



**STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION**

50 Wolf Road  
Albany, New York 12232-0203  
<https://www.dot.ny.gov>

JOAN McDONALD  
COMMISSIONER

ANDREW M. CUOMO  
GOVERNOR

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**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
REQUEST FOR PROPOSALS  
CSMIN SERVICES FOR NYSDOT  
For Contract #C031195**

August 23, 2013

To All Concerned:

Enclosed is a copy of the Non-Engineering Request for Proposals (RFP) referenced above. The New York State Department of Transportation (NYSDOT) is seeking a responsive and responsible Contractor to provide Construction Seat Management Initiative (CSMIN) Services. All information necessary for the submission of your proposal is contained in this Request for Proposals.

Any questions regarding this project or proposal should be directed to Catherine Traina, the designated NYSDOT Contract Management Bureau contact for this solicitation, via e-mail at: [catherine.traina@dot.ny.gov](mailto:catherine.traina@dot.ny.gov).

Please note the following **Tentative Dates and Deadlines**:

**Event**

RFP Release Date  
Question Submittal Deadline  
Answers to Questions Due  
Proposals Due  
Recommendation & Designation  
Contract Execution by Contractor  
Contract Execution by State  
Work Begins

**Timeline**

August 23, 2013  
September 9, 2013  
September 11, 2013  
September 27, 2013  
October 21, 2013  
November 12, 2013  
January 2, 2014  
January 3, 2014

If you are interested in developing a proposal in response to this solicitation, please complete the attached RFP Response Form.

NYSDOT estimates that the selected Contractor will commence work in January 2014 and continue for a period of two (2) years with three (3) options for 12 month extensions depending on performance and funding availability.

We look forward to the receipt of your proposal.

Sincerely,

WILLIAM A. HOWE  
Director  
Contract Management Bureau

Enclosure

**RFP RESPONSE FORM: CSMIN INITIATIVE SERVICES**

Please review this RFP. Please complete the following information and mail, e-mail or fax to the NYSDOT address shown below, by the earliest practical date. This RFP Response form must be submitted along with the two required Procurement Lobbying Law forms (see **Attachment 3**) before questions or other communications with the Department regarding this solicitation can be initiated.

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\_\_\_\_\_ WE **DO** INTEND TO SUBMIT A PROPOSAL

\_\_\_\_\_ WE **DO NOT** INTEND TO SUBMIT A PROPOSAL FOR THE  
FOLLOWING REASONS:

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Name and Address of Organization (Include Zip Code):

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

Typed or Printed Name and Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

RFP Title: \_\_\_\_\_

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Please send to:

\* E-Mail: [catherine.traina@dot.state.ny.us](mailto:catherine.traina@dot.state.ny.us)

\* Regular Mail:

New York State Department of Transportation  
Contract Management Bureau, 6th Floor  
50 Wolf Road  
Albany, New York 12232  
ATTN: Catherine Traina, Contract #C031195

\* Fax: 518-457-8475

## INFORMATION FOR THE SELECTED CONSULTANT

### CSMIN SERVICES RFP

For Contract #C031195

The following items are presented for proposer information, to make interested parties aware of contract-related items to which selected Contractor(s) will need to pay attention.

#### Vendor Responsibility

In accordance with the NYS Finance Law, NYSDOT will only make contract award to vendors that are determined to be responsive and responsible. All Prime Contractors awarded NYSDOT contracts (as well as all subcontractors with contract contributions greater than \$100,000) will be required to submit a completed vendor responsibility questionnaire through the Office of the State Comptroller (OSC) website via <http://www.osc.state.ny.us/vendrep/index.htm> within ten (10) days of being notified of their selection for contract award. Interested parties are encouraged to become familiar with the state's vendor responsibility requirements before being notified of selection for contract award. Proposers must certify the accuracy of the information they provide in the questionnaire. The date your firm certifies your OSC vendor responsibility filing will appear on the contract signature page. *If you are a successful Contractor, NYSDOT will not be able to begin the contract process with your firm if this questionnaire is not completed and electronically submitted as required.*

#### Procurement Lobbying Law

Proposers must complete and file the following two forms; Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) (<https://www.dot.ny.gov/portal/page/portal/main/business-center/consultants/consultants-repository/1E100A2B8C0ED03EE0430A3DFC05D03E>) and Offerer Disclosure of Prior Non-Responsibility Determinations ([https://www.dot.ny.gov/portal/page/portal/main/business-center/consultants/consultants-repository/offer\\_disclos\\_prior\\_non.pdf](https://www.dot.ny.gov/portal/page/portal/main/business-center/consultants/consultants-repository/offer_disclos_prior_non.pdf)) included in Attachment 3, as instructed when submitting a proposal. This is mandatory in order to be considered for contract award. Note: **Failure to submit the completed PLL forms with your proposal may result in elimination from consideration for contract award.** Additional information can be found at: <http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/Faq.htm>

#### Contractor Tax Certification

All Contractors selected for contracts in excess of \$100,000 must complete and submit two NYS Tax Department forms: Form ST-220-TD (Contractor Certification) and Form ST-220-CA (Contractor Certification to Covered Agency) at the time of contract execution. Contractors should familiarize themselves with these forms by visiting: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf) (Form ST-220-CA) [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) (Form ST-220-TD)

## **Insurance Requirements of this Project**

Please carefully read the terms and conditions of the Contract appended as **Attachment 1** of this RFP. Your attention is drawn to the insurance requirements for this Project that are contained in Article 9 of the Contract. These insurances are mandatory for the firm(s) selected as a result of this solicitation and will not be waived. Please note, an ACORD form is not an acceptable proof of insurance.

### **1. Workers' Compensation and Disability Benefits Coverage:**

Proof of Workers' Compensation and Disability Benefits Insurance are required before the Contract can be approved. The following are acceptable proofs:

#### **Worker's Compensation Coverage:**

- Form C-105.2 Certificate of Workers' Compensation Insurance issued by private insurance carriers
- Form U-26.3 Certificate of Workers' Compensation Insurance issued by the State Insurance Fund
- Form SI-12 Certificate of Workers' Compensation Self-Insurance
- Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self Insurance
- Please see the following links for more information:  
<http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>  
[http://www.wcb.ny.gov/content/main/SelfInsureds/Self\\_Ins\\_Employers.jsp](http://www.wcb.ny.gov/content/main/SelfInsureds/Self_Ins_Employers.jsp)

#### **Disability Benefits Coverage:**

- Form DB-120.1 Certificate of Disability Benefits Insurance
- Form DB-155 Certificate of Disability Benefits Self-Insurance
- Please see the following links for more information:  
<http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>  
[http://www.wcb.ny.gov/content/main/SelfInsureds/Self\\_Ins\\_Employers.jsp](http://www.wcb.ny.gov/content/main/SelfInsureds/Self_Ins_Employers.jsp)

#### **Worker's Compensation/Disability Benefits Exemption:**

- CE-200 Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage For more information see GFO Chapter XI Section 18G
- Please see the following link for more information:  
[http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

#### **Please Note:**

- The name and FEIN of the contracting entity must match the name and FEIN identified on the proof of coverage or exemption.
- An ACORD form is not an acceptable proof of insurance.
- Questions regarding coverage requirements may be directed to the WCB Bureau of Compliance at (518) 462-8882 or (866) 298-7830.

## **2. Other NYSDOT Insurance:**

The Contract requires the Contractor to PROCURE AND MAINTAIN UNTIL FINAL ACCEPTANCE OF THE WORK insurance in the amount specified in Article 9. Only Certificate of Insurance Form C218m is accepted by the Department, an ACORD form is not an acceptable proof of insurance. The C218m form to be completed by your broker is downloadable via: <https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions>

### **Consultant Employment Disclosure Requirements of this Project**

The Contractor selected for this solicitation shall be required to complete ‘State Consultant Services – Contractor’s Planned Employment’ (**Form A, Attachment 4**) and submit when the contract is signed. For each contract year thereafter, the Contractor shall complete the “State Consultant Services Contractor’s Annual Employment Report” (**Form B, Attachment 4**) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May 15th of each year the contract is in effect.

### **Contractor Responsibility When Proposing to Use a Former NYSDOT Employee**

It is the Contractor’s responsibility to ensure they propose staff that are eligible to work on the subject Project. Under the attached procedures, before the Contractor proposes a former NYSDOT employee, the individual must obtain an opinion from the New York State Ethics Commission that approves their participation in the subject Project. For an outline of the procedure that applies to this situation, see **Attachment 5**.

### **Registration with NYSDOT**

Should this solicitation lead to a designation, it is the Contractor’s responsibility to electronically register their firm, including all subcontractors, using the Consultant Selection System web application (CSSWeb). Non-Architectural/Engineering Contractor firms are required to create and register an account to: 1) Create and assign Consultant Identification Numbers (CINs) for each office registered by the firm; and 2) Provide general firm information including, but not limited to, legal firm name, Federal Identification Number (FEIN), ownership type, D/W/MBE status, firm principals and office(s) address information. All Contractor firms participating in a potential agreement (negotiations) must be registered electronically with NYSDOT prior to that agreement being forwarded to the Office of the State Comptroller for approval. Registered firms are responsible for verifying and updating their registration information for the duration of the agreement. Section VI of this RFP provides more information.

### **Registration with Statewide Financial System (SFS)**

Should this solicitation lead to a designation, the Contractor will be required to register electronically with New York State’s SFS. If a firm is not already registered, NYSDOT will initiate the registration process in the SFS application and then contact the Contractor to provide them with further direction for completion of the registration

process. The result of this process is an established SFS vendor number assigned to the Contractor, usable for all NYS-related transactions. If a firm has already registered in SFS in connection with another procurement effort, it will likely not need to re-register for this opportunity but is instructed to enter its SFS number in **Attachment 2**. However, an SFS vendor number is specific to the legal name of a firm. Since many firms have different variations of their business identities, firms will be required to register in the name of the business entity with which NYSDOT is doing business.

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR PROPOSALS**

**Construction Seat Management Initiative (CSMIN) System**



RFP Release Date: August 23, 2013

Proposal Due Date: **September 27, 2013**

Proposal Delivery Location: Catherine Traina, Contract Management Bureau  
NYS Department of Transportation  
50 Wolf Road, 6<sup>th</sup> Floor  
Albany, NY 12232

Designated Contact Email: [catherine.traina@dot.ny.gov](mailto:catherine.traina@dot.ny.gov)



## REQUEST FOR PROPOSALS

### NEW YORK STATE DEPARTMENT OF TRANSPORTATION Construction Seat Management Initiative (CSMIN) System

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**REQUEST FOR PROPOSALS**  
**NEW YORK STATE DEPARTMENT OF TRANSPORTATION**  
**Construction Seat Management Initiative (CSMIN) Services**

## **1. INTRODUCTION**

### **1.1. Purpose**

The New York State Department of Transportation (NYSDOT) is releasing this Request for Proposals (RFP) to seek proposals from responsive and responsible Contractors for the acquisition and provision of a Construction Seat Management Initiative (CSMIN) System. NYSDOT intends to select, and enter into contract #C031195 with a responsible and responsive Contractor that provides best value to the State based on this solicitation.

