Greene County Economic Development, Tourism, and Planning Department
Request for Proposals for the Equipment, Maintenance, and Operation of Greene County Transit

1. INTRODUCTION

1.1. Purpose

Greene County is advertising this request for proposals to select a third party for the on-going equipment, maintenance, and operation of its coordinated mass transportation system. The Vendor will provide transportation services open to all Greene County residents and visitors, while accommodating the special needs of Greene County's veteran, elderly, low-income, and disabled populations.

The Vendor will be a major partner in the administration of Greene County's transit program by leading in the following areas:

- Using the Greene County bus fleet to provide fast, reliable, safe, and convenient transit to a County of over 47,000 individuals.
- Keeping Greene County's fleet of 10 buses well maintained, equipped, and moving over 16,000 miles each year on 8 routes, subject to change according to mutually agreed upon extensions/reductions by County, Vendor, and NYSDOT.
- Staffing, organizing, training, and managing day-to-day decisions of a dynamic workforce of dispatchers, drivers, mechanics, and transit professionals.

1.2. Proposal Timeline

Procurement Published	August 7, 2026
Procurement Closed	September 8, 2026 at 2:00 pm
Awarded Contract Fully Executed	September 16, 2026

1.3. Point of Contact

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1.4. Period of Performance

Two (2) years, with three (3) one (1) year options to extend at Greene County's sole option.

2. BACKGROUND

There were upwards of 6.9 billion public transportation trips moving passengers 35 billion miles in the United States at the last FTA estimate, and Greene County has had its share. The Greene County Transit System ("GCT") has had to consider the needs of its clients, both residents and visiting tourists, the reestablishment of Greene County's transportation advisory board ("TAB"), filling a variety of open yet essential positions, and remaining up to date on an ever-evolving funding environment.

The first public transportation system in Greene County is credited to the Mountain View Coach line between Coxsackie and Albany first offered in 1915. Later, the first publicly financed system began sometime in the 1990s branded Rip Van Winkle Express after the 1819 short story by Washington Irving set in New York's Catskill Mountains. Current operations can be traced to June 2016 with the merger of the Rip Van Winkle Express system and ARC of Ulster-Greene into today's GCT. While there have been several operators of the transit system, the mission to move people to places which make life worthwhile has not been unaltered in over one hundred years of service.

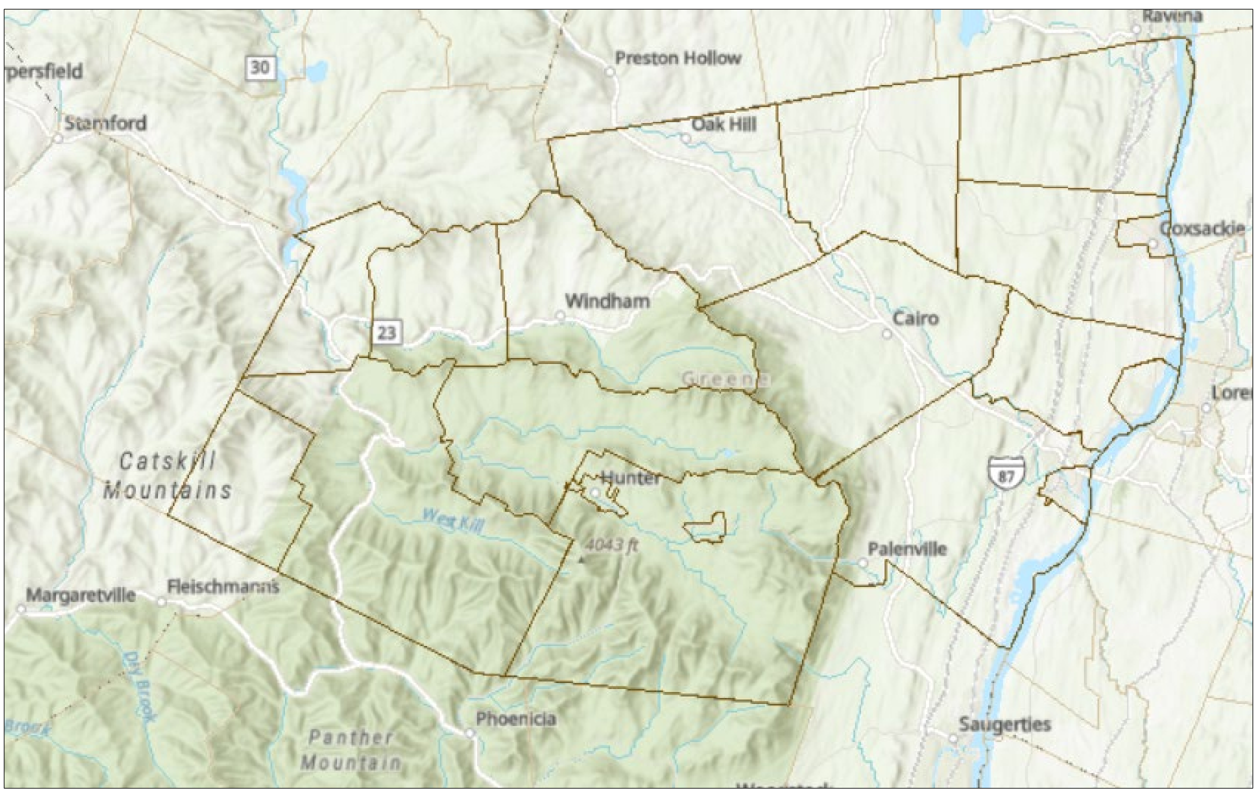

Figure 1. Greene County Location Map. Source: Greene County GIS. https://gis.gcgovny.com/greenewebmap/

Greene County has a rural character enriched with many of the best state parks available anywhere. However, it experiences the challenge common to all rural communities: distance. More miles to travel and fewer patrons to pay for them may leave many areas without a commercially viable route. Many current fixed routes, found in Appendix 8.8, leverage the County's five (5) incorporated villages, fourteen (14) incorporated townships, and dozens of unincorporated hamlets as anchors between countryside destinations.

