



Request for Proposal

Board Management Software Platform (Event 453)

Current Status: *Released*

Description

RGRTA is seeking to procure a secure, user-friendly board management software platform that enhances governance and streamlines board operations.

Primary Contact

Name

Justin Feasel

Email

jfeasel@myrts.com

Timeline

Preview:	8/22/25	Open Q & A:	8/22/25	Open Date:	8/22/25	Est Board Date:	
		Close Q & A:	9/10/25	Close Date:	9/23/25	Est Contract Start:	1/1/2026

Civil Rights

DBE Goal

N/A

MWBE Goal

30%

SDVOB Goal

0%

Commodity Codes

152 Software Systems

Lines

Line 1 - Total Price

Description: Enter the Total Price with a quantity of one (1) and Unit of Measure (UOM) as Total (TO). Do not enter symbols (\$) or commas (,).

Terms and Conditions

Article: 1- Scope of Work/Detailed Specifications

1: Scope of Work

1) The Scope of Work is available on the Attachments tab within the Event on the Supplier Portal.

Article: 2- Compliance with Supplier Diversity Program(s)

1: Minority & Women-Owned Business Enterprise (MWBE)

1) For this Event there is a combined Minority and Women-Owned Business Enterprise (MWBE) goal of 30%.

2: Compliance with Supplier Diversity Programs

1) For more guidance, consult the FAQ document on the attachments tab within the Event.

Article: 3- Meetings Regarding this Event

1: Pre-Proposal Meeting

1) A Pre-Proposal meeting will be held 11 am EST on September 5, 2025. It will be held virtually via MS Teams at the following link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTJiOWZiNDctOTU0ZC00ZDgwLTgzMWEtNzUwMWQ2ODM0MTY4%40thread.v2/0?context=%7b%22Tid%22%3a%2288195651-1460-4f97-9730-5eed171a0143%22%2c%22Oid%22%3a%222a52d61b-b1e8-4e93-b827-1570ca817707%22%7d

2: Interviews

1) During the proposal evaluation process, RGRTA may request the Vendor attend an interview. Scheduling of the time and place of the interview will be arranged by RGRTA. Failure to attend or to schedule the interview in a timely manner may lead to RGRTA finding the Vendor Submission non-responsive.

Article: 4- Award Process Overview

1: General

1) RGRTA will only award to Vendors that are determined responsible. In order to make this Responsibility determination, RGRTA reserves its right to: (a) consider information from other sources such as Vendor's capability and performance under other contracts, past or pending litigation, and other publicly available information; and (b) require a Vendor to provide audited financial statements for the latest three (3) years.

2) Failure to comply by not providing the requested financial information or any reasonable requests for information during the Award Process may result in RGRTA finding the submission as non-responsive.

2: Evaluation of Proposals

1) RGRTA will employ a structured, competitive evaluation process. All proposals will be reviewed and scored based on how well they address the specific needs of RGRTA as outlined in the RFP Submission Requirements & Scoring Criteria document located on the Attachments tab.

3: Single Proposal Response

1) If only one submission is received in response to this Event and it is found by RGRTA to be acceptable, then a price or cost analysis, or both, possibly including an audit, may be performed by or for RGRTA. The Vendor has agreed to such analysis by submission of a response to this Event.

Article: 5- Period of Performance

1: Commencement Date

1) The contract commencement date is the date the contract is fully executed by both parties.

2: Duration of Contract

1) Five (5) years.

3: Assignment & Completion of Work

1) RGRTA may assign work to the Vendor at any time during the term of the contract. Vendor shall be obligated to complete such assignments, even after the contract term passes, pursuant to the last agreed Price(s) in this Contract, unless Vendor is relieved from further performance by RGRTA or a controlling authority of competent jurisdiction.

4: Short Term Extension

1) In the event a replacement contract has not been issued, this Contract may be extended unilaterally by RGRTA for an additional period of up to three (3) months upon notice to the Vendor with the same terms and conditions as the Contract including, but not limited to prices and delivery requirements.

Article: 6- Adjustment to Prices

1: Frequency of Adjustments to Pricing

1) The prices will be held flat during the life of the contract.

Article: 7- New York State (NYS) Clauses

1: Summary

1) The provisions contained herein are the Standard Clauses for New York State Contracts, which are current as of the date of this Contract. All references to the State shall be deemed references to the State and RGRTA. Vendor agrees to be bound by any changes in the clauses which may be amended from time to time and which can be found at <https://ogs.ny.gov/procurement/appendix> or by contacting the New York State Office of General Services. The parties to the attached contract, license, lease, amendment or other agreement of any kind agree to be bound by the following clauses which are hereby made a part of the contract (the word "Vendor" herein refers to any party other than the State, whether a Vendor, licensor, licensee, lessor, lessee or any other party)

2: Executory Clause

1) 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.

3: Non-Assignment Clause

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

4: Non-Discrimination Requirements

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

5: Wage and Hours Provisions

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

6: Non-Collusive Bidding Certification

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

7: International Boycott Prohibition

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

8: Set-Off Rights

1) 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.

9: Records

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

10: Identifying Information and Privacy Notification

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

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

11: Equal Employment Opportunities

1) In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

12: Governing Law

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

13: Late Payment

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

14: No Arbitration

1) 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.

15: Service of Process

1) 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.

16: Prohibition on Purchase of Tropical Hardwoods

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

2) 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.

17: MacBride Fair Employment Principles

1) 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.

18: Omnibus Procurement Act of 1992

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

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

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

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

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

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

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

19: Reciprocity and Sanctions Provisions

1) Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

20: Breach Notification and Data Security Laws

1) Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

21: Compliance with Consultant Disclosure Law

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

22: Procurement Lobbying

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

23: Sales and Compensating Use Tax

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

24: Iran Divestment Act

1) By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

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

3) During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

25: Admissibility of Reproduction of Contract

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

26: Comptroller's Approval

1) In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

27: Workers' Compensation Benefits

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

Article: 8- RGRTA Clauses

1: Annual Review

1) RGRTA shall reserve the right to review this Contract annually, the circumstances relating to this Contract, and Vendor's performance under this Contract.