### **1.2. CSMIN Overview**

This contract is to provide support services to construction field users located at temporary construction field offices across the State. NYSDOT currently has a contract with a vendor providing these services so the selected vendor will need to work with the current contractor to transition to this new contract. See Section 3.2.1 for additional information on transition.

The following information is intended to provide an approximate overview of construction field user activity

- Field offices are temporary locations, the majority are in place for 6 to 36 months, and are relatively well distributed throughout New York State. Field offices may be a trailer, building, or part of a NYSDOT facility.
- Approximately 250 field offices operate during the construction season. See Attachment 15 for a list of the field offices as of July 2013.
- Approximately 200 field offices remain open during the winter; approximately 140 field offices are set-up and closed each year. See Attachment 16 for a list of field office numbers by month for the past 2 years.
- There are approximately 1,600 construction users during construction season and 1,200 construction users during the winter. Users move work locations frequently or seasonally throughout the year, including working from multiple field offices in a single day. See Attachment 16 for a list of user numbers by month for the past 2 years.
- Approximate distribution of field office staff sizes: 1 to 4 staff (65%), 5 to 8 staff (25%), and 9 or more staff (10%).
- Refer to the “Table 1 – Sample – Assignment of Field Office Equipment (approximate)” for an approximation of the equipment and the quantities of equipment to be assigned to each field office based on the number of staff.

- All computers, MFPs, printers, plotters, etc. in a field office to be networked via a LAN and field offices shall be set up to allow users both hardwired and/or wireless access to the Contractor-provided broadband Internet connection.
- Approximately 20% of the field offices operate at nighttime.
- Mobile computing is expected to be used in the field during construction operations.
- Non-portable equipment (printers, network equipment, etc.) will generally be kept in the field office, but will still be exposed to dust and other conditions worse than conditions in a general office environment.
- Mobile computing will be utilized in multiple field offices and other locations (hotels, etc)

<b>Table 1. Sample – Assignment of Field Office Equipment (approximate)</b>										
<b>Equipment</b>	<b>Estimated # of Staff in Field Office</b>									
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10+</b>
Laptop bundle <sup>1</sup>	1	2	3	4	5	6	7	8	9	10+
External monitor	1	2	3	3	4	4	5	6	7	7+
MFP	1	1	1	1	1	1	1	1	1	1
Monochrome Desktop Printer								1	1	1
LAN network equipment	1	1	1	1	1	1	1	1	1	1
Digital Camera	1			2			3			4+
ISP	1	1	1	1	1	1	1	1	1	1

### **1.3. Minimum RFP Responsiveness**

Contractors that do not provide a complete proposal as detailed in RFP Section 4 may be determined to be non-responsive. Any proposal received after the Proposal Due Date shall be deemed non-responsive. Note that the deadline is for receipt of the proposal at NYSDOT's office located at 50 Wolf Road, Albany, New York, not for the mailing or entrusting of the proposal to a delivery service. NYSDOT will not accept facsimile or e-mailed proposals in response to this RFP. Contractors may be deemed non-responsive if they do not have 60 months of verifiable experience:

- Providing support and tracking of break/fix requests for computer, peripheral, and network equipment similar to that required by this contract to a comparable number of end users over a geographic region comparable in size to New York State.
- Providing consumables to remote locations over a geographic region comparable in size to New York State

- Installing, configuring, monitoring and maintaining a network of similar size to the CSMIN network; and
- Providing proactive maintenance to avoid breakdowns.

#### **1.4. Minority-Owned Business Enterprise and Women-Owned Business Enterprise Participation**

While not indicative of a proposer's individual merit (technical excellence, proposer's ability, experience, etc.), NYSDOT encourages the participation of certified Minority Business Enterprises and Women-Owned Business Enterprises in this solicitation. The level of Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) participation will be relevant to the process of selecting proposals that will best achieve the overall goals of the Department. A directory of certified MBEs and certified WBEs is available from Empire State Development's searchable database website: <http://www.esd.ny.gov/MWBE.html>

The New York State Department of Transportation has established **a combined M/WBE participation goal of 20%** for this solicitation. Meaningful participation by either a prime Contractor **who is certified as** a M/WBE or inclusion of subcontractor(s) **who is/are certified** as an M/WBE counts toward the M/WBE participation goal. Meaningful participation is defined as providing commercially useful functions or services. These services should:

- Result in a product or service distinguishable from the Prime Contractor's product or service or be a part of the services provided by the Prime Contractor,
- Be for scope of service elements which can be and are completely performed, supervised and managed by the MBE and/or WBE Contractor, and/or
- Perform significant tasks which can be considered commercially marketable.

Interested proposers should verify their attainment of the above established M/WBE participation goal by completing **Attachment 6 MBE and WBE Participation Information**. For participation to count towards the Department's MBE goal and/or its WBE goal set for this solicitation, the offered MBE and/or WBE participating firm must be currently certified by Empire State Development. If the proposal does not meet the combined 20% M/WBE participation goal, the firm must provide evidence of a good faith effort by completing **Attachment 7 MBE and WBE Participation Solicitation Log**.

**Additionally, if the firm does not meet the specified goal**, the firm must include in its submission a **MBE and/or WBE Goal Attainment Explanation Letter** explaining why the firm was unable to meet the applicable M/WBE goal (in full or if partially), which serves to substantiate the firm's good faith effort. The letter should include sufficient justification as to why the goal was not met or was met partially and should at a minimum address the following factors: the potential firm's method of accomplishing the work, the subcontracting opportunities associated with the proposed approach and

scope of services, and the availability of certified firms for the work to be performed by either a prime Contractor or via subcontract.

The above forms and letter must be included in Part II: Cost and Contract submission. Firms are advised to refer to Section 5.2.1 for the procedure the Department will follow in evaluating a firm's proposed MBE and WBE participation.

#### Title VI Assurance

The New York State Department of Transportation (NYSDOT), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to a written NYSDOT solicitation, request for proposal or invitation for bid that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

#### **1.5. Iran Divestment Act**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision was added to the State Finance Law (SFL), §165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL §165-a(3)(b), the list is posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By submitting a bid in response to this solicitation, or by assuming the responsibility of a Contract awarded hereunder, Proposer/Contractor (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer/Contractor is advised that any Contractor seeking to renew or extend a Contract, or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended, or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that, within 90 days after the determination of such violation, it ceased its engagement in the investment which is in violation of the Act, then NYSDOT shall take such action as may be appropriate, including but not limited to imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

## **2. PROJECT AND CONTRACT OBJECTIVES**

### **2.1. Project Objectives**

This contract is to provide support services to roughly 1,600 construction field users located at approximately 200 to 250 temporary construction field offices across the State. For this user base, the Contractor shall provide onboarding from the current vendor, desktop support, field office network setup and configuration, extended warranties on NYSDOT owned equipment, connectivity to the NYSDOT network, establishment of broadband connectivity, warehousing, annual inspection and preventative maintenance and consumables. Service Level Agreements will be met by the Contractor.

### **2.2. Contract Objectives**

The Contract Objective for this solicitation is to select a responsive and responsible Contractor via a fair and equitable Best Value Request for Proposal process.

### **2.3. Definitions**

CSMIN	Construction Seat Management Initiative
DHCP	Dynamic Host Configuration Protocol
DNS	Domain Name System
GFO	Guide to Financial Operations
HBITS	Hourly Based Information Technology Services
ISP	Internet Service Provider
ITS	Information Technology Services
LAN	Local Area Network
MBE	Minority Business Enterprise
NYSDOT	New York State Department of Transportation
OCS	Office of Cyber Security
OGS	Office of General Services
OSC	Office of the State Comptroller
RFP	Request for Proposals
SFL	State Finance Law
SFS	Statewide Financial Services
SLA	Service Level Agreement

TEC	Technical Evaluation Committee
WAN	Wide Area Network
WBE	Women-Owned Business Enterprise

#### **2.4. Contract Term**

NYSDOT estimates that the selected Contractor will commence work in January 2014 and continue for a period of two (2) years with three (3) options for 12 month extensions depending on performance and funding availability.



### **3. SCOPE OF SERVICES**

#### **3.1. Overview**

When under contract #C031195, the successful proposer (henceforth referred to as the “Contractor”) will be responsible for providing CSMIN services that meet the objectives and requirements as stated in this RFP. All services provided under the resulting contract must be consistent with state and federal laws and regulations.

This section of the RFP and the referenced attachments provide details on specific requirements, Contractor responsibilities, and other critical information needed for Contractors to submit responsive proposals to this RFP. Contractors are solely responsible for meeting all the requirements in this RFP prior to proposal submission. Contractors are encouraged to submit written questions before the required deadline if needed.

Submission of a proposal is an affirmation by the Contractor that its organization complies with all requirements and specifications set forth in this RFP and that its organization is capable of providing the CSMIN deliverables and performing the services required in a manner consistent with the requirements and terms of this RFP and under the resulting contract.

To ensure a smooth transition of CSMIN services, the Contractor will commit fully qualified professional resources to all phases of the CSMIN project. NYSDOT reserves the right to approve the replacement of key personnel (project leadership; who may have responsibility with the CSMIN project) as well as all proposed Contractor personnel. The Contractor is required to adhere to the New York State Project Management Guidebook Release 2 for its project management methodology. The New York State Project Management Guidebook Release 2 can be obtained from:

<http://www.cio.ny.gov/pmmp/guidebook2/index.htm>

In its performance of the project, the Contractor is responsible for complying with New York State Office of Cyber Security (OCS) Policies, Standards and Guidelines, which are available at:

<http://www.dhSES.ny.gov/ocs/resources/>

The latest version of the Information Security Policy P03-002 is available at:

<http://www.dhSES.ny.gov/ocs/resources/documents/Cyber-Security-Policy-P03-002-V3.4.pdf>

The Contractor is also responsible for notifying NYSDOT of any security breaches. Details about the NYS Information Security Breach and Notification Act are available at:

<http://www.dhSES.ny.gov/ocs/breach-notification/>

NYSDOT Information Security Policies are available upon request to the selected Contractor.