Many of the clients living long distances from major shopping areas, doctors and hospitals, and social service programs designed to assist low-income families and individuals, are low-income themselves. Consequently, they are less likely to travel and less likely to receive the benefits of county programs. Likewise important obligations such as court dates are missed, and in these cases lack of transit service is frequently the first defense cited. Such clients cannot be expected to pay the full cost of the transportation services and fares charged only cover a small portion of funding for trips. Greene County continues to serve as municipal sponsor for most programs, keeping costs to a minimum.

One does not need to be low-income to depend on transit. Many elderly residents take their first GCT trip well into retirement as they age in place. Transit availability is not always a factor in where people choose to live, and resources for senior population are specifically allocated to encourage their continued independence. Those with limiting travel disabilities regardless of age have historically been a priority for service within the Greene County Transit system. Special client groups including veterans are offered free travel, as are seniors. College students may use transit to get to classes at Columbia-Greene. The Operator must balance the needs of a wide range of clients, often with limited information and resources available to do so.

Coordination between the operator and other providing similar services is primarily facilitated through the County's sponsored Mobility Manager and the Transportation Advisory Board ("TAB"). While TAB has met in the past, there has been a renewed effort to collaborate interdepartmentally through on a semi-monthly basis. The Operator is a major stakeholder as the largest provider of public transportation and largest recipient of public support, and its routes and schedules set the standard for other transportation operations working throughout the county. TAB provides the forum for coordination, as well as soliciting input and advice on operational policy.

Driver shortages remain a major operational challenge. Routes 700 and 701 have been temporarily discontinued as of March 2026 citing ongoing labor shortages. On this issue, the Operator is expected to work diligently against national trends, foster a good working environment, seek out partnerships with workforce development and others to attract new hires, and be empowered by their organization to fill positions necessary to deliver services and avoid route closures when possible.

All transit operations are fiscally constrained, and an awareness of financial obstacles will be necessary to overcome limitations, control expenses, and operate affordably. There are three (3) significant sources of revenue for transit operations:

- Direct subsidies, grants, or gifts
- Fares and other payments from passengers
- Contracts with non-transportation firms and agencies

Based on prior years, which sets expectations for future funding sources, total program funding sources for calendar year 2026 are expected to fall within the range of $1 million and $2 million.

These funding source amounts are expected to be carried through each year of the term of the operator agreement executed by the County and the successful vendor.

Contracts and cost-sharing approaches are probably the most promising funding sources for new operations. Social services agencies in some cases pay social workers to act as taxi drivers for clients. Some employers may find they can reduce absenteeism and tardiness by providing transportation to certain workers. If transportation can be offered to organizations at less than it costs them presently, it might be possible to have sufficient revenues left over to expand services on primary routes.

3. SCOPE OF WORK

The Vendor will work closely with the Greene County Economic Development, Tourism and Planning Department ("Program Manager") to ensure the best possible transit system is available for use by the residents of and visitors to Greene County ("County"). The Vendor will demonstrate an ability to work closely with the Program Manager towards the continued coordination of all transportation systems/networks, including private, public, and not-for-profit agencies to maximize use of all existing vehicles, to fulfill unmet needs, and to reduce duplication of services.

GCT services will be developed cooperatively by the Program Manager on behalf of Greene County and the Vendor. Routes and schedules are periodically amended based on the needs of the transit system with the Vendor playing an essential role in providing data and their direct knowledge of operations. The parties understand scheduling and route locations may be modified based on the needs of other agencies.

Greene County, the NYSDOT, and/or the FTA may change its rules, policies, or regulations during the contract period which may require a change in the services required of the Vendor. If regulatory changes affect the contractors' costs, they will be addressed by contract amendment.

The following sections describe the specific services to be provided to Greene County and the duty of care for its property which will be required under the resulting contract.

3.1. General Operations

3.1.1. Routes

Greene County Transit currently operates as a series of eight (8) fixed routes with paratransit / dial-a-ride available in areas not serviceable by fixed-route. The current route schedules and maps are described in Appendix 8.8. The Vendor will continue services which are consistent with current operations unless and until routes are amended by the County. Proposals should be familiar with these routes and not include deviations or new routes in their proposals.

3.1.2. Service Area

The service area is Greene County. Additionally, the Vendor may operate routes coordinated with neighboring counties to improve regional transportation such as feeder routes for connections to CDTA, UCAT, SCPT, and other surrounding areas. Currently Teal Route / Route 711 (Appendix 8.8.5) is Greene County's primary regional connector.

3.1.3. Service Coordination

Pursuant to federal transit law as amended by SAFETEA–LU, Greene County utilizes a coordinated transportation / human service transportation plan to minimize duplication of services provided under its Section 5310 and 5311 programs. If it becomes apparent to Greene County that different service providers within its jurisdiction provide duplicative services (transporting individuals to and/or from the same or similar locations at the same times), Greene County will work with both providers to determine if there is an equitable way to combine the duplicated routes with its Mobility Manager. The Vendor will be a key participant in the development and implementation of the coordinated plan.

The Vendor will also be responsible for operating and maintaining greenecountytransit.com, the Program's existing website. The website houses route times and locations as well as information relating to dispatch contact, ridership, deviation and maintenance notices, program background, and other pertinent contact and route updates. The Vendor will be comply with any and all applicable requirements set forth by the American Disabilities Act (ADA) and Web Content Accessibility Guidelines (WCAG) including, but not limited to, Title VI and ADA Complaint Forms. See additional website and complaint requirements under Section 3.5.9.

3.1.4. Flag Stop Service

All routes include provisions for flag stop service available between fixed stop points.

3.1.5. Route Deviation

All routes may require a bus to deviate from its fixed route up to ¾ of a mile on either side of the scheduled route to accommodate those with travel limiting disabilities. A record of such deviations will be maintained for the Program Manager to periodically re-examine this standard and coverage. Rates changed for route deviation will be at the discretion of Greene County.