2: Assignment/Subcontracting

1) This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

2) Vendor shall not, in whole or in part, subcontract any part of this Contract, to any person or entity, not included in any section, component, or provision of this Contract, without the prior written consent of RGRTA, which consent shall not be unreasonably withheld.

3) Vendor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Contract, or any part of it to any person or entity without the prior written consent of RGRTA, which consent shall not be unreasonably withheld.

3: Audit and Inspections

1) Vendor and its employees shall cooperate with any RGRTA personnel reviewing, testing, utilizing, or inspecting Deliverables provided by Vendor.

2) A designated representative of RGRTA shall have the right to monitor the provision of Deliverables under this Contract, which includes access at reasonable times and places to the Vendor's employees, reports, books, records, audits and any other material relating to the delivery of Deliverables.

3) Vendor shall permit RGRTA to inspect all work, materials, payroll, invoices and other data and records relating to the provision of Deliverables. The timing of such inspections shall be at the discretion of RGRTA, provided RGRTA makes a good- faith attempt to avoid interference with Vendor's provision of Deliverables.

4) The obligations of Vendor under this subsection shall survive for six (6) years from the date of receipt by Vendor of all final payments.

4: Availability of Funds

1) This Contract shall be deemed executory only to the extent of the funding available as this Contract may be subject to financial assistance agreements between RGRTA, the Federal government, New York State and other entities. RGRTA may make reductions in this Contract for losses/reductions in its sources of revenue.

5: Changes to Contract

- 1) Any change to this Contract shall be made in writing and signed by both parties. Such changes may be in the form of a change order or any other appropriate document processed by the Procurement Department and properly executed by both parties.
- 2) RGRTA may engage Vendor to perform additional related work at the rates provided in the Contract without further action. However, RGRTA may request the addition of related work or revision of existing Deliverables on this Contract. Vendor shall submit to RGRTA a detailed price and schedule (if applicable) as soon as reasonably possible but no later than thirty (30) calendar days after the request is sent by RGRTA. After the parties agree in principle, a Change Order will be executed by the parties.
- 3) Oral change orders are not permitted. Vendor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by an executed Change Order.
- 4) Changes that are of a "product improvement" nature may occur provided that such changes meet or exceed the requirements of the Contract, and result in an equal or greater value with no change in cost. RGRTA shall approve such changes in writing.
- 5) As updates or new technology become available for software systems, RGRTA may request that such updates be made available. If a proposed update will result in increased cost, Vendor shall determine the additional cost, and RGRTA will determine if it is fair and reasonable, and execute a Change Order.
- 6) Changes necessary because a part or component becomes obsolete may occur. RGRTA shall approve such changes. If a necessary change will result in increased cost, Vendor shall determine the new cost, and RGRTA will determine if the new cost is fair and reasonable and execute a Change Order.

6: Computation of Times

- 1) When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or a legal holiday by law of the applicable jurisdiction, such day will be omitted from the computation.

7: Contract Publicity/Use of RGRTA as a Reference

- 1) Any Vendor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract or the use of RGRTA's logo must be reviewed and approved by RGRTA prior to issuance. If, as part of an effort to obtain work, Vendor identifies or uses RGRTA as a reference any time after the date this contract becomes effective Vendor is permitted to use RGRTA's logo. In the event RGRTA provides an evaluation or opinion of Vendor as a result of being identified or used as a reference, Vendor waives any claim it may have against RGRTA resulting from RGRTA's provision of the evaluation or opinion.

8: Covenant Against Contingent Fees

- 1) Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working for Vendor to solicit or secure this Contract.
- 2) Vendor warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.
- 3) For breach or violation of this warranty, RGRTA shall have the right: (a) to annul this Contract without liability; and (b) in its discretion, to deduct from the compensation to be paid Vendor or otherwise recover the full amount of any such percentage, brokerage fee, gift, or contingent fee.

9: Duties of Vendor

- 1) Vendor shall provide Deliverables in a timely and professional manner using the generally accepted professional standards exercised by Vendor's industry as currently practiced in similar circumstances in the same or similar locality. Upon notice from RGRTA under the provisions of this Contract, Vendor will correct any Deliverables not meeting professional standards, at no additional cost to RGRTA.
- 2) Vendor shall provide Deliverables under the terms and provisions of this Contract and subject to the additional terms set forth and attached and, by this reference, made a part of this Contract.
- 3) Any work performed under a prior Contract shall continue under the terms and conditions of the prior Contract.

10: Excusable Delays

- 1) If Vendor is delayed at any time during the term of the Contract due to the neglect or failure of RGRTA or by a Force Majeure event defined in this Contract, the time for completion of the Deliverables may be extended if: (a) the cause of the delay could not have been reasonably anticipated by Vendor; (b) Vendor demonstrates that the completion of the work and/or any affected deliveries will be actually and necessarily delayed; (c) Vendor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and (d) Vendor makes written request to RGRTA to recognize the Excusable Delay.
- 2) Vendor shall submit an application for an excusable delay pursuant to the Notices section of this Contract as soon as the delay is known. This application shall state in reasonable detail the causes of the delay, the date the delay first occurred, a contingency plan, and how the Vendor will use its commercially reasonable efforts to resume performance within a defined period of time
- 3) If RGRTA agrees an excusable delay exists, neither party shall be liable to the other for any delay in or failure of performance under this Contract and any excusable delay shall not constitute default or give rise to any liability for damages. In the event the excusable delay continues beyond the Vendor's expected date to resume performance, the Parties shall jointly decide on an appropriate course of action. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract.
- 4) RGRTA reserves the right to rescind or shorten any extension previously granted, if it determines that information provided by Vendor in support of a request for an extension of time was not in good faith and would have resulted in a denial of the request for an excusable delay.
- 5) Vendor agrees that during an excusable delay RGRTA may purchase from other sources (without recourse to and by the Vendor for the costs and expenses thereof) to replace all or part of the Deliverables which are the subject of the delay. These purchases may be deducted from the Contract quantities without penalty or liability to RGRTA. Additionally, Vendor will provide RGRTA with access to Deliverables first in order to fulfill orders placed before the excusable delay occurred. RGRTA shall accept allocated performance or deliveries during the occurrence of the Force Majeure event.
- 6) None of the above shall relieve Vendor of any liability for the payment of any liquidated damages owing from a failure to complete the work by the time for completion that Vendor is required to pay pursuant to the "Liquidated Damages" Section of this Contract for delays occurring prior to, or after the completion of the excusable delay.