#### **3.2. Deliverables**

Contractor will be responsible for providing all of the following deliverables:

### 3.2.1. Onboarding

The current contract that NYSDOT has for CSMIN services ends on March 27, 2014. The selected vendor under this contract will need to work with the current vendor to transition all Field Offices open at the time the contract starts from the current CSMIN contract to the new CSMIN contract. Every effort will need to be made to have all onboarding completed by the end of the current contract.

Transitioning from the current vendor to a new vendor will include, but is not limited to:

- Transferring ISP connections including legal rights and licensed use thereof, or establishing new ISP connections for any that can't be transferred. See Attachment 12 for a list of the current ISP providers by field office as of July 2013.
- Retrieving current equipment from the Field Offices and installing new equipment. Any of the following equipment that is found in the Field Office at the time of onboarding will be retrieved and replaced with new equipment:
  - Laptop bundles – including Broadcom 4313 GN 802.11 g/b/n 1x1 WiFi Adapter, 65W Hardware Kit, 6 cell Li-ion Battery, Integrated Gigabit Ethernet, AC adapter, Spare 6 cell battery, Docking station including additional AC adapter, Padded carrying case with houlder strap, External USB keyboard, Mouse – USB, Auto adapter, 16 GB USB flash drive, Cable lock, Surge protector
  - Printers, including MFPs
  - Plotters
  - Routers
  - UPS
  - Repeaters or booster antennae
  - Network shelters will be evaluated and replaced only if necessary
- Installing two Cisco Head End routers (active/passive mode) located at DOT (50 Wolf Road, Albany, NY). ITS-DOT will provide the connectivity from the Head End routers to the NYSDOT network, however the Contractor will provide the Internet connectivity (100 Mbps primary and 30 Mbps backup) from the Head End routers to the Field Offices.
- In the event that a permanent broadband Internet connection has not been established prior to March 27, 2014, the Proposer will need to provide the Field Offices with a temporary broadband Internet connection until the permanent connection is installed.

- As the last phase of onboarding, the CSMIN ISPs to the Regional Offices and Residencies will need to be terminated and the CSMIN equipment retrieved.

Onboarding will be bid on Worksheet 1 of Attachment 8 (CSMIN Cost Proposal Summary) as a fixed cost based on this scope of work not to exceed \$225,000 and will be comprised of all costs including but not limited to installation, shipping, travel time and expenses, overhead and staff costs. Half of the onboarding budget will be invoiced and paid one month after contract start and the other half will be invoiced and paid upon completion of onboarding. Vendors who propose costs in excess of \$225,000 will be considered non-responsive to this RFP.

### 3.2.2. Single Instance Costs

#### 3.2.2.1. Site Install

Site installation will consist of the following:

- Installation of a permanent Business Class connection (4 Mbps down and 768 Kbps up)
- Provision of a temporary broadband Internet connection to be used until the permanent connection is established
- Installation of a CISCO 891W router (provided by NYSDOT), UPS, network shelter.
- Installation of a Multi Function Printer (provided by NYSDOT) and ensure that it is set up to print
- Ensuring device connectivity and configuration,
- Hard wiring for each printer plus two additional lines
- If needed, installation of repeater and booster antennae. If the Contractor determines that any of these items are needed or cannot be reused, NYSDOT approval will have to be obtained prior to installation.
- LAN equipment installed must provide all users at the field office with a reliable connection to the Internet with full signal strength and without loss of connectivity.
- Updating the asset management system to reflect that the equipment is deployed and no longer in the warehouse.

Site install will be bid on Worksheet 2 of Attachment 8 (Per Instance Costs) as a fixed, per instance cost based on this scope of work and will be comprised of all costs including but not limited to installation, shipping, travel time and expenses, overhead and staff costs. Costs will be broken down between small (1-4 people) sites and large (5+) sites. As mentioned previously, approximately 65% of all sites are 1-4 people. Any charges for shipping equipment from the warehouse to a NYSDOT facility will be reimbursed at cost, no handling or processing costs will be allowed.

#### 3.2.2.2. Site De-install

Site de-installation will consist of removing all computing, network and printing devices from the Field Office when the office closes. All equipment must be inspected to determine if it is in good working condition and wiped clean of any data. The vendor will be responsible for following the process using the DoD 5220.22-M sanitization method. The asset management system must be updated to reflect that the equipment is in the warehouse and no longer deployed. In the event that equipment retrieved from a Field Office is no longer usable, the Contractor will be responsible for noting that in the asset management system and returning the item to NYSDOT to be decommissioned. No equipment will be retained by the contractor.

Site de-install will be bid on Worksheet 2 of Attachment 8 (Per Instance Costs) as a fixed, per instance cost based on this scope of work and will be comprised of all costs including but not limited to de-installation, shipping, travel time and expenses, overhead and staff costs. Costs will be broken down between small (1-4 people) sites and large (5+) sites. As mentioned previously, approximately 65% of all sites are 1-4 people. Any charges for shipping equipment from the warehouse to a NYSDOT facility will be reimbursed at cost, no handling or processing costs will be allowed.

#### 3.2.2.3. Single Asset Deployment/Recovery

Installation or recovery of a single piece of equipment after the Field Office has been set up (e.g. new staff member joins the office, additional equipment is needed, etc.). Single Asset Deployment/Recovery will be broken down into four separate categories:

- Printer/plotter – installation or recovery of a printer, MFP or plotter
- Laptop bundle – installation or removal of a laptop bundle as defined under Section 3.2.1 Onboarding
- Hardwiring a field office – if wireless connectivity is not sufficient to provide a reliable connection to the Internet with full signal strength and without loss of connectivity, the vendor may be asked to return to the office to hardwire
- Other – all other equipment will be shipped to the Field Office and billed to NYSDOT at the cost of shipping

Single Asset Deployment/Recovery will be bid on Worksheet 2 of Attachment 8 (Per Instance Costs) as a fixed, per instance cost based on this scope of work and will be comprised of all costs including but not limited to installation, shipping, travel time and expenses, overhead and staff costs. Any charges for shipping equipment from the warehouse to a

NYSDOT facility will be reimbursed at cost, no handling or processing costs will be allowed.

### 3.2.3. Monthly Costs

#### 3.2.3.1. Desktop Support

All Desktop Support requests under this contract will initially come in to the NYSDOT Help Desk. Level 1 requests will be handled by NYSDOT; any requests that cannot be handled by the Level 1 Help Desk will be assigned a ticket and referred to the contractor. The contractor will be given access to the NYSDOT Help Desk ticketing system and, in accordance with the Problems Resolution Process as outlined in Attachment 9, will be responsible for Acknowledging, Updating, and Closing Help Desk tickets via real time ticketing system as well as providing Level 2, Desktop Support as detailed below. In addition, the contractor will be responsible for logging all appropriate information regarding network issues and outages. The contractor must meet all Service Level Agreements as outlined in Attachment 10. Help Desk services for all users will be provided by NYSDOT Monday through Friday, from 7 AM to 6 PM (excluding New York State holidays).

It is anticipated that approximately 25 help desk tickets per day will be assigned and that most Help Desk tickets are Priority 3, single user having an issue with a piece of hardware (monitor, laptop, and printer). In recent months, the majority of break/fix tickets have been for issues of connectivity (reboot router), printers (add printer to users laptop, load drivers, call manufacturer for maintenance call) and hardware (ship new laptop to user – broken screens, keyboards). See spreadsheet included here as Attachment 11 for data on all desktop support tickets occurring over the past year. Please note; the scope of the project has changed considerably from the previous contract. Some previously created tickets may involve services that are no longer being requested. Vendors should review ticketing data carefully in relation to the scope of work included in this RFP. The ticketing data is provided to give prospective bidders details on past typical help desk issues and may not be representative of the actual submitted tickets for the term of this procurement.

The Desktop Support staff will be equivalent to an HBITS Specialist with normal skill demand. Duties for Level 2 Desktop Support are as follows:

- 1) Act as liaison to Level 1 Help Desk.
- 2) Using DOT Help Desk ticket system provide second level technical support for approximately 1,600 DOT users; monitoring incident queues, updating and closing Help Desk tickets, and ensuring all customers are informed of the ticket status.

- 3) Accurately document the details of the user request or issue, document the diagnostic steps performed when troubleshooting the issue and assist the user with resolution using existing procedures and documentation.
- 4) Use Desktop Support core tools (remote control) to assist users when needed and obtain a base knowledge in the core products supported by NYSDOT.
- 5) Install Ghost images on NYSDOT machines having a clear understanding how the image was created using the Ghost software.
- 6) Perform troubleshooting and hardware repairs on Laptops, Monitors, Printers, etc.
- 7) Work with Project Manager to maintain equipment via the manufacturer's warranty
- 8) Troubleshoot connectivity issues between the users location and the NYSDOT network
- 9) Support printers in a network environment including plotters, printers and MFP devices. This will also include monitor toner usage and maintaining printers.
- 10) Rebuilding of Windows profiles to solve application issues.
- 11) Inventory, process and ship warehoused inventory.

Desktop Support Services will be bid on Worksheet 3 of Attachment 8 (Monthly Costs) as a monthly cost based on this scope of work not to exceed \$20,000 per month and will be comprised of all costs including but not limited to travel time and expenses, overhead and staff costs. Vendors who propose costs in excess of \$20,000 per month will be considered non-responsive to this RFP.

#### 3.2.3.2. Project Management

Provide an experienced project manager (equivalent to an HBITS Project Manager with normal skill demand, Average rate) who is appointed for the duration of this project upon the award of this Contract. This position is anticipated to be a 1.0 FTE with core hours of 7:30 am to 4:00 pm however, the Project Manager is expected to be available on an as needed basis at the NYSDOT Project Managers discretion. The position will be located at and all status meetings will be conducted at 50 Wolf Road, Albany. Duties include but are not limited to:

- Act as primary liaison to NYSDOT regarding project status, meetings and reporting requirements
- Manage scope changes and financial, administrative and technical issues or concerns raised by NYSDOT
- Provide project direction and control of project personnel
- Coordinate all Onboarding
- Coordinate site installs and de-installs and equipment maintenance

- Coordinate with equipment manufacturers for repairs
- Coordinate repairs outside of manufacturer warranty (via vendor's extended warranty)
- All other administrative and coordination activities

The Project Manager has the authority to act for the Contractor in all aspects of the services to be performed pursuant to this contract. The Contractor shall, prior to appointing or replacing key personnel, request and obtain approval from NYSDOT. Should it become necessary to replace the Project Manager, the Contractor shall provide replacement staff members with equal or superior skills and qualifications, with full authority to act in that position for full performance under the Contract and with rates not to exceed those of the originally supplied staff member.