3.1.6. Service Interruptions

If the Vendor is unable to perform an assigned stop within on-time performance standards, the Vendor must notify the public through the GCT website, social media, and other outlets identified as appropriate by the Program Manager. Repeated non-performance without cause may be considered a breach of the service contract.

In the event of service disruption for cause, such as an unforeseen medical emergency, the Vendor will notify the Program Manager immediately of the interruption in service and state its plan to correct for the disruption. Compensation for increased milage resulting from the corrective strategy will not be accepted without notification and the consent of the Program Manager. The Vendor must notify the public through the GCT website, social media, and other outlets identified as appropriate by the Program Manager immediately following a route delay/cancellation/disruption.

For in-progress routes, the Vendor must be able to dispatch and have a replacement vehicle underway within thirty (30) minutes of notification from the driver that there has been a vehicle failure that will accommodate onboard passengers.

All accidents or incidents arising while operating transit services will be reported immediately to the Program Manager by telephone, and again in writing within twenty-four (24) hours of the occurrence. All accidents or incidents require a police report, to be filed by the Vendor following notice to the Program Manager. The Vendor will obtain a copy of any police report and provide this to the Program Manager within five (5) working days of the incident.

3.1.7. Hours of Operation

Services will be operated, at a minimum, on weekdays from 8:00am to 5:00pm. Extended services may be required for limited and specific engagements meeting off-hour peak demand needs.

The Vendor must always be reachable by its clients during ordinary hours of operation and will maintain reliable lines of communication for phone and internet. Buses will display contact information for the operator including contact information including phone, address, email address, website, and telephone on their interiors.

3.1.8. Notice

The following list describes the specific types of occurrences when notice must be given to the Program Manager. Telephone or written notice within twenty-four (24) hours is generally acceptable except where otherwise detailed in this scope of work.

- Accidents involving vehicles, pedestrians, animals, major equipment, and highway/transit/utility infrastructure
- Bi-annual State inspection
- Crime / police reports
- Employee alcohol and drug test results
- Newly out of service / disabled vehicles
- Schedule deviations
- Staff changes, reassignments, and new hires.

3.1.9. Marketing

The Vendor will market and promote the programs and services offered to the public. Marketing strategies must take into consideration the specific needs of veteran, elderly, low-income, and disabled populations to promote the use of services available to these groups.

Greene County, NYSDOT, and FTA logos should be used in promotional materials subject to the approval of each agency's program or project manager.

3.1.10. Signage

No scheduled bus stops have signage or markings. Should new signage be installed during the term of the contract, the Vendor's drivers will note any poor condition or missing signage on their Driver Daily Log and notify the Program Manager through the Operator. The Program Manager will coordinate the production and replacement of new signs through its Highway Department using reports provided by the Operator.

3.2. Revenue

3.2.1. State Transportation Operating Assistance ("STOA")

The Program Manager will submit quarterly STOA reimbursements to the New York State Department of Transportation while the Vendor is obligated to provide the proper data to the County for submission. Greene County will retain all STOA money associated with its transit program. STOA data including, but not limited to, DVIR information, is to be delivered to Program Manager by Vendor on a weekly basis unless otherwise mutually agreed upon in writing.

3.2.2. Fare Rate Establishment

All cash collected will be recorded and reported to the County monthly. Fares will be credited on the Vendor invoices as non-contract revenue.

Fare rates are established annually for operational expenses beyond revenue from federal, state, and county sources for the given year. Fare rates will be established and implemented as identified in a fully executed agreement signed by authorized representatives from Vendor, County, and New York State Department of Transportation.

Proposers will provide a secure method of collecting fares. The Vendor, and not Greene County, will be responsible for lost, stolen or missing fares. The Vendor will collect all fares prior to moving the vehicle and record them on the Driver Daily Log.

Drivers are not required to make change, and all passengers are required to board the vehicle with the exact fare(s).

3.2.3. Fare Collection

The Vendor will collect rider fares manually. Digitized / hybrid updated fare collections systems may be added, and the Vendor agrees to use systems as required for fare collection. Pre-sale fare options must be made available for purchase through the Vendor at a rate established by Greene County.

All monies generated through farebox collection and pre-sale fares (i.e. tokens, passes, vouchers) are the property of the Vendor provided they are accurately reported to the Program Manager on a quarterly basis. The FTA, NYSDOT and Greene County at any time may conduct an audit of fare records kept by the Vendor.

3.2.4. Fuel

To save excess fuel costs, the Vendor will only use the County's fuel supply located at its highway fueling station subject to the favorable rates set by the County Highway Department. While fueling vehicles, the Vendor will follow County Highway Department protocols. The Vendor will credit the operations bill equal to the value of the fuel received as non-contract revenue. Fuel charges will not be considered an eligible expense for reimbursement under this cost-saving arrangement. Any type of fuel is eligible for reimbursement under this paragraph, including diesel, gasoline, and alternative fuels as may be offered by the County.

3.2.5. Advertising

Greene County reserves the right to advertise or sell the right to advertise on buses owned by Greene County. Advertisements may include full wraps, side panels or interior advertising visible to onboard passengers. The Vendor will take reasonable precautions to avoid vandalism of vehicles which would damage the legibility of advertisements, service messages, and other communications. The Vendor will receive thirty (30) days' notice from the Program Manager of any scheduled dates for installation of advertisements.

3.3. Staffing

3.3.1. General Expectations

It is the responsibility of the Vendor to provide personnel who possess the requisite education, training, and experience to operate and maintain the equipment/vehicles. Staff must be aware that public transit service is available to all members of the public, including individuals who may have disabilities affecting vision, hearing, speech, health, and physical abilities, as well as emotional and behavioral needs requiring special attention. All Vendor staff should be aware of the presence of communicable diseases and pests and take necessary precautions to ensure the health of staff and riders.