11: FOIL and Proprietary/Confidential Information

1) RGRTA is a public benefit corporation of the State of New York and, as such, many RGRTA records and documents in RGRTA's possession are subject to disclosure to the public and/or parties resulting from filing Freedom of Information Requests, subpoenas and other legal demands. Therefore, Vendors are advised to review "Submission, Retention and Disclosure of Documents" in the RGRTA Clauses.

2) If the submission contains information deemed to be proprietary or confidential, then the Vendor Submission shall be accompanied by a separate redacted copy of its submittal in PDF format along with a cover letter justifying the requested redactions at the time of submission.

3) Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. Acceptance of the identified information by RGRTA does not constitute a determination that the information is exempt from disclosure under FOIL determinations as to the availability of the identified information will be made in accordance with FOIL at the time a request for such information is received by RGRTA.

4) If the Vendor chooses to declare the information proprietary/confidential and withhold it from release, then it shall defend and hold RGRTA harmless from any legal action arising from such a declaration.

12: Generative Artificial Intelligence (AI) Usage

1) No RGRTA company proprietary information or employee PPI may be disclosed through vendor's use of generative AI tools. Generative AI tools may not be used in any manner which may result in a question of content ownership.

13: Governing Law

1) This Contract shall be governed by, interpreted, construed, and enforced under the laws of the State of New York, and venue shall be in the County of Monroe, Rochester, New York, for any legal action or dispute resolution.

14: Hazardous or Toxic Materials

1) Vendor agrees that it will comply with applicable laws and regulations requiring Vendor to inform its officers, employees, agents, contractors, subcontractors at every tier, and any other party which may come into contact with any hazardous or toxic materials as a result of its performance hereunder, of the nature of such materials, and any health or environmental risks associated therewith. In that respect, Vendor will exercise its independent judgment as to whether it should consult with a more knowledgeable party to determine the nature and extent of any such risks. The treatment of any injuries sustained by any parties coming into contact with any hazardous or toxic materials as a direct and proximate result of Vendor's failure to comply with such applicable laws and regulations shall be the sole responsibility of the Vendor.

15: Indemnification Relating to Infringement

- 1) Vendor will defend, indemnify and hold RGRTA harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs in any action for infringement of a patent, copyright, trademark, trade secret or other proprietary right provided: a) such claim arises solely out of the Deliverables as supplied by the Vendor, and not out of any modification to the Deliverables made by RGRTA or by someone other than Vendor at the direction of the RGRTA without Vendor's approval; and b) RGRTA gives Vendor prompt written notice of any such action, claim suit or threat of suit alleging infringement.
- 2) RGRTA shall give Vendor the opportunity to take over, settle or defend such action, claim or suit at Vendor's sole expense, and to provide assistance in the defense of any such action, claim or suit at the expense of Vendor.
- 3) Such indemnity shall only be applicable in the event of claims, judgments, liabilities and/or costs that may be finally assessed against RGRTA in any action for infringement of a patent, or of any copyright, trademark, trade secret or other third-party proprietary right except to the extent such claims, judgments, liabilities and/or costs arise solely from RGRTA's negligent act, failure to act, gross negligence or willful misconduct.
- 4) If usage of Deliverables shall be enjoined for any reason or if Vendor believes that it may be enjoined, Vendor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for RGRTA the right to continue usage (ii) to modify the Deliverables so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Deliverables or parts thereof, as applicable, with non-infringing Deliverables of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that RGRTA is given a refund for any amounts paid for the period during which usage was not feasible.
- 5) In the event that an action at law or in equity is commenced against RGRTA arising out of a claim that RGRTA's use of the Deliverables under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Vendor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Vendor shall immediately notify RGRTA in writing and shall specify to what extent Vendor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify.
- 6) Vendor shall in such event protect the interests of RGRTA and/or the Authorized User and seek to secure a continuance to permit RGRTA to appear and defend their interests in cooperation with Vendor, as is appropriate, including any jurisdictional defenses the RGRTA may have. This constitutes RGRTA's sole and exclusive remedy for patent infringement, or for infringement of any other third-party proprietary right.

16: Indemnification/Vendor Responsibility

1) Vendor assumes all risk in performing work and providing Deliverables under this Contract and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property.

2) Vendor agrees to protect, defend, indemnify and hold free and harmless all federal, state, and county agencies concerned, RGRTA, and its Covered Persons, regardless of the capacity in which the person is sued, from and against any claims, lawsuits, losses, penalties, damages, expenses, settlements, costs, charges and liabilities of every kind and nature, including, without limitation, court costs and reasonable professional fees and expenses arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character, including injury to person or property of whatsoever kind and nature, arising directly or indirectly out of the negligent, grossly or willful act or failure to act of Vendor, its employees or its agents including, without limitation, Vendor's failure to meet reasonable professional standards; and against all expenses, including reasonable attorneys' fees, incurred by RGRTA in enforcing its rights under this provision.

3) Without limiting the generality of section entitled "Vendor Responsibility / Indemnification", any claims relating to the following shall be included in the indemnity under this Contract: (a) personal injury; (b) death; (c) damage to property; (d) defects in materials or workmanship; (e) actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or any other tangible or intangible personal or property right; or (f) factual or alleged violation of any applicable statute, ordinance, administrative order, rule, regulation, or decree of any court; (g) vendor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its expense and agrees to bear all other related costs and expenses, even if the claims are groundless, false, or fraudulent.

17: Intellectual Property Warranty

1) Vendor shall defend any suit, claim, or proceeding brought against RGRTA to the extent such suit, claim or proceeding is based on a claim that any equipment, item, service or part thereof furnished pursuant to this Contract constitutes an infringement of any copyright, patent of the United States, foreign patent or other intellectual property right. Vendor shall indemnify and hold RGRTA harmless from any and all claims, losses, damages, charges and expenses, including court costs and reasonable attorney's fees, and against all liabilities of any nature whatsoever that RGRTA may sustain or be put to which arise in any way, directly or indirectly, out of any such copyright or patent infringement claims.