After contract award has been made, the Contractor will supply a Project Manager capable of all of the above duties and having thirty six (36) months of experience with networking, infrastructure build and help desk support. The Contractor will submit resumes for three Project Managers with 2 references each. NYSDOT staff will evaluate the resumes, check references and conduct interviews before selecting a candidate. In the event that none of the Project Managers proposed are acceptable, the Contractor will have to supply alternatives.

The Project Manager will be bid on Worksheet 3 of Attachment 8 (Monthly Costs) as a monthly cost based on this scope of work not to exceed \$17,500 per month. This amount will be comprised of all costs including but not limited to overhead and staff costs. Vendors who propose costs in excess of \$20,000 per month will be considered non-responsive to this RFP.

#### 3.2.3.3. ISP/Networking Costs

Connectivity from the Field Offices back to NY State DOT (50 Wolf RD) will be through a Business Class Internet (4 Mbps up and 768 Mbps down) connection or comparable depending on the needs of the office and services available. NYSDOT reserves the option to have the circuit upgraded when determined that more bandwidth is necessary. All ISP lines must list both the vendor and the NYSDOT as owners unless the ISP refuses to do so in which case the vendor must notify NYSDOT of this in writing. The permanent broadband Internet connection (as defined above) must be installed within 20 business days of NYSDOT's official request. The Contractor will be responsible for the setup and monitoring of the end to end network connectivity from the Temporary Construction sites to NYSDOT.

For all providers on the NYS OGS CTS contract, rates proposed must not exceed contract rates. A list of all ISPs that have been utilized over the course of the previous contract can be found in Attachment 12.

Proposer's should be aware that the network equipment NYSDOT uses is Cisco branded. While the contractor does not have to be on the NYS OGS CTES contract as a Cisco reseller, they are required to be a Cisco Partner and certified installer.

ISP/Networking costs will be bid on Worksheet 3 of Attachment 8 (Monthly Costs) as a monthly cost based on this scope of work and will be comprised of all costs including but not limited to overhead and staff costs.

#### 3.2.3.4. Extended Contractor Warranty Costs

The Proposer will provide an extended warranty that will cover service and annual maintenance costs. The service warranty will cover any service not covered by the manufacturer's warranty on all computing, printing, and plotting equipment. This will include accidental damage caused by NYSDOT staff but will not cover vendor, shipping or warehousing damage. The annual maintenance warranty will include annual inspection and cleaning of all laptop bundle, printers (including MFPs), and plotters including installation of printer maintenance kits. Annual inspections and preventative maintenance will be performed during the off-season (November to January) or alternatively can be carried out on warehoused equipment. Maintenance must be performed before deployment of any equipment during the construction season.

The Extended Contractor Warranty Costs will be bid on Worksheet 3 of Attachment 8 (Monthly Costs) as a monthly cost based on monthly price per unit times the number of units. This amount will be comprised of all costs including but not limited to shipping, travel time and expenses, overhead and staff costs. Any charges for shipping equipment from the warehouse to a NYSDOT facility will be reimbursed at cost, no handling or processing costs will be allowed.

#### 3.2.3.5. Warehousing

Unless otherwise directed by NYSDOT, the Contractor is responsible for storing equipment in a climate controlled, secured and fully insured facility separate from other non-NYSDOT where NYSDOT or ITS staff will be allowed access without notice during regular business hours. Contractor is not to assume that NYSDOT will provide any storage facilities. All equipment shall be tracked through the NYSDOT asset management system.



During the onboarding phase, new equipment purchased by NYSDOT will be shipped directly to the Contractor's warehouse for storage. See Attachment 17 for a list of the current equipment owned to determine approximate square footage needed. During onboarding, the Contractor will deploy equipment from their warehouse and all equipment retrieved from the field offices will be brought back to the warehouse where it will remain until NYSDOT staff recovers it. NYSDOT will recover all equipment within 30 days of its retrieval by the Contractor.

After the onboarding phase is complete, NYSDOT will supply a timeline and specific instructions to recover, package, document, and return any equipment retrieved by the Contractor to NYSDOT. By the end of this contract period all data, equipment, or other assets will be in NYSDOT or ITS possession. No equipment will be retained by the contractor.

Warehousing costs will be bid on Worksheet 3 of Attachment 8 (Monthly Costs) as a monthly cost based on this scope of work not to exceed \$6.00 per square foot. This amount will be comprised of all costs including but not limited to shipping, overhead and staff costs. Any charges for shipping equipment from the warehouse to a NYSDOT facility will be reimbursed at cost, no handling or processing costs will be allowed.

3.2.3.6. Consumables

Contractor must proactively, remotely monitor toner/ink levels on all printers/plotters and have replacement cartridges delivered to the Field Office for user install prior to them going empty. All other printer maintenance/repair/replacement is the Contractor's responsibility through the helpdesk. Any charges for purchasing and shipping consumables from the warehouse to a NYSDOT facility will be reimbursed at cost, no handling or processing costs will be allowed.

3.2.4. Offboarding

NYSDOT offers the CSMIN RFP as a 2-year contract with three 1-year options to extend it. At the conclusion of this CSMIN contract, NYSDOT will require the selected Contractor to cooperate during the end of contract transition of the CSMIN services from the selected Contractor to either a new Contractor or to NYSDOT. This process is Offboarding.

3.2.4.1. The selected Contractor is required to provide as part of their proposal an end of contract transition plan that details how CSMIN services will be transitioned to either another Contractor or to NYSDOT. Contents of the End of Contract Service Transition plan will include, but not be limited to:

- 3.2.4.1.1. Documentation – a complete listing of CSMIN-related documentation will be provided including but not limited to: LAN diagrams, equipment inventories, Help Desk processes, ordering procedures, equipment architecture, etc.
- 3.2.4.1.2. End of Contract Transition Plan – the plan will outline the procedures, process and scheduling of transitioning existing CSMIN services/processes to either another Contractor or NYSDOT. Part of this End of Contract Transition Plan will include a strategy for maintaining services during a transition phase to another Contractor or NYSDOT.
- 3.2.4.1.3. Transfer of ISP Lines – The End of Contract Transition Plan must include a strategy for transitioning leased/licensed ISP lines from the current Contractor to another Contractor or NYSDOT
- 3.2.4.1.4. Knowledge Transfer – the plan will detail how collective CSMIN knowledge (e.g. NYSDOT Construction business needs, common field procedures related to CSMIN, etc.) will be transferred to another Contractor or NYSDOT.

### **3.3. Contractor Responsibilities**

- 3.3.1. All equipment and communication requirements shall be provided within seven (7) business days of NYSDOT initiating such a request.
- 3.3.2. Contractor will have to work cooperatively at NYSDOT's general direction with the current contractor during transition to eliminate downtime for users.
- 3.3.3. All repairs/replacements must be completed within 2 business days of notification via the Help Desk System in accordance with the SLAs attached here as Attachment 10.
- 3.3.4. Contractor will be responsible for providing NYSDOT with monthly reports itemizing equipment installed, de-installed, repaired and decommissioned (i.e. equipment that could not be repaired).
- 3.3.5. Contractor will be given access to the NYSDOT Asset Management System and will be responsible for updating the system when equipment is installed, deployed, or decommissioned.
- 3.3.6. At the time of site installation, the Engineer In Charge, or their designee, will need to sign off that the installation is complete.
- 3.3.7. Personnel & Physical Site Security

3.3.7.1. Security & Site Visits

All Contractors, including its employees, officers, agents and subcontractors, shall be required to comply with all present and future security policies of the NYSDOT. In addition, all Contractors, subcontractors, project managers, their employees, officers and agents, and any and all persons involved in projects and work assignments under this Contract will be required, prior to access to any NYSDOT site, to be given a security clearance by NYSDOT. Anyone seeking access to a NYSDOT site must provide their name, address, date of birth, company affiliation, and a company point of contact for employment verification, at least one week prior to any site visit. Once preliminary access approval is granted by the NYSDOT, all visitors to a site must provide two (2) forms of valid identification, including one photo ID and written authorization that they are acting on behalf of a designated employer. Only after site authorization is confirmed will access to the State site be approved.

3.3.7.2. Physical Security During the Delivery of Contracted Services

3.3.7.2.1. The Contractor shall be solely responsible for the safety and security of all non-NYSDOT facilities, warehousing, vehicles and components during the term of the engagement (temporary and/or permanent), with the exception that the Contractor is not responsible for overall building security where the facility is under the control and management of NYSDOT, State, local or federal agencies. The Contractor shall be responsible for, and shall correct, any failure or theft of any component or portion of the project due to inadequate physical and/or information security at its cost and expense.

3.3.7.2.2. The physical security and the information security of project data shall be provided at a level commensurate with that normally established for a similar system in today's heightened security environment. All components of site security shall be of suitable strength and design, and shall reasonably withstand attempts to gain unauthorized access, (e.g., intrusion detection devices, cameras, etc.).

3.3.7.3. Access By Personnel

3.3.7.3.1. The Contractor, its officers, agents, subcontractors, and their employees and independent Contractors, shall be required to comply with all applicable facility and information security policies and procedures of the NYSDOT and the State in performing the scope of work under this Contract. Such policies and procedures shall be communicated to the Contractor as a condition precedent to Contractor's obligations under this paragraph.

3.3.7.3.2. The Contractor, on behalf of its officers, agents, subcontractors, and their employees and independent Contractors, shall execute a

Non-Disclosure agreement as prescribed by NYSDOT in Attachment 13.

- 3.3.7.3.3. The Contractor warrants that each individual performing work under this Contract is legally eligible to work in the United States and that such eligibility shall be maintained at all times during the engagement while the individual is accessing any NYSDOT, State or local government facilities, information systems or data contained therein. In addition, prior to accessing any State or local government facilities, project information systems or data contained therein, the Contractor, and its officers, agents, subcontractors, and their collective employees and independent Contractors proposed to perform work under this Contract, shall be required to:
- 3.3.7.3.3.1. Obtain security clearances from NYSDOT which may include, at NYSDOT's discretion, a criminal history and/or background investigation of each individual proposed to perform work under the Contract. Each individual assigned to the project, by or through the Contractor, shall be required to submit identifying information to NYSDOT;
  - 3.3.7.3.3.2. Obtain from the State and prominently display on their person at all times, state issued identification cards while physically present at any State or local government facility; and
  - 3.3.7.3.3.3. Where an emergency or other circumstance occurs which renders immediate compliance with the foregoing requirements impractical, NYSDOT may, in its sole judgment, defer an individual's compliance with the foregoing requirements and grant temporary access. Such deferment shall not be construed as a waiver of NYSDOT's or the State's right to subsequently require security clearance as to any individual previously granted such temporary access; provided however, that even in such circumstances, the State shall approve such individual's access prior to such individual accessing a site, system or data and the State may accompany such individual at all times when on-site.
- 3.3.7.3.4. The State reserves the right, in its sole discretion, and without liability to the Contractor's officers, agents, subcontractors, and their collective employees and independent Contractors assigned to work under the Contract, to withhold approval of and refuse to permit access to State or local government facilities, electronic information systems or data contained therein to any individual proposed by or through the Contractor:
- Who refuses to comply with the security procedures outlined in this paragraph; or

- Where the State determines that the individual may present a risk to the State's security interests.

