intention to file a claim, the date of notice of claim, or the date commencing a legal action for the payment of such interest, whichever come first.

11. **Incorporation.** These rules and regulations shall be incorporated into and made a part of all contracts.

23. **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, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State’s written consent are null and void. 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 $15,000, 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, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in section 230 of the Labor Law, then, in accordance with section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of section 220-e or section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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.

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 warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to 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 contractors 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. The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State’s Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, 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, creed, 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, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor’s obligations herein; and

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

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:

Empire State Development
Division for Small Business
30 South Pearl Street
Albany, New York  12245
Tel. 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:
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 state 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 Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of states subject to this provision.

Purchases of Apparel. In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wages and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.
24. **FEDERAL AND STATE LABOR LAW REQUIREMENTS**  
For Contracts Pertaining to Public Work Projects

Each laborer, workman or mechanic employed by the Contractor or subcontractor about or upon the work to be performed under this Agreement, shall be paid not less than once a week and not less than the prevailing minimum wages required by the U.S. Department of Labor for federally and federally-assisted construction. Prevailing wage rates for laborers, workmen and mechanics have also been determined by the New York State Department of Labor. See the Prevailing Wage Rates set forth herein. In the event of difference between federal and state wage rates, the Contractor will be required to pay laborers, workmen and mechanics not less than the highest applicable rate established by either the U.S. Department of Labor or the Department of Labor of the State of New York. The Contractor shall comply with all federal laws, rules and regulations in regard to its employment of laborers, workmen and mechanics, including but not limited to the Davis-Bacon Act, the Copeland Act, the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3), the Contract Work Hours and Safety Standards Act and 29 CFR Parts 5 and 1926. The Authority is obligated to report all disputes concerning payment of prevailing wage rates or classifications promptly to the Department of Transportation for its referral to the Department of Labor.

25. **DRUG AND ALCOHOL TESTING**

This clause is applicable to all contracts for safety-sensitive functions, which are defined as (1) operating a revenue service vehicle, including when not in revenue service; (2) operating a non-revenue service vehicle, when required to be operated by a holder of a commercial driver’s license; (3) controlling dispatch or movement of a revenue service vehicle; (4) maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; (5) carrying a firearm for security purposes.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the New York State Department of Transportation, or Metro to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before April 1 and to submit the Management Information System (MIS) reports before March 1 to the Project Manager. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.
26. SUSPENSION AND DEBARMENT

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

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

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

27. LOBBYING

Permissible contacts during the procurement process are governed by section 139-j of the State Finance Law. Submission of a bid in response to this Invitation to Bid constitutes the bidder’s written affirmation that the bidder understands and agrees to comply with section 139-j of the State Finance Law.

28. NO FEDERAL OBLIGATIONS TO THIRD PARTIES

The NFTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NFTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Contractor 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 subcontractor who will be subject to its provisions.
NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

________________________________________
Contractor

________________________________________
Signature

________________________________________
Name & Title
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)

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

For Material Change Only:  
   year: _____ quarter _____  
   date of last report _____  

4. Name and address of Reporting Entity:  
   Prime  
   Subawardee  
   Congressional District, if known:  
   Tier _____, if known  

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  
   Congressional District, if known:  

6 Federal Department/Agency:  

7. Federal Program Name/Description:  
   CFDA Number, if applicable: _______________  

8. Federal Action Number, if known:  

9. Award Amount, if known: $  

10. a. Name and Address of Lobbying Entity  
    (if individual, last name, first name, MI:)  
       (last name, first name, MI):  

    b. Individuals Performing Services  
       (including address if different from No. 10a)  
       (last name, first name, MI):  

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

11. Amount of Payment (check all that apply):  
    $ ___________ actual planned  

12. Form of Payment (Check all that apply):  
   a. cash  
   b. in-kind; specify: nature ____________  
       value ____________  
   c. commission  
   d. contingent fee  
   e. deferred  
   f. other; specify: ____________  

13. Type of Payment (check all that apply):  
   a. retainer  
   b. one-time fee  
   c. commission  
   d. contingent fee  
   e. deferred  
   f. other; specify: ____________  

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)  

15. Continuation Sheet(s) SF-LLL-A attached:  
    Yes  
    NO  

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  
 Federal Use Only:  

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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 form 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 ____
BUY AMERICA CERTIFICATE

STEEL, IRON OR MANUFACTURED PRODUCTS
To be completed if the total bid amount exceeds $100,000

CERTIFICATE OF COMPLIANCE WITH 49 U.S.C. 5323(j)(1)

The bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR part 661.