2) RGRTA shall advise Vendor of any impending patent suit related to this Contract against RGRTA and provide all information available. Vendor shall defend any suit or proceeding brought against RGRTA based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and Vendor shall pay all damages and costs awarded therein, excluding incidental and consequential damages against RGRTA. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, Vendor shall, at its own expense and at its option, either procure for RGRTA the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

3) Vendor's obligations under this section are discharged and RGRTA shall hold Vendor harmless with respect to the equipment or part if it was specified by RGRTA and all requests for substitutes were rejected, and Vendor advised RGRTA of a potential infringement, in which case Vendor shall be held harmless.

18: Laws and Regulations

- 1) During performance of this Contract, for itself, its assignees, and successors in interest, Vendor agrees to comply with all applicable Federal, State and local laws and regulations. All such laws and regulations shall be deemed to be incorporated herein.
- 2) Vendor agrees that all applicable Federal, State, and local laws and regulations shall be included in every subcontract, including procurements of materials and leases of equipment, unless exempt by regulations or directives issued pursuant to them.
- 3) If the Vendor fails to comply with such provisions of this Contract, RGRTA may impose such sanctions as it, the Federal Transit Administration, and/or the New York State Department of Transportation may determine to be appropriate, including, but not limited to withholding of payments to the Vendor under this Contract until Vendor complies; and/or cancellation, termination, or suspension of this Contract, in whole or in part.
- 4) Vendor shall take such action for any subcontract or procurement RGRTA may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Vendor may request RGRTA to enter into such litigation to protect the interests of the recipient. Vendor may request the United States to enter into such litigation to protect the interests of the recipient or the United States.

19: Non-Disclosure and Confidentiality

- 1) All information of any kind, whether deemed confidential or not, disclosed by RGRTA to the Vendor and all RGRTA information obtained by Vendor and/or to the Vendor's employees, agents and/or subcontractors in any manner during Vendor's performance pursuant to this Contract shall be considered RGRTA Confidential Information. Vendor will not disclose or divulge any such RGRTA Confidential Information to anyone except its employees, agents and subcontractors who have a need to know in order to perform their duties in connection with the obligations of Vendor to RGRTA. Any other disclosure of RGRTA Confidential Information is prohibited without express written permission of RGRTA. Vendor agrees to hold, and to cause all of Vendor's employees, agents, and subcontractors to hold, all RGRTA Confidential Information in confidence and to use the same degree of care, but no less than a reasonable degree of care, to prevent any unauthorized disclosure or publication thereof as Vendor uses to protect its own confidential information.

20: Nonwaiver

- 1) No action or failure to act by RGRTA or Vendor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall any action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

21: Notices

- 1) Notices given to RGRTA under this Contract shall be sent in writing to RGRTA's General Legal Counsel and Director of Procurement & Contract Administration. Notices given to the Vendor under this Contract shall be sent in writing to the person who submitted the Vendor's submission in the Supplier Portal. Such notices may be sent by mail, courier, or electronically. If the either party changes its authorized representative at any time during this Contract, the party must promptly notify the other party in writing.

22: Prohibited Interest

- 1) No Covered Persons, or any organization that employs or is about to employ Covered Persons, shall have any interest in this Contract or the proceeds of this Contract during his or her tenure and for the two years following his or her tenure.
- 2) In the event Vendor is utilizing subcontractors as part of this Contract, Vendor is responsible for ensuring its subcontractor(s) adhere to this Section.

23: Qualifications and Licenses

- 1) Vendor represents and warrants to RGRTA that it and its employees are duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations in this Contract, that it possesses as of the date Vendor commences performance on this Contract, and it will maintain throughout the term of this Contract, all necessary approvals, consents, and licenses from all applicable government agencies and authorities and that it has taken and secured all necessary board of directors and shareholders action and approval.

24: Quantities

- 1) Any referenced quantities are estimates only and there is no guarantee as to the total amount to be purchased.
- 2) RGRTA reserves the right to add or delete any item from the contract if it is determined that it best serves the interests of RGRTA.

25: Relationship of Parties

- 1) For the purposes of this Contract, and during the term of this Contract, Vendor is considered an independent contractor.
- 2) Nothing in this Contract shall be construed to constitute Vendor, or any of its employees, officers, directors, agents, or representatives, as an employee or agent of RGRTA, nor shall Vendor have any authority to bind RGRTA in any respect, it being intended that Vendor shall remain an independent contractor responsible for its own actions.
- 3) Vendor and its employees agree not to hold themselves out as employees or agents of RGRTA due to their participation under this Contract.
- 4) Vendor is not entitled to any of the employment benefits provided by RGRTA to its employees, including, but not limited to, workers' compensation coverage, unemployment insurance, group health or life insurance and pension benefits.
- 5) Vendor shall have the direct and sole responsibility for payment of its employees' wages, benefits, other compensation and federal, state, and local employer obligations.
- 6) RGRTA shall have no responsibility for any of the incidences of employment.
- 7) Vendor shall not engage, either on a full-time or part-time basis, any professional or technical personnel who are, or have been at any time during the term of this Contract, in the employ of RGRTA, except regularly retired employees, without the prior written consent of RGRTA.

26: RGRTA Furnished Property

- 1) In the event that equipment or other goods or materials are specified in the Technical Specifications to be furnished by RGRTA to the Vendor for incorporation in the final product, the provisions in this subsection shall apply.
- 2) RGRTA shall furnish the equipment, goods or materials in a timely manner so as not to delay contract delivery or performance dates; (b) If RGRTA-furnished property is received in a condition not suitable for the intended use, then Vendor shall promptly notify RGRTA, detailing the facts, and at RGRTA's expense repair, modify, return or take such other action as directed by RGRTA. The parties may conduct a joint inspection of the property before Vendor takes possession to document its condition.
- 3) RGRTA retains title to all RGRTA-furnished property. Upon receipt of RGRTA-furnished property, Vendor assumes the charge and care of the property and bears the risk of loss or damage due to action of the elements or from any other cause. Vendor shall provide appropriate protection for all such property during the progress of the Work. Should any RGRTA-furnished equipment or materials be damaged, such property shall be repaired or replaced at Vendor's expense to the satisfaction of RGRTA. No extension of time will be allowed for repair or replacement of such damaged items. Should Vendor not repair or replace such damaged items, RGRTA shall have the right to take corrective measures itself and deduct the cost from any sums owed to the Vendor.
- 4) Warranty administration and enforcement for RGRTA-furnished equipment are the responsibility of RGRTA, unless the parties agree to transfer warranty responsibility to the Vendor.