3.3.7.4. The State shall not be liable for payments or damages of any kind if the Contractor is delayed or unable to perform under the Contract as a result of the State's denial of access to any individual(s) pursuant to this paragraph.

### 3.3.8. Administrative Rights

3.3.8.1. The Contractor will only provide desktop computer operating system (currently Windows XP SP2) Administrative Rights to its support staff, and limited others subject to the agreement of both NYSDOT and Contractor project managers.

### 3.3.9. Pricing for Contract Extension

Should NYSDOT elect to exercise an extension to the resulting agreement, the Contractor's pricing for the preceding year will be subject to an increase equal to the percentage increase, not to exceed 2%, in the Consumer Price Index (CPI) for all urban consumers (CPI-U) as published 60 days prior to the anniversary date for the preceding 12 month period by the U.S. Department of Labor, Bureau of Labor Statistics, Washington D.C. 20212. In the event the CPI reflects a negative adjustment, the Contractor's pricing for the extension will remain flat. The index is also available through the Internet at the Bureau of Labor Statistics web site at <http://stats.bls.gov/>. Go to "Inflation and Consumer Spending" then click "Consumer Price Index" and then click on "Tables created by BLS" then click on "Table Containing History of CPI-U U.S. All Items Indexes and Annual % Changes 1913 to Present."

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI for the 2nd month prior to the month of the start date of the Contract and subtract this figure from the CPI value for the 2nd month prior to the anniversary date of the Contract. (e.g., if start date begins in December, use the September CPI). That sum is then divided by the CPI value for the original 2nd month prior to start date and this result is then multiplied by 100 to equal the percent change that is the price adjustment value. This percentage of increase or decrease shall be applied to the Contract year, effective on the latter of the anniversary date or upon notification by NYSDOT.

The following example illustrates **the computation of percent change**:

CPI for current period      136.0

Less CPI for previous period	<u>(-) 133.0</u>
Equals index point change	<u>= 3.0</u>
Divided by previous period CPI	<u>÷ 133.0</u>
Equals	<u>= 0.0225</u>
Result multiplied by 100	<u>= 0.0225 x 100</u>
Equals percent change	<u>= 2.25%</u>

### 3.3.10. Billing

The Contractor shall provide NYSDOT with itemized paper and electronic bills on a monthly basis by the 15th of each month for the previous month in a format deemed acceptable by the NYSDOT project manager(s). The bill should reflect the following categories the exact format of which will be agreed to by both the Contractor and NYSDOT project managers: Onboarding (during the onboarding phase only), Per Incident costs, and Monthly costs. In general, all Fees must be directly related to each specific user or site. Any charges without this information will be refused.

### 3.3.11. Service Levels

3.3.11.1. Various Service Levels have been established for several of the services to be provided and these are shown in Attachment 10. In general, the time limits vary with the importance and scope of the service event. The penalties shown below will be imposed for failure to meet the Service Levels.

3.3.11.1.1. For Service Level Agreements (SLA), any Help Desk calls assigned to the Contractor after Help Desk hours will be considered as assigned at the start of the next business day. See section 3.2.3.1 for hours that the Contractor Help Desk is expected to operate.

3.3.11.1.2. The Contractor is required to setup the Field Office with all requested equipment (includes the LAN) within 7 business days of NYSDOT initiating such a request. This excludes the WAN broadband connection service.

3.3.11.1.3. The Contractor is required to have a temporary WAN connection in place the day the Field Office is set up.

3.3.11.1.4. The Contractor is required to have a permanent WAN connection in place as soon as possible, but within no more than 20 business days of NYSDOT initiating the request for the setup of the Field Office.

3.3.11.1.5. After the initial Field Office setup request, the Contractor is required to supply any additional requested services within 7 business days of NYSDOT initiating such a request.

- 3.3.11.1.6. The Contractor is required to meet with the NYDOT Project Manager and NYSDOT Service Desk Manager on a weekly basis to review the work performed in the previous week and determine if these SLAs are being met.
- 3.3.11.1.7. NYSDOT may approve time extensions for certain services on a case-by-case basis if the Contractor can justify that the additional time required is beyond their control and NYSDOT adjudges that reasonable efforts were taken to achieve the original deadline.

### 3.3.11.2. Penalties

3.3.11.2.1. In the event that the Contractor fails to meet the time requirements for providing services described herein, penalties will be assessed and charged against the Contractor. For every business day the Contractor is in default, a penalty will be charged. Time durations will be measured in business days. If the Contractor is in default for any portion of a day, the Contractor will be considered in default for that entire day. The penalty rate shall be five hundred dollars (\$500) per day in default. The Contractor will deduct any penalties imposed from their next monthly bill.

3.3.11.2.1.1. Where loss of service is beyond the Contractor's control and the Contractor has shown good faith in trying to correct problem, NYSDOT reserves the right to waive any penalties in whole or in part.

3.3.11.2.1.2. The Contractor will have the right to dispute any penalties imposed by submitting a written notice of dispute to the NYSDOT Project Manager within 30 business days of when penalty is imposed. The NYSDOT Project Manager will have final say on all disputes. The written notice will include:

- Date on which dispute occurred or conditions resulting in the dispute
- Events that caused dispute to occur.
- Identification of any pertinent documents relating to such dispute.

### 3.3.12. Help Desk

3.3.12.1. For problems that the Contractor is responsible for resolving, Contractor must be able to automatically receive ticket re-assignments from the NYSDOT Help Desk and be able to provide problem resolution statuses. The method for doing this must be agreed to by both the NYSDOT and Contractor project manager. For an envisioned problem resolution process, please refer to Attachment 9.

3.3.12.2. Contractor-provided Help Desk Services shall be available on the same schedule that NYSDOT's Help Desk operates, which is currently Monday through Friday, from 7 AM to 6 PM EST. The NYSDOT Help Desk does

not operate on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

3.3.13. Theft/Loss

In the event of theft or loss of, or damage to equipment, the party (NYSDOT or the Contractor) who was in possession of the equipment at the time of the incident, is responsible for assuming any applicable replacement charges. Replacement equipment shall be provided within two (2) business days of notification to the Contractor that the equipment is missing.

3.3.14. Date/ Time Warranty

- 3.3.14.1. Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes, or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.
- 3.3.14.2. Where Contractor is providing ongoing services, including but not limited to: i) maintenance or support services, or ii) Contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
- 3.3.14.3. Limitation of Liability, Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

- 3.3.15. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days, or b) the Contractor or Product manufacturer/developer stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.



### **3.4. NYSDOT Responsibilities**

- 3.4.1. NYSDOT will maintain the secure gateway and provide the required access for all Construction staff that needs to use it.
- 3.4.2. NYSDOT will provide an approximate forecast for the services it anticipates needing and will update this forecast every 20 business days. This forecast will indicate which products and services are needed, when they are needed and where they are needed. NYSDOT will endeavor to make this forecast as accurate as possible, however it is understood that the work is subject to change to meet actual field needs.
- 3.4.3. Asset Allocation/Asset Management
  - 3.4.3.1. NYSDOT will specify a limited number of authorized staff who can order services via this contract.
  - 3.4.3.2. No services will be ordered via this contract for any other purpose than that specified in the contract.
  - 3.4.3.3. NYSDOT will make all reasonable efforts to request no more than one computer per person.
- 3.4.4. All anti-virus updates, security patches and software upgrades will be deployed by NYSDOT.
- 3.4.5. NYSDOT will provide the contractor with the necessary privileges (rights) to perform the duties listed under this contract. This would include the ability to join computing devices to the domain and administrative accounts to computing devices.
- 3.4.6. The CSMIN IP space will be assigned by NYSDOT.
- 3.4.7. The CSMIN network will connect to the NYSDOT network for DHCP, DNS, and other user services.

## 4. PROPOSAL FORMAT AND CONTENTS

### 4.1. General Procedures

Proposers must submit a complete proposal in response to this RFP, using the format and forms provided in this section and in the RFP's attachments, responding to all requirements and following all instructions. Submission of a proposal shall be construed by NYSDOT as the proposer's acceptance of the procedures, evaluation criteria, and other administrative instructions in this RFP. **NYSDOT may deem a proposal non-responsive and remove the proposer from consideration for failure to provide the information required or for failure to submit a proposal in the required format.**

**Proposers must deliver proposals to NYSDOT Contract Management Bureau no later than 2:00 PM ET on September 27<sup>th</sup>, 2013.** Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposal in NYSDOT Contract Management Bureau's offices.

For the purposes of evaluation, each proposal must be submitted in two (2) parts. Part I shall consist of the Technical and Management submittal. Part II is the Cost and Contract submittal. Each part of the proposal must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently, and the Technical and Management submittal can be evaluated strictly on the basis of its merits. Cost information is **not** to be included in the Part I submittal. Your proposal should follow the format listed below:

### 4.2. Proposal Format

In order to promote uniformity of preparation and review, proposals must adhere to the following requirements:

- Proposers must submit its Technical and Management Part I Proposal and its Cost Part II Proposal in separate sealed packages.
- Proposals shall be submitted in three-ring binders. Do not submit proposals bound in any other way (e.g., stapled, spiral- or cloth-bound are not permitted).
- Clearly label any attachment with the proposer's name, RFP name, and contract number.
- Electronic or fax submission of proposals is not allowed
- Proposals must be printed on standard 8½ by 11-inch white paper. Pages should be printed double-sided. Color printing is allowed. Larger sized 11 by 17-inch 'fold-outs' are permitted (provided the binding does not prevent folding out).
- Proposals must be organized in accordance with the format set forth in the RFP document.
- Proposal text should be 11 point font or larger, except where necessitated for readability of tables, figures, schedules, or special graphics. Twelve (12) point font is preferred. Please avoid printing schedules using fonts smaller than 8 point.