3.3.2. Notice of Employee Classification Changes

Job descriptions and key personnel resumes will be included in the proposal. Any updates or changes in job descriptions of staff proposed for the services will be reported in writing to the Program Manager within five (5) days of the change.

3.3.3. Substantial Operation Expansions

Should the Vendor seek to provide similar operations services in another location while utilizing staff positions detailed in its proposal to Greene County, the Vendor will submit a plan to the Program Manager detailing how it intends to provide for the expansion. The expansion plan must detail the time commitments of staff as they will be allocated to each supplier and mitigate against decreased service quality provided to Greene County resulting from the reallocation of staff to multiple jurisdictions.

3.3.4. Conflicts of Interest

The Vendor must maintain written standards of conduct covering its organizational conflicts as it relates to transit operation and avoid engaging in practices that result in organizational conflicts of interest while operating GCT.

3.3.5. Drug and Alcohol Policy and Testing Program

Federal Transit Administration (FTA) regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (CFR Part 655 as amended) and "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40), require the establishment and implementation of an alcohol misuse and anti-drug program. Vendors submitting proposals warrant anti-drug use and alcohol misuse programs are enforced consistently with these provisions.

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

3.3.6. Operations Management Requirements

The Vendor will identify a primary management staff member ("Operator") as its point of contact for communication with the Program Manager. This individual must have a thorough understanding of the terms and conditions of the contract, the Vendor's service operations, and be responsible to Greene County for overseeing the day-to-day operations of its transit program.

The Operator must be authorized by the Vendor's governing authority to ensure compliance with the terms of the contract can be met. The Vendor's Operator must have the ability to hire and terminate staff, request and accept funds from the County, commit the project to contracts, set operating policies for the system, issue surveys and reports, and change schedules or service specifications as directed by the Program Manager.

A secondary point of contact must be identified when the Vendor's Operator is unreachable or off duty. A responsible party must be available during and after ordinary service hours for urgent public transportation needs as they arise.

The Vendor will submit an organizational chart listing all key personnel with their proposal. Any changes to key personnel, vacancies or re-assignments, will be reported in writing to the Program Manager within five (5) days of the change.

3.3.7. Dispatch Requirements

The Vendor will provide appropriate dispatch staff to manage driver check-in and check-out processes, the assignment of vehicles for trips, and oversee the on-time performance of routes. All on-the-road service adjustments will be communicated to the Program Manager and the Mobility Manager, which include on-time performance issues, road conditions, etc.

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

3.3.8. Driver Requirements

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

Through their proposal the Vendor:

- Represents its drivers hold at least a CDL Class C License with passenger endorsement and will maintain eligibility in accordance with NYS DOT requirements.
- Will adhere to Article 19-A requirements of Section 509 of the Vehicle and Traffic Law.
- Will comply with the rules and regulations required under the Omnibus transportation Act of 1991.

3.3.9. Trips Involving Minors

Greene County Transit does not provide services to student to and from primary schools as a primary service. Transportation services may be provided to minors as ordinary customers. While the adoption of more extensive conduct standards by the Vendor are encouraged, the following describe minimum requirements applicable to trips involving minors:

3.3.9.1. Clients under the age of fourteen (14) must be accompanied by a parent or guardian. Drivers must ask the minor if their accompanying adult is their parent or guardian prior to boarding.

3.3.9.2. Clients under the age of five (5) must sit in the lap of the parent or guardian, or be provided with a car seat.

3.3.9.3. Strollers must be folded or stored in a designated area if space permits. Strollers may not block aisles. Minors may not remain in strollers while the bus is in motion.

3.3.9.4. Drivers must remind clients apparently between the age of six (6) and eighteen (18) to wear their safety belts as they board.

3.3.9.5. Drivers listed on the New York State sex offender registry are ineligible to provide services. Staff must be assessed at or before the anniversary date of their hiring for registration status.

3.4. Vehicles

The provisions of this section detail the minimum requirements for the handling of Greene County's vehicles. The Vendor must be capable of performing most of the services outlined in this section with their own employees and facilities. Greene County currently has ten (10) buses available for use by the Vendor. Greene County may enter into a separate Third-Party Lease Agreement for use of these vehicles by the Vendor for these services. Unless otherwise provided for in this section, contract amendment, third-party agreement, State or Federal regulation, or County policy, the regulations set forth by the Program Manager govern the use of County equipment.

3.4.1. In Service Vehicles

Should other bus(es) or vehicles be necessary to operate the system it is the responsibility of the Vendor to supply the replacement vehicle on behalf of Greene County in a manner as to not unduly interrupt service. The cost of operating a Vendor's own vehicle must not be included in the cost proposal. The Vendor will ensure its service vehicles meet all Federal Motor Vehicle Safety Standards (FMVSS), Federal and State of New York vehicle design standards, ADA design standards, and STOA standards, if used to provide services to the County.

The vehicles may not, at any time, be used for the personal transportation or private purposes of the employees, agents, representatives, clients or associates of the Vendor. Violation of this paragraph may result in the immediate termination of the operations agreement.

3.4.2. Preventative Maintenance Requirements

Preventive maintenance must be performed or obtained by the Vendor for all vehicles, and after-factory systems and subsystems. A comprehensive preventive maintenance program is required that ensures compliance with all manufacturers' service manual recommendations, and industry best practices for equipment acceptable to the Program Manager.

A complete preventive maintenance inspection (PMI) will be performed on each vehicle at no more than 6,000-mile intervals or 30-day intervals, whichever comes first. The 6,000-mile or 30-day window will not be exceeded.

3.4.3. Daily Safety Inspections

The Vendor will perform daily pre-trip safety inspections of vehicles before beginning each day's service and conclude with daily post-trip safety inspections of vehicles upon completion of the route or whenever a driver change is necessitated. To pass inspection, vehicles must comply with all applicable governing rules and regulations.