DATE:  _______________________________________________________
SIGNATURE:  __________________________________________________
TITLE:  ______________________________________________________
COMPANY NAME:  ______________________________________________

CERTIFICATE OF NON-COMPLIANCE WITH 49 U.S.C. 5323(j)(I)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(I), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D)and the regulations in 49 CFR 661.7.

DATE:  _______________________________________________________
SIGNATURE:  __________________________________________________
TITLE:  ______________________________________________________
COMPANY NAME:  ______________________________________________
SAMPLE AGREEMENT

Between
NIAGARA FRONTIER TRANSPORTATION AUTHORITY

and

____________________________________________

CONTRACT NO.
PROJECT

THIS AGREEMENT made and entered into the ___ day of ____________, 20___, by and between
NIAGARA FRONTIER TRANSPORTATION AUTHORITY, a body corporate and politic, constituting a
public benefit corporation, organized and existing pursuant to Chapter 717 of the Laws of 1967 of the
State of New York, as amended, with its principal office for the transaction of business at 181 Ellicott
Street in the City of Buffalo, County of Erie, State of New York and
____________________________________, a ________________________ of the State of
_______________________________ having its principal office for the transaction of business at

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, the parties hereto
agree to perform this agreement in strict accordance with the Contract Documents which are incorporated
herein and made a part hereof by reference.

As consideration for the work performed under this contract, and pursuant to its bid, the contractor shall
receive the base bid sum of _____________________________________ Dollars, $______________.

This Agreement is executory only to the extent of monies available and no liability shall be incurred by the
Authority beyond the monies available for the purpose.

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

BY:  __________________________________
(SEAL)
TITLE:  ________________________________
NIAGARA FRONTIER TRANSPORTATION AUTHORITY

BY:  __________________________________
(SEAL)
TITLE:  _________________________________

STATE OF NEW YORK )
COUNTY OF ERIE   )
CITY OF BUFFALO   )

On this ___ day of ________________, 20___, before me the subscriber, personally came
KIMBERLY MINKEL, to me known, who being by me duly sworn, did depose and say that he is the
Executive Director of the NFTA and executed the foregoing Instruments, pursuant to a Resolution duly
adopted by the Board of Commissioners of the NFTA.

___________________________________
Notary Public

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ACKNOWLEDGMENT OF PRINCIPAL - IF CORPORATION*

STATE OF )
COUNTY OF ) SS:

On this ____ day of ____________, 20____, 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 instrument, 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 - IF A PARTNERSHIP*

STATE OF            )
COUNTY OF           ) SS:

On this ____ day of ______________, 20____, before me personally came __________________________________, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is a member of the firm of ___________________________________, a partnership, and that he/she executed the foregoing instrument in the firm name of _____________________________ and 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 for the uses and purposes therein attached.

_________________________________
Notary Public

ACKNOWLEDGMENT OF INDIVIDUAL*

STATE OF           )
COUNTY OF          )

On this ____ day of __________________, 20___, before me the subscriber, personally came ________________________________, to me known, who being by me duly sworn, did depose and say that he/she executed the foregoing instrument.

_____________________________
NOTARY PUBLIC

*If bidder is a joint venture each participant must execute the Agreement and have said execution appropriately acknowledged.

STATE OF NEW YORK  )
COUNTY OF ERIE    )
CITY OF BUFFALO   )

On this ____ day of ___________________, 20____, before me the subscriber, personally came KIMBERLY MINKEL, to me known, who being by me duly sworn, did depose and say that he is the Executive Director of the NFTA and executed the foregoing Instruments, pursuant to a Resolution duly adopted by the Board of Commissioners of the NFTA.

_____________________________
NOTARY PUBLIC
Disclosure of Prior Non-Responsibility Determinations

Name of Contractor: ____________________________________________________________

Address:___________________________________________________________________

Name and Title of Person Submitting this Form:____________________________________
___________________________________________________________________________
___________________________________________________________________________

Has any governmental entity* made a finding of non-responsibility regarding the Contractor in the last five years? (Please circle):

                       No    Yes

If yes, was the basis for the finding of the Contractor’s non-responsibility due to the intentional provision of false or incomplete information (Please circle):

                       No    Yes

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

Governmental Entity: ________________________________________________________

Year of Finding of Non-responsibility: __________________________________________

Basis of Finding of Non-Responsibility:___________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

* As defined in section 139-k of the New York State Finance Law.