27: Safety and Protection

1) Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage or injury to or loss of: a) all employees on the site and other persons who may be affected thereby; b) all the work and all products to be incorporated therein, whether in storage on or off RGRTA/RTS property or facilities; c) other property at RGRTA/RTS property or facilities or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. In the event of conflicting terms regarding Safety and Protection between this term, section 5(n) of the RGRTA Construction Base Contract or the Site-Specific Safety Plan, section 5(n) or the Site-Specific Safety Plan shall supersede and control.

28: Scope of Agreement

1) RGRTA retains Vendor to provide the Deliverables set forth in the Event and Vendor agrees to provide Deliverables.

2) Vendor agrees to perform any other work that, although not specifically described, is incidental to or necessary for the provision of Deliverables, for no additional consideration.

3) Nothing in this Contract prevents RGRTA from contracting with or employing additional firms to provide Deliverables to RGRTA or any of its subsidiaries.

4) Unless otherwise authorized in writing by RGRTA, no Deliverables are to be performed or furnished by Vendor until transmittal of an executed Contract from RGRTA to the Vendor.

29: Severability

1) If any provision of this Contract shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

30: Submission, Retention and Disclosure of Documents

1) RGRTA is a public benefit corporation of the State of New York and, as such, many RGRTA records and documents in RGRTA's possession are subject to disclosure to the public and/or parties resulting from filing Freedom of Information Requests, subpoenas and other legal demands. In the event RGRTA receives any subpoenas or other legal demands, RGRTA will notify Vendor of such subpoena or demand in writing, in a manner which will allow Vendor to seek a court order to prevent or limit disclosure unless such notice is prohibited by law.

2) Ownership of Documents: Any letters, documents, reports, and other products and data, which are originally conceived, developed and produced during the course of this Contract specifically for the purpose of completing the Deliverables, shall become the property of RGRTA upon receipt of proper compensation by Vendor. Copies of this material may be made for Vendor's records, but shall not be furnished by Vendor to others without written authorization by RGRTA, which RGRTA may withhold at its sole discretion. Such Deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by RGRTA. RGRTA recognizes that in the course of performing the requested services, Vendor may use standard documentation, manuals, specification paragraphs, drawings and other technical data that Vendor has previously developed.

3) Retention of Plans and Other Data: Vendor shall maintain all books, documents, papers, accounting, records and other evidence pertaining to costs incurred by Vendor in connection with its provision of Deliverables and make the materials available for inspection by authorized representatives of RGRTA at Vendor's office, at all reasonable times during the term of this Contract and for six (6) years from the date of receipt by Vendor of all final payments. Vendor shall provide copies of the materials to RGRTA upon request, at RGRTA's expense.

4) Subpoenas and Legal Demands for Records: The parties shall respond to all properly issued subpoenas and other legal document demands. Upon receipt of a subpoena or legal demand for material relating to this Contract, the receiving party shall notify the other party of said subpoena or legal demand in a time frame and manner fashion sufficient to allow the other party to move against the subpoena or legal demand if they so desire.

31: Survival of Obligation

1) All representations, indemnifications, warranties and guarantees made in, required by or given accordance with the Contract, as well as all continuing obligations indicated in the Contract will survive final payment, completion and acceptance of the work or termination or completion of the Contract or termination of the services of Vendor.

32: Suspension of Work

1) RGRTA may at any time and for any reason within its sole discretion issue a written order to the Vendor suspending, delaying or interrupting all or any part of the work for a specified period of time.

2) Vendor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the work covered by the suspension during the period of work stoppage. Vendor shall continue the work that is not included in the suspension and shall continue such ancillary activities as are not suspended. Vendor shall resume performance of the suspended work upon expiration of the notice of suspension, or upon direction from RGRTA.

3) Vendor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by Vendor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of Vendor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, Vendor shall submit to RGRTA a detailed price and schedule proposal for the suspension, delay or interruption.

33: Termination

1) RGRTA's rights and remedies under Contract are in addition to, and not in lieu of, any other rights and remedies available or provided by law.

2) Vendor agrees that this Contract may be terminated if any work under this Contract is in conflict with the provisions of either: (a) Section 74 of the New York State Public Officers' Law, which establishes a Code of Ethics for New York State officers and employees, or (b) RGRTA's Code of Ethics available at <http://www.myrts.com/About-Us/Policies-and-Procedures>; (c) the parties shall fulfill any obligation incurred prior to the termination date of the Contract under the same terms and conditions. In the event of a partial termination, Vendor shall continue performance of any non-terminated portion of the Contract. If either party is in possession of any of the other party's property, the parties shall return or dispose of the property as directed by the other party within five (5) business days, which may be extended by mutual written agreement. Such written agreement may include electronic communications that demonstrate concurrence of both parties.

3) If an event of default occurs, RGRTA may, at its sole discretion, elect to either (a) terminate for convenience or (b) terminate for default, in whole or in part, following the process described below for each respective action, and also pursue all remedies that it may have under applicable law.

34: Termination for Convenience

1) RGRTA may terminate this Contract, in whole or in part, at any time. A notice of this action shall be delivered following the section of the Contract entitled "Notice Requirements".

2) Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination, provided that it submits its claim for these items to RGRTA within forty-five (45) days of termination.

35: Termination for Default

1) The following shall be events of default under this Contract: (a) failure by Vendor to perform in a timely and satisfactory manner any of its obligations under this Contract; (b) if any representation or warranty made by Vendor, either in its response to RGRTA'S Event or in its response to this Contract, proves to have been false or misleading in the opinion of RGRTA in any respect; or (c) failure by Vendor to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Contract, unless RGRTA shall agree in writing to an extension of such time to perform prior to its expiration.