The Program Manager may inspect vehicles at any reasonable time and may bar a vehicle from service until the problem(s) are corrected. Any vehicle not passing the daily pre-trip inspection will not be used for service until the reason for failing the inspection has been corrected. The Vendor will, to the extent possible, schedule bus inspections within Greene County to reduce non-revenue mileage on the vehicles.

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

At no time will passengers be left unattended in the vehicle. Drivers must perform a visual inspection of the entire vehicle at the end of the workday to ensure that no riders are left on the vehicle. Documentation must be maintained to confirm inspection was performed through the driver’s daily log.

3.4.4. NYS DOT Vehicle Inspections

The Vendor must ensure vehicles are inspected by the State according to a timely inspection schedule and in accordance with the State of New York and Federal DOT requirements. Greene County or its designees will be allowed onboard at any time to inspect wheelchair and occupant securement systems for proper use and verify proper procedures are followed.

3.4.5. Disposition of Equipment

No vehicle, part, or vehicle servicing equipment owned by Greene County will be sold, rendered unusable, or relinquished without the prior written approval of the County.

3.4.6. Storage & Parking

The fleet operated by the Vendor will be stored at secure locations off Greene County property unless separately provided for by one or more lease agreements with the County.

3.5. Vital Records

3.5.1. Staffing Roster

The Vendor will maintain a current roster of staff members qualified to perform the services, which includes the individual's name, date of birth, and valid driver's license number. The Vendor's updated roster will be made available upon request of the Program Manager. This list may be used by Greene County for on-street spot inspection of drivers and to confirm compliance with other performance requirements. The name, date of birth, and valid driver's license number of any new employee will be reported to Greene County within two (2) weeks of starting employment. The Program Manager will reconcile the Vendor's roster with Greene County's records to ensure files on each of the Vendor's staff members is current.

3.5.2. Transit Asset Management Plan

The Vendor will develop an FTA compliant Transit Asset Management plan at least once every four years. The plan will review inventory capital assets, assess conditions, set performance targets, and prioritize investments to avoid loss of equipment due to depreciation. Greene County is presently a member of the NYDSOT TAM plan. The Vendor will be responsible for submitting accurate reporting according to the reporting schedule set forth by NYSDOT.

3.5.3. Vehicle Roster

The Vendor will maintain a list of all vehicles registered with Greene County for use in operation. This list will include the following information about each vehicle: the fleet number, date of manufacture, plate number, vehicle identification number (VIN), color, storage location, A/WC description, seating capacity, make and model, fuel type, and mileage dated to the last quarter. The Vendor will make this available to the Program Manager upon request.

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

3.5.4. Vehicle Maintenance Records

The Vendor will submit a quarterly log of all repairs performed on vehicles used for the performance of this Contract to the Program Manager and keep all supporting receipts for Greene County to review upon request.

3.5.5. Bundled Driver Trip Logs

The Vendor will ensure that drivers' trip logs are collected for each day of service. The Vendor will also ensure that each log is completed in its entirety before bundling the day's logs. All driver trip logs must be made available on the request of the Program Manager.

3.5.6. Maintaining Accessible Records

The Vendor will maintain all operational records consistent with the FTA's and NYSDOT's policies for record handling. These records must be sent, on demand and at no additional cost, to Greene County. Such records include:

- Pre- and post-trip inspection reports
- Trip manifest
- Driver's trip logs
- Dispatch records including, but not limited to, route deviation and/or reasonable accommodation requests
- Invoices
- Accident reports
- Any other records relating to operations

3.5.7. Record Inspection

Greene County, the New York State Department of Transportation, the FTA or any of their duly authorized representatives, will have access to any books, documents, papers and records of the Vendor, which are related to the services.

3.5.8. Freedom of Information Requests

Operational records detailed in this section are generally considered agency records maintained on behalf of Greene County. Freedom of information requests received by Greene County for which the Vendor is the likely custodian, will be referred to the Operator upon the County's receipt. Upon receiving the referral, the Vendor must make a good faith effort to retrieve the record on behalf of the public in a manner consistent with Greene County's FOIL Policy. Freedom of information requests may be directed to the Vendor directly from the County's Freedom of Information Officer.

3.5.9. Complaints

The Vendor must have a complaint system in place for the public to submit Americans with Disabilities Act and Title VI complaints, and a means of responding to them.

Clients of GCT must also have an opportunity to submit more general service complaints to a source monitored jointly by both the Operator and the Program Manager. The Vendor will be responsible for addressing customer complaints.

Any complaints received must be bundled and reported to the Program Manager on at least a quarterly basis.

3.5.10. Invoices

Invoices for services provided will be submitted to the Program Manager on January 1, April 1, July 1, October 1 of each year, or on such dates required by the Program Manager to ensure timely quarterly reporting. Invoices will be an authoritative record on program activities and accomplishments and must be sufficiently detailed to document the progress of work.

3.5.11. Record Retention

The Vendor will maintain all required operational and financial records, including required reports, original data collection forms (incident reports, accident reports, timesheets, etc.), for three (3) years after final payment and all other pending matters are closed.

3.5.12. Claims, Disputes, Protests, and Appeals

The County reserves the right to consider the proposals for forty-five (45) days after receipt before awarding any Contract, and to waive any minor informalities in, and to reject, any and all proposals or to accept the one that in its judgment will be for the best interest of the County. All proposals are subject to final review and approval by the County Legislature before any award of contract may be made. Receipt of proposals by the County shall not be construed as authority to bind the County.

4. Proposal Requirements

Responding firms must provide a proposal package formatted in three parts. The first document will detail the firm's technical proposal for accomplishing scope of work. The second document will detail the prices for providing services. The third document will consist of all required forms, found in the appendices of this RFP.

Proposals will be evaluated based on content alone. Writing should be legible.. Content must cover all requirements in this section, and should not extensively expand beyond the requirements of this section. Glossy promotional materials, bindings, ext. are discouraged and will not be considered as part proposal evaluation. The Proposal Package must include one (1) copy of the technical proposal, one (1) copy of the price proposal, and one (1) copy of the Required Forms. Proposals shall be submitted in a sealed envelope marked with the name of the proposal and the words "SEALED PROPOSAL" written on the outside of the envelope and mailed to: Victoria Keyser, Greene County Economic Development, Tourism and Planning, 411 Main Street, Suite 419, Catskill, NY 12414. Proposals submitted by fax or e-mail will not be accepted.