- Proposals must be self-contained and not reference web-links.
- Illustrations that support the text must be simple and direct and be either sized to fit on 8½ by 11-inch paper or printed on 11 by 17-inch paper as long as the pages are folded to the 8½ by 11-inch size, and can be folded out from the bound spine of the document. Color illustrations and photographs must be reproducible in black and white without obscuring their distinctive information.
- Proposals that make extensive use of color illustrations or photographs, or that include separate brochures or overly elaborate embellishments, are discouraged.

#### 4.2.1. Part I: Technical and Management Submittal

The Technical and Management Proposal (Part I) response requirements are listed in Table 2. Please be sure that these instructions are followed to ensure that your proposal is considered responsive to be eligible for contract award.

**Table 2, Technical and Management Proposal Pre-Screening Checklist**

ID	Requirement
R-1	The Proposer shall submit ten (10) printed and bound hard copies of the Technical and Management Proposal (Part I), plus one (1) copy of Part I on CD/DVD in MS Office 2007.
R-2	The Technical and Management Proposal shall be securely sealed and clearly labeled with the Proposer's name, address, and telephone number and the words "CSMIN Services RFP Part I — Technical and Management Proposal (C031195)."
R-3	The Technical and Management Proposal shall contain the name(s) of the person(s) who prepared the proposal.
R-4	The Technical and Management Proposal shall contain the name, address, and telephone number of the contact person(s).
R-5	The Technical and Management Proposal shall include a Signed Cover Letter on official business letterhead.
R-6	The Technical and Management Proposal shall contain a Table of Contents identifying each major section and its initial-page number.
R-7	The Technical and Management Proposal shall contain an Executive Summary of the proposed approach.
R-8	The Technical and Management Proposal shall contain the technical approach broken down into the following tabs as detailed in Section 4.2.1.1 through 4.2.1.6 below: <ol style="list-style-type: none"> <li>1. Cover Letter</li> <li>2. Table of Contents</li> <li>3. Executive Summary</li> <li>4. Technical Approach</li> <li>5. Contractor Experience</li> </ol>

R-10	The Technical and Management Proposal shall include a completed <b>Attachment 14</b> ‘Company Experience and References’ containing the names and contact information for at least three entities for which the Proposer has provided, or is currently providing, similar projects in scale and scope and which are willing to provide a reference on behalf of the Proposer to NYSDOT. If sub-Contractors are part of the Proposer's proposal, the Proposer shall submit at least one reference for each of the sub-consultants.
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NYSDOT reserves the right to make clarifications to the scope of work to be performed under this Agreement, via RFP **Attachment 1**, Exhibit A, Scope of Work Clarifications, during contract finalization with the selected Proposer.

#### 4.2.1.1. Cover Letter

The Proposer must submit a cover letter with their Technical and Management Proposal (Part I).

Any claims of confidential and proprietary information should be identified and addressed in the cover letter. NYSDOT may protect confidential and proprietary information from disclosure to the extent permitted by the Freedom of Information Law (“FOIL”), Article 6 of the Public Officers Law, provided that NYSDOT agrees beforehand to shield the release of such proprietary information. If a proposer believes information included in their Technical and Management Proposal (Part I) is confidential and proprietary, they should identify those page(s) of their proposal which contain such information as “confidential and proprietary.” **Labeling all pages as “confidential” or “proprietary” is unacceptable – such proposals will not be accepted.** unless the proposer re-labels their proposal to only identify what specific material is to be shielded from public scrutiny. All proposers shall explain the material and substantive reason(s) why the information should be considered exempt from public disclosure under FOIL. The identification of pages, and the reasons for exemption, should be included in the Executive Summary of your proposal. NYSDOT reserves the right to only consider those FOIL exemption requests for which public release of such information would truly be injurious to a firm. The State will only consider confidential and proprietary those items which it agrees are confidential and proprietary based on the proof provided by the Proposer and responses to the State’s questions regarding any such claims.

The Cover Letter Response Requirements are defined in Table 3 below.

**Table 3, Cover Letter Response Requirements**

ID	Requirement
R-11	The Proposer must submit a signed Cover Letter on official business letterhead.
R-12	The Proposer’s Cover Letter shall contain the signature of an official authorized to bind the Proposer to all provisions of the proposal.

ID	Requirement
R-13	<p>The Proposer's Cover Letter shall contain the following information regarding the Proposer's official representative for its proposal:</p> <ul style="list-style-type: none"> <li>• Name of Proposer's official representative</li> <li>• Title</li> <li>• Name of company</li> <li>• Address</li> <li>• Telephone number</li> <li>• FAX number</li> <li>• E-mail address of Proposer's representative</li> </ul>
R-14	<p>If the prime Contractor has multiple offices that will be involved in providing the CSMIN services, the Proposer's Cover Letter shall indicate which will be primarily responsible for the contract. The Proposer's Cover Letter shall also indicate which other offices are also involved.</p>
R-15	<p>The Proposer's Cover Letter shall contain the names of all subcontractors involved in the Proposer's response (if applicable).</p>
R-16	<p>The Proposer's Cover Letter shall contain a statement certifying that the proposal shall remain valid for at least 365 days.</p>
R-17	<p>The Proposer's Cover Letter shall include a statement that, if awarded the contract, the Contractor will comply with all the requirements set forth in this RFP.</p>
R-18	<p>The Proposer's Cover Letter shall include a statement that the offered named key personnel will be provided once NYSDOT issues a notice to proceed. NYSDOT does not allow unapproved substitutes.</p>
R-19	<p>The Proposer's Cover Letter shall specifically identify by page number, line, or other appropriate designation, that information it alleges to be a trade secret, and shall explain in detail why such information is allegedly a trade secret.</p>

#### **4.2.1.2. Table of Contents**

The Table of Contents should identify each major section of the Proposer's Technical and Management Proposal (Part I), along with its initial-page number. Any offered attachments or addenda shall be cited here.

#### **4.2.1.3. Executive Summary**

The Technical and Management Proposal (Part I) should include an Executive Summary of not more than two pages that provides a brief and concise description of the proposed approach and work effort. Feel free to concisely discuss emerging trends and relevant issues.

#### 4.2.1.4. Technical Approach

The Proposer shall describe its approach for performing the work and accomplishing the scope and objectives as identified in Sections 2 and 3 of this RFP.

The Proposer's technical approach shall include the following:

##### 4.2.1.4.1. Onboarding Approach

The first phase of the CSMIN engagement is to transition from the current vendor and NYSDOT to the new vendor and NYSDOT. The Proposer shall provide a comprehensive description of its plan to onboard to the CSMIN initiative.

##### 4.2.1.4.2. Operation and Maintenance Approach

The Proposer shall describe its approach for operating and maintaining the CSMIN network. Proposers shall include their approach to providing Desktop support services in this section.

##### 4.2.1.4.3. Offboarding Approach

At the end of this contract, the contract will transition to either another vendor or directly to the State. Proposers shall provide a comprehensive description of its plan to offboard from the CSMIN initiative.

**Table 4, Technical Approach Response Requirements**

ID	Requirement
	Onboarding Approach
R-20	The Proposer will provide a transition plan describing the key tasking, milestones and deliberables for taking responsibility for the CSMIN network. At a <b>minimum</b> this transition plan should include: <ol style="list-style-type: none"><li>1. Assessment – describe how the Proposer plans to assess the existing CSMIN network and operation in order to determine: desktop support staffing levels, network monitoring strategies and other matters needed to successfully operate and maintain the network.</li><li>2. Milestones – describe the key phases or gateway moments during the onboarding process.</li><li>3. Schedule – provide a timeline detailing when milestones will be accomplished in order to meet the March 28, 2014 deadline.</li><li>4. Network Connectivity – describe how the Proposer plans to commission new Field Offices during the Onboarding Phase.</li></ol>
R-21	The Proposer will describe its collaboration approach with the existing vendor and NYSDOT during the Onboarding Phase.
	Operation and Maintenance Approach

ID	Requirement
R-22	<p>The Proposer shall describe its technical approach for addressing the Deliverables identified in RFP Sections 3.2.2 through 3.2.2.1 and 3.2.2.3 through 3.2.2.6:</p> <ol style="list-style-type: none"> <li>1. Site installation</li> <li>2. Site De-install</li> <li>3. Single Asset Deployment/Recovery</li> <li>4. Desktop Support</li> <li>5. Project Management</li> <li>6. ISP/Networking costs</li> <li>7. Extended Contractor Warranty Costs</li> <li>8. Warehousing</li> <li>9. Consumables</li> </ol>
R-23	The Proposer shall describe how the SLAs in Attachment 10 will be met.
	<b>Offboarding Approach</b>
R-24	The Proposer shall describe its technical approach for addressing the end of contract System Transition Contractor Responsibilities identified in RFP Section 3.2.4
R-25	The Proposer shall describe in its technical approach any infrastructure documentation to be provided as part of the end of contract transition.
R-26	The Proposer shall describe in its technical approach any application documentation to be provided as part of the end of contract transition.

#### 4.2.1.5. Contractor Experience

NYSDOT considers proposers' qualifications and experience to be critical to the success of this project. The Contractor must provide NYSDOT with information on the team's qualifications and experience. The provided team experience must be relevant and must be for services comparable, in scale and in scope, to NYSDOT's operation. NYSDOT understands that there may be a need for a potential Contractor to use one or more subcontractors to satisfy certain requirements. The Contractor experience requirements can be satisfied by the prime Contractor or its subcontractors. Contractor Performance Requirements for Experience and Qualifications are described in Table 5.

**Table 5, Contractor Experience Requirements**

ID	Requirement
R-27	<b>Mandatory:</b> The Contractor team shall have a minimum of thirty six (36) months of verifiable experience providing site installation, site de-installation, and single asset deployment and recovery to remote locations over a an area of 50,000+ square miles.

<b>ID</b>	<b>Requirement</b>
R-28	<b>Mandatory:</b> The Contractor team shall have a minimum of thirty six (36) months of verifiable experience providing desktop support and tracking of break/fix requests to a comparable number of end users for computer, peripheral and network equipment similar to that required by this contract.
R-29	<b>Mandatory:</b> The Contractor team shall have a minimum of thirty six (36) months of verifiable experience installing, configuring, monitoring and maintaining a network of at least 100 sites supporting at least 1000 users.
R-30	<b>Mandatory:</b> The Contractor team shall have a minimum of thirty six (36) months of verifiable experience providing proactive maintenance to avoid breakdowns .

#### **4.2.2. Part II – Cost and Contract Proposal**

The Part II proposal response requirements are listed below. Please be sure that these instructions are followed to ensure that the Cost and Contract Proposal (Part II) satisfies the requirements specified in Table 6. Satisfaction of these requirements is mandatory in order to be considered responsive and eligible for contract award.