2) If RGRTA pursues a termination for default, the parties agree to the following process: (a) RGRTA provides written notice to the Vendor regarding the default along with a direction to cure. The notice shall be delivered following the section entitled "Notice Requirements"; (b) Vendor shall be provided five (5) business days to affect cure. The duration of the cure period may be extended by a mutual written agreement in any form that demonstrates concurrence of both parties; (c) if, in the opinion of RGRTA, Vendor fails to cure the default(s) in compliance with this section, RGRTA may terminate this Contract without incurring any further obligation to the Vendor; (d) if Vendor is terminated following the Termination for Default process above, RGRTA may obtain Deliverables, conforming to the scope of this Contract, elsewhere and charge Vendor with any cost or expense incurred above that stated in this Contract until RGRTA is able to execute a new Contract for Deliverables or the remaining duration the existing Contract with Vendor whichever comes first.

36: Travel Expenses

1) Any travel or related incidental costs included in the Vendor Submission and agreed to by RGRTA will be paid based on actual expenses at an amount not to exceed GSA rates for Rochester, New York.

37: Waiver of Breach and Exercise of Rights

1) No failure on the part of either party to exercise any rights, no course of dealing with respect to any right, and no waiver of any breach under this Contract shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies in this Contract are cumulative and are not exclusive of any other remedies provided by law.

38: Waiver of Immunity Provision

1) Vendor agrees to the provisions of New York Public Authorities Law §2875. Ground for Cancellation of Contract by Public Authority.

2) New York Public Authorities Law §2875 requires that upon the refusal by a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or Contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or Contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contracts with any public authority or official thereof, for Deliverables, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancelation or termination, but any monies owing by the public authority for Deliverables completed prior to the cancelation or termination shall be paid.

Article: 9- MWBE Clauses

1: Applicability

1) This Article applies if the value of the contract is excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

2) If this contract does not meet the criteria above, but an executed change order to the contract results in exceeding the thresholds above, then the Vendor will be required to comply with the MWBE clauses included herein.

2: General Provisions

- 1) RGRTA is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts.
- 2) The Vendor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to RGRTA, to fully comply and cooperate with RGRTA in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). The Vendor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- 3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness and/or non-responsibility, breach of contract, assessment of liquidated damages or such other remedies available to RGRTA pursuant to the Contract and applicable law.

3: Contract Goals

- 1) The MWBE goal for this Contract is included on the Cover Page of this Contract and Vendor's commitment to meet the goal is included in the Utilization Plan.
- 2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goal, the Vendor should reference the online directory of MWBEs at <https://ny.newnycontracts.com>.
- 3) The Vendor understands that only sums paid to MWBEs for the performance of a commercially-useful function (as defined in 5 NYCRR § 140.1) may be applied towards the achievement of the applicable MWBE participation goal.
- 4) For construction projects, the portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
- 5) If the Vendor is unable to meet the goal, it must document "good-faith efforts" to do so. This documentation shall include, but not necessarily be limited to: evidence of outreach to MWBEs; any responses by MWBEs to the Vendors outreach; copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications; dates of attendance at any pre-bid/proposal meetings, if any, scheduled by RGRTA; and, information describing specific steps undertaken by the Vendor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.
- 6) RGRTA may declare a Vendor non-responsive if Vendor fails to: (a) submit an Utilization Plan; (b) submit a written remedy to a notice of deficiency; (c) submit a request for waiver; or (d) failed to adequately document good-faith efforts in the opinion of RGRTA.
- 7) Vendor agrees that RGRTA may withhold payment pending receipt of required MWBE documentation.

4: MWBE Utilization Plan

- 1) The Vendor agrees to adhere to the Utilization Plan accepted by RGRTA.
- 2) Any modifications or changes to an accepted Utilization Plan during the term of the Contract must be reported on a revised Utilization Plan and submitted to RGRTA for review and acceptance. RGRTA will advise the Vendor of RGRTA's acceptance or issue a notice of deficiency to the Vendor.
- 3) If RGRTA, upon review of the Utilization Plan, quarterly MWBE Vendor Compliance Reports or any other relevant information, determines that the Vendor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, RGRTA may issue a notice of deficiency to the Vendor.
- 4) If a notice of deficiency is issued, the Vendor will be required to respond to the notice of deficiency with a written remedy within seven (7) business days of its receipt. If the written remedy is found by RGRTA to be inadequate, RGRTA will notify the Vendor and direct them to submit a request for a partial or total waiver of MWBE participation goals within five (5) business days or other timeline as required by RGRTA.
- 5) Vendor further agrees that failure to adhere to said Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, RGRTA shall be entitled to any remedy provided herein.

5: Request for Waiver

- 1) If the Vendor, after making good-faith efforts, is unable to achieve the MWBE Contract Goals stated herein, in accordance with 5 NYCRR § 142.7, the Vendor may submit a request for a waiver to RGRTA. Such waiver request must be supported by evidence of the Vendor's good-faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, RGRTA shall evaluate the request and issue a determination.

6: Quarterly MWBE Vendor Compliance Report

- 1) In accordance with 5 NYCRR § 142.11, Vendor will be required to submit reports on a quarterly basis to RGRTA documenting the progress made toward achievement of the MWBE goals of the Contract. These reports are due: April 6, July 6, October 6 and January 6. If this date falls on a weekend, the report will be due the following business day.

7: Liquidated Damages - MWBE Participation

- 1) In accordance with 5 NYCRR § 142.13, the Vendor further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in this Contract, such finding constitutes a breach of contract and RGRTA may withhold payment as liquidated damages.
- 2) Liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Vendor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- 3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by RGRTA, the Vendor shall pay such liquidated damages to RGRTA within sixty (60) days after they are assessed. If the Vendor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Vendor following the complaint process.

Article: 10- Equal Employment Opportunity Clauses

1: General Provisions

- 1) The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- 2) Vendor shall provide its Equal Employment Opportunity (EEO) policy or affirmation that it has adopted the model EEO policy statement provided by RGRTA.
- 3) Vendor and each of its subcontractors shall submit a Workforce Utilization Report, as required by New York State on a quarterly basis for commodities and services contracts over \$25,000 during the term of the Contract. The format of such report may be modified from time to time.
- 4) Pursuant to Executive Order #162, the Vendor and its subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.
- 5) The Vendor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Vendor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Article: 11- Billing, Payment Terms, and Taxes

1: Submission of Invoices

- 1) Vendor shall submit a proper and correct written invoice to RGRTA for Deliverables performed. Unless stated otherwise in the Event, each invoice shall be considered proper and correct when it includes at least the following information: Purchase Order (PO) number; itemized Deliverables provided with corresponding Contract prices; outstanding balance, if applicable; total due for the invoice; if New York State Prevailing Wage laws apply to this Contract, Vendor shall submit certified payroll with each invoice; If subcontractor(s) are utilized, Vendor shall submit copies of received invoices with the submission of RGRTA's invoices.