4.1.1. Document 1: Technical Proposal

The Technical Proposal shall be enclosed in a separate sealed envelope labeled "Technical Proposal" and included within the sealed Proposal Package. The Proposal Package shall be clearly marked with the proposal name and the words "SEALED PROPOSAL."

Technical Proposals must be succinct and in no case exceed 30 pages. Pages must be numbered. Technical proposals should include and be ordered as follows:

4.1.1.1. Project Understanding: a demonstration of the firm's understanding of the proposed scope of work.

4.1.1.2. Approach: detailed description of the firm's proposed technical approach and scope of services for completing the scope of work, and relevant information.

4.1.1.3. Statement of firm's qualifications and experience with similar projects.

4.1.1.4. Names, positions, responsibilities, and resumes of all personnel, including subconsultants, involved in the project. The estimates number of hours each person will work on the project.

4.1.1.5. Provide a brief description of the firm's size and organizational structure, number of full-time and part-time employees, areas of practice, and number of years the firm has been in the business of conducting the described services. Describe the firm's background, resources, (financial and personnel), and capabilities in the relevant areas.

4.1.1.6. Three recent references from similar projects, including contact names, telephone numbers, and email addresses.

4.1.1.7. Indication of certification status as a MBE, WBE, or SDVOB. DBE certification status at or after the release date of this RFP.

4.1.2. Document 2: Price Proposal

The Price Proposal shall be enclosed in a separate sealed envelope labeled "Price Proposal" and included within the sealed Proposal Package. The Proposal Package shall be clearly marked with the proposal name and the words "SEALED PROPOSAL". Price Proposals must be succinct and in no case exceed 4 pages including any tables. The firm's legal name under which it does business and can provide a current W-9 form as certification must be included on each page. The Price Proposal must be for a fixed price for the services to be provided. The Price Proposal must include:

4.1.2.1. All costs to provide operations by year.
4.1.2.2. Billing rate scheduled by month by year if applicable.
4.1.2.3. Hourly rates by position assigned to the project by year.

This is a full-service contract. For purposes of this contract, full service means the price proposal includes: all labor and fees, all material and supplies, staffing, reporting, overhead, travel costs, parking fees, permits, licenses, insurance, etc.

4.1.3. Document 3: Required Forms

Each of the following required forms must be completed, signed, and shall be enclosed in a separate sealed envelope labeled "Required Forms" and included within the sealed proposal package. The Proposal Package shall be clearly marked with the proposal name and the words "SEALED PROPOSAL."

Required Forms must include:

4.1.3.1. Required Form A - Certificate of Non-Collusion
4.1.3.2. Required Form B - Bidders and Vendors Acknowledgement
4.1.3.3. Required Form C - Contact Form
4.1.3.4. Required Form D - Incorporation Form
4.1.3.5. Required Form E - Certification Regarding Disbarment, Suspensions, Etc.
4.1.3.6. Required Form F – Federal Regulations Acknowledgement
4.1.3.7. Required Form G – Standard State Clauses Acknowledgement

5. Evaluation Criteria

Greene County will contract at its sole discretion with the most qualified firm(s), based on the evaluation of the following criteria:

- Relevance of previous experience
- Prior experience working with municipalities and local agencies, and business entities
- Prior experience working with State or Federal agencies
- Demonstrated capacity to complete assignments and manage complex projects
- Established track record for successful client grant awards
- Minority and/or women owned business enterprise or service-disabled veteran business certification (if applicable)
- Cost effectiveness of proposed remuneration schedule

6. Scoring Matrix

The purpose of this scoring matrix is to ensure a fair, transparent, and objective evaluation of all proposals submitted in response to this procurement. The matrix will guide the evaluation team in selecting the vendor that offers the best value in accordance with the stated requirements. Proposals will be evaluated by using the scoring matrix below. Each criterion will be assigned a weight reflecting its relative importance. Each proposal will be scored on a scale from 0 to 5 for each criterion. The weighted score for each criterion will be calculated and summed to produce a final total score. The vendor with the highest total score may be invited for further negotiations or awarded the contract, subject to final approval by Greene County. The County reserves the right to reject any or all proposals.

Evaluation Criteria	Weight (%)	Score Range (0-5)	Description
Relevance of previous experience	20%	0 = Poor, 5 = Excellent	Demonstrates a strong understanding of the project's objectives, with clearly relevant prior experience in similar project scopes and goals.
Prior experience working with municipalities, local agencies, and business entities	10%	0 = None, 5 = Extensive	Shows successful performance on comparable projects in collaboration with municipalities, public agencies, and local businesses.
Prior experience working with State or Federal agencies	10%	0 = Unqualified, 5 = Highly Qualified	Demonstrates in-depth knowledge of agency requirements, with evidence of successful engagements and relevant personnel qualifications.
Demonstrated capacity to complete assignments and manage complex projects	10%	0 = None, 5 = Extensive	Proven ability to manage multi-faceted projects, with familiarity in legal, regulatory, and reporting frameworks relevant to the project.
Established track record for successful client grant awards	10%	0 = None, 5 = Extensive	Evidence of effective management, oversight, and reporting of grant funded projects, resulting in successful funding outcomes.
Organizational capacity	20%	0 = Weak, 5 = Strong	Strength of organizational structure, financial stability, and compliance.
Cost effectiveness of proposed remuneration schedule	20%	0 = Limited 5 = In-depth	Proposal offers competitive pricing relative to the scope, with clear understanding of the local project context and cost controls.
MWBE or SDVOB Certification	0%	0 = Not certified, 5 = Certified	Certified status as a MWBE or SDVOB.