**Table 6, Cost and Contract Proposal Pre-Screening Checklist**

<b>ID</b>	<b>Requirement</b>
R-31	The Proposer shall submit five (5) Printed and bound hard copies of the Cost and Contract Proposal (Part II), plus one copy on CD/DVD.
R-32	The Cost and Contract Proposal (Part II) shall be securely sealed and clearly labeled with the words “NYSDOT, CSMIN Services RFP, Part II — Cost and Contract Proposal (C031195).”
R-33	The Cost and Contract Proposal (Part II) shall include the required cost information in a completed <b>Attachment 8</b> , ‘Cost Proposal’ in both a hardcopy and a CD/DVD in MS Excel 2007 compatible format..
R-34	The Cost and Contract Proposal (Part II) shall contain the name, title, address, email, and telephone number of the person(s) with authority to negotiate, and who may be contacted during proposal evaluation.
R-35	The Cost and Contract Proposal (Part II) shall include a completed <b>Attachment 2</b> . Proposers are reminded that they must sign Sections II and III.



ID	Requirement
R-36	<p>The Cost and Contract Proposal (Part II) shall include a completed <b>Attachment 3</b>, ‘Procurement Lobbying Law Compliance Forms’ (Offeror’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) and Offeror Disclosure of Prior Non-Responsibility Determinations).</p> <ul style="list-style-type: none"> <li>• These two forms are required with a firm’s RFP Response.</li> <li>• These forms are also available at:  <a href="https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions">https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions</a>.</li> </ul> <p><b><u>Note: Failure to submit the completed Procurement Lobbying Law Compliance Forms with your proposal will result in elimination from consideration for contract award.</u></b></p>
R-37	<p>The Cost and Contract Proposal (Part II) shall include a completed <b>Attachment 6</b>, ‘MBE and WBE Participation Information’.</p>
R-38	<p>The Cost and Contract Proposal (Part II) shall include a completed (if applicable) Attachment 7, ‘MBE and WBE Participation Solicitation Log (Good Faith Effort Documentation).</p>
R-39	<p>The Proposer shall complete and submit all future RFP Modification Acknowledgement Forms as instructed.</p>

The Cost and Contract Proposal (Part II) consists of two sections: 1) a Cost Section, which sets forth the lump-sum fees and rates for performing the work in the scope of Services; and 2) a Contract Section, which provides the required State certification and RFP administrative forms. All signatures on each copy must be original.

Cost information is **not** to be included in the Part I submittal, and Technical and Management information is **not** to be included in Part II submittal.

#### 4.2.2.1. Cost Section

NYSDOT requires that all cost information be presented using the RFP-provided Microsoft Excel spreadsheets (see **Attachment 8**, ‘Cost Proposal’) in both a hardcopy Part II response and an electronic copy on CD/DVD, with the latter securely presented in the Part II response. The accuracy of all information entered in the spreadsheet is the sole responsibility of the Proposer.

When completing the Excel cost worksheets included in **Attachment 8**, Proposers shall follow these instructions:

The costs the proposer provides within the Cost Proposal must include ANY AND ALL fees, charges, or costs for the duration of the contract, including but not limited to:

- All direct and indirect costs as well as all overhead, fees, and profit, including but not limited to:

- Labor, parts, shipping, material and equipment cost
- Software license costs
- Emergency work; maintenance services as specified herein
- Repairs and replacement of major or minor parts as necessary
- Administrative, reporting, or other requirements, overhead costs, and profit
- Services not explicitly stated in these specifications, but necessarily attendant thereto as applicable to the associated item for which the rate/fee is being quoted

Terminology used in the cost spreadsheets for products and services must be consistent with the terminology used in the technical portion of the response. All worksheets included in Attachment 8 must be completed in order for the response to be considered complete. Proposer should not make entries in colored cells in the Attachment 8 Excel spreadsheets. Best and Final offers may be requested of all firms.

The Proposer shall include the cost for any third party services and/or data needed to support its proposed design. These recommendations must comply with all requirements and specifications described in this RFP. **The State reserves the right to purchase third party services and/or data specified by the Proposer from established State purchasing contracts if it is deemed to be in the best financial interest of the State. The State reserves the right to add any third party services and/or data costs to a firms cost offer which are required to support its proposed design and implement its solution but not included in a Proposer’s proposal Part II cost submission.**

The Cost Proposal shall be presented as a fixed price with required cost breakdowns (detailed information defining and explaining the elements and metrics of the Cost Proposal by phase/activity or task/subtask). Additionally, Proposers should submit standard pricing information (product licenses, daily rates, overhead, fees, etc.). NYSDOT may request a “Best and Final Offer” from any and all Proposers during the final stages of the proposal evaluation process.

#### **4.2.2.2. Contract Section**

##### **4.2.2.2.1. Acceptance of Terms and Conditions**

The Contractor shall specifically state its acceptance of all Terms and Conditions, appendices and exhibits contained in Attachment 1 Contract. Firms that are considering tendering a competitive proposal are encouraged to ask questions regarding the contract during the question and answer phase of the solicitation process (before proposals are due). **Taking exception to the contract is not allowed.**

Proposers shall complete and submit the “Consultant Information and Certifications Form,” included as Attachment 2 Consultant Information and Certifications to this RFP, to indicate their **acceptance of all** of the terms and conditions contained in the Contract. Altering this form without the prior express, written approval of NYSDOT is prohibited and will lead to the proposal being deemed non-responsive and subsequently dismissed. Be sure to include the full, legal name of all proposed firms.

The only opportunity a firm has, should they have a question regarding the acceptability of any of the draft contract’s terms and conditions, exhibits and appendices is during the question-and-answer period prior to proposal submission.

NYSDOT will not entertain questions regarding the contract brought to its attention after the close of the question-and-answer period. NYSDOT will not entertain exceptions during contract finalization. The Contractor’s proposal and/or proposed cost must not be contingent upon any draft contract exceptions or project assumptions.

During contract finalization with the selected Contractor, NYSDOT reserves the right to make minor clarifications to the scope of services to be performed under contract #C031195 via Attachment 1, Exhibit A, Scope of Work Clarifications, prior to contract execution.

#### **4.2.2.2.2. Minority-Owned Business Enterprise and Women-Owned Business Enterprise Participation**

The New York State Department of Transportation has established a combined M/WBE participation goal of 20 percent for this solicitation. Meaningful participation by a certified M/WBE subcontractor(s) counts toward the M/WBE participation goal. Meaningful participation is defined as providing commercially useful functions or services. These services should:

- Result in a product or service either distinguishable from the Prime Contractor’s product or service or can be a part of the services performed by the Prime Contractor,
- Be for scope of service elements which can be and are completely performed, supervised and managed by the MBE and/or WBE Contractor, and/or perform significant tasks which can be considered commercially marketable.

A prime Contractor that is an M/WBE is encouraged to make a good faith effort to include M/WBE subcontractors in their proposal. Only participation by certified MBE and/or WBE subcontractors may count towards the contract participation goal.

Interested proposers should verify their attainment of the above established M/WBE participation goal by completing **Attachment 6** M/WBE Participation Information. Provide the legal names of all certified MBE and certified WBE Contractors (prime and/or subcontractor). For participation to count towards the

Department's M/WBE goal set for this solicitation, the offered MBE and/or WBE participating firm must be currently certified by Empire State Development. If the proposal does not meet the 20% percent participation goal, the firm must provide evidence of a good faith effort by completing one Attachment 7 M/WBE Participation Solicitation Log.

Additionally, if the firm does not meet the specified goal, the firm must include in its submission an M/WBE Goal Attainment Explanation Letter explaining why the firm was unable to meet the applicable M/WBE goal (in full or if partially), which serves to substantiate the firm's good faith effort. The letter should include sufficient justification as to why the goal was not met or was met partially and should at a minimum address the following factors: the potential firm's method of accomplishing the work, the subcontracting opportunities associated with the proposed approach and scope of services, and the availability of certified firms for the work to be performed by either a prime Contractor or via subcontract.

The above forms and letter must be included in Part II: Cost and Contract submission. Firms are advised to refer to Section 5.2.1 for the procedure the Department will follow in evaluating a firm's proposed MBE and WBE participation.

#### **4.2.2.2.3. Modification Acknowledgement Forms**

Included with any and all future Modifications to this RFP will be acknowledgement forms. All respondents must have an authorized representative of the firm or organization acknowledge receipt and acceptance of each of the Modifications by including a signed copy of this/these form(s) with the Part II Cost and Contract Submission.

#### **4.2.2.2.4. Method of Payment**

Payment will be based on the acceptance of completed deliverables identified in RFP Section 3, Scope of Service

Requests for payment shall be made by the Proposer on the basis of FIN 421, 'Request for Consultant Reimbursement,' forms prepared and submitted together with the deliverable item for which the payment request is being made. Advance submission of electronic, draft requests for payment are encouraged. All Proposers/Contractors are directed to register with the New York State Office of the State Comptroller to receive electronic payments per the Governor's Directive.

Each Proposer must reference its Consultant Identification Number (CIN) in its Part II proposal. If a Proposer does not have a CIN and is selected for contract award, it will be required to obtain one through the following NYSDOT website, prior to negotiation of the contract:

<https://www.dot.ny.gov/portal/page/portal/main/business-center/consultants/forms-publications-and-instructions>

Each Proposer must reference its SFS Vendor Identification Number in its Part II proposal. If a Proposer does not have an SFS number and is selected for contract award, it will be required to obtain one through NYSDOT sponsorship.

## **5. CRITERIA FOR EVALUATION OF PROPOSALS**

### **5.1. General**

Proposals received on or before the RFP's published proposal due date shall be evaluated. Proposals will be opened on the published proposal due date, logged, and examined for completeness and adherence to the RFP's response requirements. Logged proposals shall be certified as received. Proposals received late shall not be opened and shall be returned to sender.

Once logged, proposals shall be pre-screened to determine whether they meet the minimum RFP responsiveness requirements (including mandatory requirements) as detailed in Tables 2, Technical and Management Proposal Pre-Screening Checklist and 6, Cost and Contract Proposal Pre-Screening Checklist. Proposals that meet the minimum RFP responsiveness requirements shall be considered further; those which do not shall be deemed non-responsive and shall be removed from further consideration.

Proposals that pass the mandatory review will continue to the next step — Technical evaluation and Cost evaluation. NYSDOT will review and score each section of the proposals on a scale that is based upon pre-established evaluation criteria (approved before receipt of proposals; to become part of the procurement record). Technical considerations are of equal importance to pricing considerations. Technical proposals will be scored based on the information provided under Section 4.2.1 Part I: Technical and Management Submittal in accordance with the pre-established criteria listed in Section B. below. The cost portion of Section 4.2.2 Part II: Cost and Contract Submittal will be point scored in accordance with the pre-established criteria listed in Section C. below.