2: Payment

- 1) All amounts due and owing shall be paid by RGRTA within thirty (30) days of receipt of a properly submitted invoice subject to RGRTA's acceptance of the Deliverables provided. RGRTA will not pay any Subcontractor directly. Subcontractor shall submit invoices to the Vendor.

3: Taxes and Fees

- 1) Unless otherwise provided in this Contract, Vendor shall pay all federal, state and local taxes, and duties applicable to and assessable against any work, goods, services, processes and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business and special taxes. Vendor is responsible for ascertaining and paying the taxes when due. The total Contract price shall include compensation for all taxes Vendor is required to pay by laws in effect on the Proposal Due Date. RGRTA is exempt from payment of New York State and local taxes. Vendor is referred to 20 NYCRR 528.16 and 528.17 for examples of purchases which do or do not qualify for the New York State tax exemption for tax exempt organizations. Vendor will maintain auditable records, subject to RGRTA reviews, confirming that tax payments are current at all times.

Article: 12- Event Notices

1: Acceptance of Contract Terms

- 1) Submission of a response to this Event indicates agreement with and acceptance of all the terms and conditions (or as amended prior to the closing of the Event).

2: Brand Name or Approved Equal

- 1) If any manufacturer name, trade name, brand name and/or model/catalog numbers are used in this Event, they are solely to establish a quality level desired and are not intended to restrict competition.
- 2) The Vendor may offer any brand which meets or exceeds the specifications for any item(s). If submissions are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number.
- 3) Vendor shall submit complete descriptive literature and/or specifications with the submission (a) The burden of proof for specification compliance is solely on the Vendor. (b) RGRTA reserves the right to be the sole judge of what is an approved equal. (c) If Vendor fails to name a substitute, it will be assumed that the Vendor Submission conforms in all aspects to the requirements of the Event, and that the Vendor intends to furnish identical Deliverables.

3: Clarifications, Modifications, and Questions

- 1) Vendors shall examine all documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors are found, the Vendor shall contact the Procurement Officer immediately.
- 2) All questions or clarifications regarding this Event must be submitted in the Supplier Portal before the Deadline for Questions date identified in the Summary Tab.
- 3) Amendments issued within the Event shall serve as the sole means of either amending the Event or addressing questions and clarifications.
- 4) It is the Vendors responsibility to ensure they have reviewed amendments. Such amendments will become binding on all parties. If an Event is amended after the Vendor has submitted the response, the Vendor shall honor any of the changes made in the Amendment. Vendors have the opportunity to modify or withdraw their response prior to the closing of the Event.
- 5) Only written explanations, instructions, or changes issued by RGRTA within the Event will be effective. No other information obtained by Vendor is binding on RGRTA.
- 6) RGRTA may cancel, postpone or amend the Event at any time prior to the closing of the Event. RGRTA also reserves the right to cancel or re-issue the Event at its sole discretion. If, in the opinion of RGRTA, the revisions or amendments will require additional time, the Closing Date will be extended for all Vendors.

4: Contact with RGRTA Staff

- 1) Pursuant to State Finance Law §§139-j and 139-k and New York Executive Order 127, this Event imposes certain restrictions on communications between RGRTA and Interested Parties.
- 2) No one may contact RGRTA or any of its officers, directors or employees, other than the designated Procurement Officer identified, with respect to the Event during the period starting with the earliest notice of intent to issue the Event through final award and approval of the Contract by RGRTA (called the "Restricted Period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).
- 3) RGRTA officers, directors and employees are required to obtain certain information when contacted during the Restricted Period and are also required to make a determination of the responsibility of the person initiating the contact or on whose behalf the contact is initiated.
- 4) Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the party initiating the contact or whose behalf the contact is initiated will be debarred from obtaining governmental procurement contracts.
- 5) Clarifications about these requirements can be requested from the the designated Procurement Officer identified in the Event.

5: DeBrief

- 1) If the Vendor would like a debrief on its submission, RGRTA will provide one via phone or video conference after the contract has been executed with the awardee(s).

6: Documents to be Provided After Notice of Award

- 1) Vendor shall furnish any required bonds, and copies of the required certificates of insurance pursuant to the Event within fourteen (14) calendar days after the date of receipt of the notice of award.
- 2) Failure to fulfill these requirements within the specified time may lead to RGRTA awarding to another Vendor.

7: Eligibility of Vendors

- 1) Submissions will only be accepted from Vendors that can demonstrate they have experience providing the Deliverables requested by RGRTA in this Event.
- 2) Vendors on the U.S. Comptroller General's List of Ineligible Contractors cannot participate.

8: Errors in Pricing

- 1) If an error in the extension of prices occurs, the unit price will prevail.
- 2) No adjustments will be made in the amount to be paid by RGRTA under the awarded Contract due to any misunderstanding or lack of knowledge on the part of the Vendor regarding liability or the amount of tax(es) for which the Vendor is liable or responsible for by law under the awarded Contract or because of any increases in tax rates imposed by any Federal, State or local government.

9: Event Timeline

- 1) RGRTA reserves the right, at its sole discretion, to adjust the Event dates as it deems necessary.

10: Event Definitions

- 1) Conditional submission is defined as a situation where the Vendor Submission is dependent on certain conditions being met by RGRTA in order for the Vendor to sign the Contract. Conditional submission is used interchangeably with conditional bid or qualified bid.
- 2) Responsible Vendor is defined as a Vendor that demonstrates the capability to satisfy the commercial and technical requirements set forth in the Event.
- 3) Responsive Vendor Submission is defined as a proposal that follows the requirements of this Event, includes all documentation, is submitted in the format outlined herein, is of timely submission, and has the appropriate signatures as required on each document.