7. Submission Process

This procurement follows a one-step request for proposals process consistent with the FTA's guidelines for competitive procurement best practices (Report No. 0105).

All responsible firms submitting complete proposals by the submission deadline will be considered by the selection team. Potential causes for disqualification may include debarment or suspension from Federal programs, and those submitting proposals which fail to provide details required under Section 4. County is permitted to exercise discretion in discerning potential causes for disqualification. No pre-bidder's conference is applicable to this procurement.

Questions regarding clarification of the RFP must be submitted in writing on or before 4:00pm September 1, 2026. Questions regarding clarification of the Required Forms are not subject to this submission date. Responses will be provided to all firms that submitted questions or who have requested the responses.

The Proposal Package must be received on or before September 8, 2026 at 2:00 pm. The package must include one (1) copy of the technical proposal, one (1) copy of the price proposal, and one (1) copy of the Required Forms. Proposals shall be submitted in a sealed envelope marked with the name of the proposal and the words "SEALED PROPOSAL" written on the outside of the envelope and mailed to: Victoria Keyser, Greene County Economic Development, Tourism and Planning, 411 Main Street, Suite 419, Catskill, NY 12414. Proposals submitted by fax or e-mail will **not** be accepted.

Proposals received must be binding on the offeror for not less than 60 days from the due date of the proposal. The selected firm will be submitted for contract authorized by the Greene County Legislators at their soonest meeting date. Once contacted, all interested parties will be notified of the results of this RFP.

8. Appendices

- **8.1.** A – Certificate of Non-Collusion
- **8.2.** B – Bidders and Vendors Acknowledgement
- **8.3.** C – Contact Form
- **8.4.** D – Incorporation Form
- **8.5.** E – Certification Regarding Disbarment, Suspensions, Etc.
- **8.6.** F – Federal Regulations Acknowledgement
- **8.7.** G – Standard State Clauses Acknowledgement
- **8.8.** Transit Route Schedules
  - **8.8.1.** Route 700 / 701 Blue & Purple
  - **8.8.2.** Route 702 / Orange
  - **8.8.3.** Route 705 / Green / Dial-a-Ride
  - **8.8.4.** Route 706 / Brown
  - **8.8.5.** Route 709 / Red
  - **8.8.6.** Shuttle / Yellow Route
  - **8.8.7.** Route 711 / Teal

Appendix A -<u>CERTIFICATE OF NON-COLLUSION</u>

To: County of Greene Date: ____________________

RE: ATTACHED BID

I, ____

HEREBY CERTIFY, as follows:

1. That the attached bid has been independently arrived without collusion with any other bidder or with any competitor or potential competitor.

2. That the bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

3. That no attempt has been or will be made to induce any other person or firm to submit or not to submit a bid.

4. That the statements are accurate, under penalty of perjury.

5. For Corporate Bidder: That attached hereto is a certified copy of a resolution authorizing the execution of this certificate by the undersigned of this bid or proposal on behalf of the authorizing entity.

____
Signature of Officer

____
Title

____
Name of Company or Corporation

____

____
Address of Company or Corporation

This certification is made pursuant to an amendment to the State Finance Law, the General Municipal Law and the Public Authorities Law, relating to non-collusion in public bids and proposals, which became effective September l, 1965. (Chapter 751 of the Laws of 1965).

Appendix B - BIDDERS AND VENDORS ACKNOWLEDGEMENT

ALL VENDORS AND BIDDERS ACKNOWLEDGE AND AGREE TO BE BOUND BY THE GREENE COUNTY SEXUAL HARASSMENT PREVENTION POLICY (adopted 11/20/18) and THE GREENE COUNTY DISCRIMINATORY HARASSMENT PREVENTION POLICY (adopted 11/20/18)

By signing below, all bidders and/or vendors hereby acknowledge and agree that he/she/they/it have carefully reviewed Greene County's policy(ies) prohibiting sexual harassment and/or discriminatory harassment, as referenced above, and agree to be subject to and bound by all terms and conditions contained therein.

All bidders and vendors hereby agree to indemnify and hold harmless Greene County, inclusive of reasonable attorney fees, from any and all claims related to any violation(s) of the above referenced policies allegedly arising from the conduct of their/its principals, employees, agents, hires and/or assigns.

All bidders and vendors hereby acknowledge and agree that if he/she/they/it reasonably believe that he/she/they/it are subjected to harassment/discrimination in violation of either of the above referenced policy(ies), he/she/they/it shall be responsible for reporting the harassing and/or discriminatory conduct as outlined in said policies.

I HAVE CAREFULLY REVIEWED THE GREENE COUNTY SEXUAL HARASSMENT PREVENTION POLICY and THE GREENE COUNTY DISCRIMINATORY HARASSMENT PREVENTION POLICY, which I viewed, in their entirety, at www.greenegovernment.com on _______________, ________, 2019.

By: ________________________________
Bidder/Vendor

Company Name:____________________

Dated: __________, ___________, 2019

THIS EXECUTED ACKNOWLEDGEMENT MUST BE ATTACHED TO ANY AND ALL GREENE COUNTY BID and/or PROPOSAL SUBMISSIONS

Appendix C - CONTACT FORM

FIRM NAME: ____

ADDRESS: ____

____

CONTACT: ____

TELEPHONE: ____

EMAIL: ____

Appendix D - INCORPORATION FORM

FIRM NAME: ____

FEDERAL EMPLOYER ID NO. OR SOCIAL SECURITY NO.: ____________________

DATE OF ORGANIZATION: ___________________________________

DATE FILED: ____

STATE FILED IN: ____

TYPE OF ENTITY:

- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED LIABILITY COMPANY (LLC)
- ☐ SOLE PROPRIETOR
- ☐ DOING BUSINESS AS (DBA)

IF PUBLICLY OWNED:

LIST PRINCIPAL STOCKHOLDERS (5% OF OUTSTANDING SHARES):

____

____

____

LIST OFFICERS AND DIRECTORS NAME AND TITLES:

____

____

____

IF A PARTNERSHIP:

LIST PARTNERS NAME(S):

____

____

____

Appendix E - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or the commission of embezzlement, theft, forgery, bribery, falsification, the destruction of records, making false statements, or receiving stolen property; and

    c. Are not presently indicted, or otherwise criminally or civilly charged, by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. If the prospective primary participant is unable to certify to any of the statements in this certification, the participant must attach an explanation to this RFQ.

____
Signature of Officer

____
Title

____
Name of Firm

____
Date

Appendix F – Federal Regulations Acknowledgement

By signing this acknowledgement, the offeror warrants they will adhere to and are subject to all applicable federal regulations applicable to third party operators. Federal regulations applicable as of March 2026 include:

1. Federal Tax Liability and Recent Felony Convictions (MA 34 § 4(g))[1]
2. Access to Records and Audits (49 U.S.C. § 5325(g), 2 CFR § 200.337 & MA 34 § 9
3. Changes to Federal Requirements (MA 34 § 3(i)(6))
4. Civil Rights, Nondiscrimination, and DBE Requirements (49 CFR §§ 26.13 and 26.29; MA 34 § 12))
5. Seat Belt Use (62 Fed. Reg. 19217, 23 U.S.C. § 402 note, Executive Order 1304 & MA 34 § 34(a)
6. Distracted Driving (74 Fed. Reg. 51225, 23 U.S.C. § 402 note, Executive Order 13513, U.S. DOT Order 3902.10 & MA 34 §34(b))
7. Prohibition on Covered Telecommunications and Video Surveillance Equipment or Services (2 CFR 200.16, 2 CFR Appendix II (K))
8. Federal Tax Liability and Recent Felony Convictions (DOT Order 4200.6; MA 34 § 4(g)(2))
9. Special Notification Requirements for States (MA 34 §37)*
10. Domestic Preferences for Procurements (2 CFR 184, 2 CFR 200.322 & 2 CFR Appendix II (L)) (Note: This is separate from Buy America.)
11. Procurement of Recovered Materials (40 CFR 247, 2 CFR 200.323 & 2 CFR Appendix II (J))
12. Termination Clauses (2 CFR Appendix II (B))
13. Notification of Fraud, Waste, Abuse, or Misconduct to the U.S. DOT Inspector General (False Claims Act, 31 U.S.C. § 3729 et seq. & MA 34 §39(b))
14. Debarment and Suspension (2 CFR 180.220 & 2 CFR 200 Appendix II (H); MA 34 § 4(h)(4) & § 39(b))
15. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 & 2 CFR Appendix II (I))
16. Clean Air (42 U.S.C. 7401 7671q, 2 CFR Appendix II (G)) and Water Acts (33 U.S.C. 1251-1387 & 2 CFR 200 Appendix II (G))
17. Remedies for Breach of Contract (2 CFR 200 Appendix II (A))
18. Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704, 29 CFR Part 5 & 2 CFR 200 Appendix II (E))

By: ________________________________

Bidder/Vendor

Company Name:____________________

Dated: __________, ___________, 202__

[1] Citation “MA 34” refers to the FTA Master Agreement version 34.

Appendix G – State Regulations Acknowledgement

By signing this acknowledgement, the offeror warrants they will adhere to and are subject to all applicable state regulations applicable to third party operators. State regulations applicable as of June 2023 are attached on the pages which follow.

By: ________________________________

Bidder/Vendor

Company Name:____________________

Dated: __________, ___________, 2026

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

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

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

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, 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.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, 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.

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

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

8. <u>INTERNATIONAL BOYCOTT PROHIBITION</u>. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States

Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business 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: mailto:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

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

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

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

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

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

21. <u>RECIPROCITY AND SANCTIONS PROVISIONS</u>. 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.

22. <u>COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS</u>. 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).

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

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

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

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

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

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

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

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

Arc Mid-Hudson Operated **Greene County Transit** Route Deviation Public Transit Routes

Route Number	Route Name	Weekdays of Service	Route Times	Towns
700/701	Blue/Purple Line	Monday - Friday	7:00 am - 10:25 am; 1:00 pm - 4:30 pm; Some locations are on request only.	Catskill, Coxsackie, Jefferson Heights, Leeds, Cairo & Athens
702	Orange Line	Monday - Friday	8:18 am - 9:50 am; 1:00 pm - 2:58 pm	Catskill, Kiskatom, Cairo
706	Brown Line	Monday - Friday	6:50 am - 8:45 am; 2:15 pm - 4:20 pm	Catskill, Earlton, Greenville, Durham, Oak Hill, Acra, Cairo, Leeds
708	White LIne	Wednesday ONLY	8:00 am - 10:33 am; 2:15 pm - 4:40 pm	Catskill, Palenville, Haines Falls, Tannersville, Hunter, Jewett, Lexington, Prattsville, Ashland, Hensonville, Windham, Acra
709	Red Line	Friday ONLY	7:50 am - 10:23 pm; 2:15 pm - 4:40 pm	Catskill, Leeds, Cairo, Acra, Windham, Ashland, Prattsville, Lexington, Jewett, Hensonville, Hunter
710 Catskill Shuttle	Yellow Line	Monday - Friday	9:00 am - 10:00 am; 11:00 am - 12:00pm; 1:00 pm - 2:00 pm	Village of Catskill
711	Teal Line	Monday - Friday	6:00 am - 7:00 am; 7:00 am - 8:00 am; 8:15 am - 9:15 am; 9:15 am - 10:15 am; 10:45 am - 11:45 am; 11:45 am - 12:45 pm; 1:15 pm - 2:15 pm; 2:30 pm - 3:30 pm; 4:00 pm - 5:00 pm; 5:15 pm - 6:15 pm; 6:15 pm - 7:15 pm	Catskill, Columbia-Greene Community College; Columbia Memorial Hospital, Hudson Train Station

See website: https://www.greenecountytransit.com/Routes-Schedules