11: FOIL and Proprietary/Confidential Information

- 1) Records and documents submitted as part of this Event are subject to New York State's Freedom of Information Law (FOIL). Vendors are advised to consult the FOIL section of the RGRTA Clauses for their obligations under FOIL.

12: Modification of Vendor Submission

- 1) Please consult the Supplier Portal User Guide on the process to modify a submission prior to the closing of the Event.
- 2) A modification of a Vendor submission already received will be accepted by RGRTA only if (i) the modification is received prior to the submission deadline; (ii) is specifically requested by RGRTA; or (iii) is made with a requested BAFO.

13: Ownership and Cost of Vendor Submission

- 1) All submissions will become the property of RGRTA. This Event does not commit RGRTA to enter into a contract. Vendor is responsible for all costs associated with its participation in this Event.

14: Protest Policy/Procedure

- 1) RGRTA's policy and procedure for the administrative resolution of protests is provided on following website: <https://www.myrts.com/Do-Business-With-Us/Procurement/Procurement-Policies-Procedures>.
- 2) The Federal Transit Administration (FTA) Third Party Contracting Circular addresses protests where federal funds are involved. The current version of the FTA Circular is available at www.transit.dot.gov/regulations-and-guidance. FTA will only review protests regarding matters that are primarily of Federal concern.

15: Requesting Changes to the Scope or Contract Terms

- 1) Any request for clarifications or changes to anything included in the Event must be submitted through the Supplier Portal by the Deadline for Questions date identified in the Summary Tab.
- 2) RGRTA will not entertain any exceptions to the Federal clauses (if applicable) or New York State clauses.
- 3) Vendor Submissions that contain any changes to the terms and conditions of this Event, including Attachments that are unapproved by RGRTA in an Amendment may be rejected or considered at the discretion of RGRTA.
- 4) Contract modifications may not be reflected in the final contract documents if the contract is awarded to a Vendor other than the one(s) who submitted the request or joined in the request for modification, at the sole discretion of RGRTA.

16: Submission Instructions

- 1) All Vendor Submissions must be submitted solely through the Supplier Portal before the close of the Event. The system will not accept late submissions. A guide with submission instructions is available at <https://supplierportal.myrts.com>. In the event the Supplier Portal is unavailable, RGRTA will notify Vendors on the Plan Holders List through an amendment extending the deadline or with alternate submission instructions.

17: System Dates & Times

- 1) The dates and times shown on the portal are adjusted to the time zone of the viewer. Note: Any references to times in email communications and/or other documents on the Event are EST.

18: Validity of Submissions

- 1) The Submission shall be binding for one -hundred eighty (180) days after the due date. This may be extended at the consent of both parties by email or other written means.
- 2) Submissions shall adhere to the terms and conditions of this Event. Ignorance of the requirements will not relieve the Vendor from liability and obligations under the submission offered by the Vendor or the resulting contract.
- 3) Conditional submissions are not accepted and will be determined non-responsive.
- 4) Unless specified otherwise by RGRTA in writing, no Vendor will be allowed to offer more than one product for a single item, even if they feel that they have two or more types or styles that will meet specifications. Vendor must determine for themselves which one to offer.
- 5) RGRTA reserves the right to reject any and all submissions, to waive any informality therein, to re-advertise the Event, and to accept any proposal deemed to be most favorable to RGRTA.

19: Withdrawal of Submission

- 1) Vendor may withdraw its submission prior to the closing date. Please consult the Supplier Portal User Guide on the process to withdraw a submission.
- 2) A request to withdraw the submission after the submission deadline shall be sent via email to the Procurement Officer and is subject to approval of RGRTA.

Questions To Be Answered With Response

Question 1: Submit your Vendor Certifications Form, in response to this question.

Valid Values: 1. Form Completed and Attached

Question 2: Submit your Technical Proposal, in response to this question.

Valid Values: 0. Technical Proposal attached

Question 3: Submit your Price Form/Price Proposal, in response to this question.
Valid Values: 0. Price Form/Price Proposal attached

Question 4: Submit your W-9, in response to this question (Please ensure the form version is the most recent revision issued by the IRS found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. The form need to be completely filled out, signed and dated.)
Valid Values: 0. Completed W-9 attached

Question 5: Vendor verifies it has read and understands the MWBE Clauses, and, if awarded a contract, intends to comply with those requirements in the manner identified below (select your answer in response to this question).

1) Meet or Exceed Goal as a Certified MWBE Prime Contractor - Vendor, a self-performing MWBE firm, has attached proof of current NYS MWBE certification and is committed to meet or exceed the MWBE Goal set forth in the Event as evidenced by the Utilization Plan provided with its submission. If the MWBE Prime is subcontracting a portion of the Scope of Work to a non-certified firm, those subcontractors are detailed on its Utilization Plan.

2) Meet or Exceed Goal through Subcontracting - Vendor is committed to meet or exceed the MWBE Goal set forth in the Event as evidenced by the Utilization Plan provided with its submission.

3) Utilizing MWBE Subcontractors but Not Meeting Goal - Vendor is committed to meeting a portion of the goal as evidenced by the Utilization Plan provided with its submission. Vendor is including the attached MWBE Waiver Request Form for the unfulfilled portion of the MWBE goal with its submission, which documents its good faith efforts to meet the goal.

4) No MWBE Utilization - Vendor is unable to meet the MWBE goal and is including the attached MWBE Waiver Request Form with its submission, which documents its good faith efforts to meet the goal.

Valid Values: 0. Meet or Exceed Goal as Prime Contractor

Valid Values: 1. Meet or Exceed Goal through Subcontracting

2. Not Meeting any of the Utilization

3. Utilizing Certified Sub; but Not Meeting Goal

Question 6: If you indicated you are either partially or not meeting the MWBE goal in the previous question. A completed waiver and good faith efforts supporting documents are required.

Are you requesting a waiver for this goal? If yes, attached the completed forms.

Question 7: Submit your Utilization Plan for MWBE and/or SDVOB goal compliance, in response to this question.
Valid Values: 1. Utilization Plan attached

Vendor Q & A

Suppliers Notified	Supplier Responses	Number of Lines	Lines Awarded
0	0	1	0