Technical and Management Proposal evaluation will be accomplished by a representative Technical Evaluation Committee comprised, as appropriate, of technical, program and management subject matter experts. Technical Evaluation Committee members will be given technical proposals with instructions and score sheets. Committee members, working individually, shall compare each proposal against the RFP, measuring the degree of responsiveness to the RFP's specifications and requirements. Evaluators may identify clarification questions along the way.

Once the independent evaluation of proposals is complete, the Committee shall meet as a group to collectively discuss their findings and possible score changes. Offered experience may be verified by contacting references provided by proposers.

Proposers may be requested to clarify technical, cost and/or contract issues or to provide additional insight into their proposal through written clarifications. If written clarifications are required to complete the technical evaluation of a proposal, evaluators will be allowed to revise their technical scores based on this additional information. Proposers responding to this RFP are not permitted to change their technical proposal.

Cost Proposals shall be evaluated by NYSDOT Contract Management. Issues which cross technical and cost separation lines, or which may arise during these evaluations, will be handled by NYSDOT Contract Management.

NYSDOT reserves the right to ask clarifying questions regarding each cost proposal (Part II) and MBE and WBE participation as well. Furthermore, the Department reserves the right to request best and final offers from firms that are determined to be susceptible for contract award. NYSDOT also reserves the right to re-score the remaining Technical and Cost Proposals, should a firm withdraw from this solicitation or be deemed non-responsive after initial evaluation and scoring.

When the Part I and Part II evaluations are complete, the technical and management score will be added to the cost score to develop a composite Best Value score. An award shall be made to the Proposer whose proposal receives the highest total Best Value score after considering all technical and cost/price evaluation factors.

**Note:** In the event two or more proposals are found to be “substantially equivalent”, NYSDOT reserves the right to award the contract under the terms of State Finance Law §163 (10)(a).

At the conclusion of the evaluation process, an announcement of the NYSDOT’s designation(s) will be posted on the NYSDOT website (<https://www.dot.ny.gov/business> - select ‘Consulting Service Opportunities’). All firms shall be notified in writing regarding the results of the solicitation. All non-selected firms will be offered an opportunity to attend a debriefing.

It is expressly understood that this Request for Proposals does not commit NYSDOT to award a contract, pay any costs incurred in the preparation of a proposal to this request, or to procure or contract services or supplies. Further, NYSDOT shall have no obligation or liability whatsoever to the Proposer selected as a result of this solicitation unless and until a contract satisfactory to the Department is approved and executed by the Proposer and all necessary State officials.

## **5.2. Proposal Evaluation Process**

### **5.2.1. Pre-Screening of Proposals**

NYSDOT Contract Management must receive all proposals at the designated address by 2:00 PM ET on the RFP’s proposal due date. **It is the sole responsibility of the Proposer to assure that its proposal is received on time; late submissions shall be dismissed.** NYSDOT Contract Management will conduct a pre-screening of each proposal received on time to ensure all contents have been submitted in accordance with the minimum proposal requirements as specified in the RFP. RFP specifications include that it is NYSDOT’s sole discretionary determination as to whether a proposal is complete (reference

“Minimum RFP Responsiveness” Section I, Part D). Proposals which do not meet the mandatory specifications in the Minimum RFP Responsiveness section will be deemed non-responsive by NYSDOT and will not be considered further.

As part of the pre-screening process, the proposed M/WBE participation percentage offered for Empire State Development (ESD) certified MBE and/or ESD certified WBE prime Contractors and/or ESD certified MBE and/or ESD certified WBE subcontractors will be reviewed (**Attachment 6 MBE and WBE Participation Information**). To count towards NYSDOT’s M/WBE participation goals, each firm must be currently listed in the NYS DED MBE/WBE Directory. If the proposed MBE and WBE participation is less than the established 20 percent combined M/WBE goal, then the firm’s evidence of a Good Faith Effort (**Attachment 7 MBE and WBE Participation Solicitation Log**) to achieve participation in the goals will be reviewed, along with the firm’s letter of explanation (**MBE and WBE Goal Attainment Explanation Letter**) as to why it was unable to meet the goal(s). During the review process, which will include verification of a firm’s good faith effort evidence, if it is determined by the Department that the firm did not provide an acceptable good faith effort, then the proposal will be deemed non-responsive and will be removed from further consideration.

Each proposal which clears Pre-Screening will have its Part I and Part II proposals evaluated further.

### **5.3. Technical and Management**

The technical and management proposal will be evaluated and scored and will represent 50% of the total score for a proposal. The Technical Evaluation Committee (TEC) will evaluate and score each section of the Part I Technical and Management proposal on the scale determined by NYSDOT prior to submission of proposals. Each TEC member will first independently evaluate each proposal to determine the following:

- degree of responsiveness of each area against the requirements and specifications contained in the RFP
- degree to which proposal reflects understanding and comprehension of project scope and objectives
- quality, extent and relevance of experience, education and training of key personnel
- quality extent and relevance of current and prior experience of the firm
- initiative and creativity of proposer
- completeness and reasonableness of schedule
- understanding of general issues impacting project



Each evaluator shall document their independent findings then determine the appropriate score for each RFP factor using the predefined scale and definitions. Once all independent evaluations are complete, the TEC shall meet and discuss each proposal as a group. Clarification questions may be posed during the initial technical proposal evaluation. Scores and findings may be changed as the result of the consideration of clarified material. Firms shall be given a reasonable amount of time to respond to clarification requests.

#### **5.4. Cost and Contract**

Cost Proposals will be evaluated for reasonable cost elements and fees. Proposed costs must be kept at or below any not to exceed amounts specified in Section 3.2. Clarification questions may be asked. Contractors are required to provide a competitive fixed cost, inclusive of all proposed Services and technical solutions contained in the Contractor's proposal, by using the tables and worksheets provided in **Attachment 8**.

NYSDOT Contract Management will evaluate, score, and rank each Part II Cost Proposal using the following formula:  $(A/B)*C$  ((A divided by B) times C) where:

A is Total Price of the lowest price Cost Proposal

B is Total Price of the Cost Proposal being scored

C is Cost points available

The proposer with the lowest total proposed cost will receive all available points. Proposals with a higher proposed total cost will receive proportionally lower cost scores.

## **6. ADMINISTRATIVE SPECIFICATIONS**

### **6.1. Proposal Submission**

- 6.1.1. The proposal shall be signed by an official authorized to bind the Proposer.
- 6.1.2. Proposers shall submit ten (10) printed and bound hard copies of the Technical and Management Proposal (Part I), plus one (1) copy of Part I on CD/DVD in MS Office 2007; and five (5) Printed and bound hard copies of the Cost and Contract Proposal (Part II), plus one copy on CD/DVD, in MS Excel 2007 compatible format.
- 6.1.3. Your proposal must be received by NYSDOT by 2:00 PM on September 27, 2013. The proposal must be addressed to:  
ATTN: Catherine Traina, Contract #C031195  
New York State Department of Transportation  
Contract Management Bureau, 6th Floor  
50 Wolf Road  
Albany, New York 12232

### **6.2. State's Rights to Proposals**

All proposals, upon submission, shall become NYSDOT property for its use as deemed appropriate. By submitting a proposal, the Contractor covenants not to make any claim for, or have any right to, damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. NYSDOT asserts the prerogative with regard to proposals submitted:

1. To accept or reject any or all proposals;
2. To correct any arithmetic errors in any or all proposals;
3. To change the proposal's due date upon appropriate notification to interested firms;
4. To eliminate any mandatory RFP specification unmet by all Proposers in the evaluation of received proposals;
5. To adopt any or all of a successful Proposer's proposal;
6. To negotiate modifications to the scope, milestone payment schedule and total cost, and contract terms and conditions with the selected Proposer prior to contract award only if it is in the best interest of the state to do so;
7. To disqualify a Proposer from receiving the award if such Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;
8. To revise/amend any provision of this RFP by written notification to Proposers, prior to proposal submission;
9. To eliminate any requirement that is found to be unmet by all Proposers;
10. To make inquiries, by means it may choose, into the Proposer's background or statements made in the proposal to determine the truth and accuracy of all statements made therein;

11. To select and award the contract to the Proposer whose proposal represents the best value to NYSDOT;
12. To begin contract negotiations with the next-best-value Proposer(s) responsive to this RFP without again requesting proposals should NYSDOT determine that negotiations with the selected Proposer will not result in a contract;
13. To begin contract negotiations with the next-best-value Proposer; without again requesting proposals, should NYSDOT terminate the contract.

Any contract entered into pursuant to an award of this solicitation shall contain a provision which grants the option to extend the terms and conditions of such contract to any other New York state agency. However, any response to this solicitation shall be based solely on the purpose of this solicitation and shall not factor in the possibility that this contract may, in the future, be applicable to other state agencies. Please be advised that any award made pursuant to this solicitation shall be based on the specific requirements of this solicitation only.

### **6.3. Registration with NYSDOT**

Contractor firms entering into contracts with the NYSDOT, whether as prime Contractors, joint venture partners or subcontractors, are required to electronically register their firm using NYSDOT's Consultant Selection System web application (CSSWeb). All consultant firms entering into NYSDOT agreements are required to create and register an account to: 1) Create and assign Consultant Identification Numbers (CINs) for each office registered by the firm; and 2) Provide general firm information including, but not limited to legal firm name; Federal Identification Number (FEIN); ownership type; DBE, MBE and/or WBE status; firm principals; and office(s) address information. All consultant firms participating in a potential agreement must be registered electronically with NYSDOT prior to that agreement being forwarded to the Office of the State Comptroller for approval. Registered firms are responsible for verifying and updating their registration information for the duration of the agreement.

For additional information, please refer to the NYSDOT website at:  
<https://www.dot.ny.gov/main/business-center/consultants/css-web>

Questions regarding the CSSWeb application and firm registration should be directed to the CSSWeb Administrator by email at [css@dot.ny.gov](mailto:css@dot.ny.gov) or by telephone at 518-457-2600.

### **6.4. Inquiries and Information**

All questions concerning this solicitation must be directed *only* to Catherine Traina at:  
ATTN: Catherine Traina, Contract #C031195  
New York State Department of Transportation  
Contract Management Bureau, 6<sup>th</sup> Floor

50 Wolf Road  
Albany, New York 12232  
(518) 457-2600  
[catherine.traina@dot.state.ny.us](mailto:catherine.traina@dot.state.ny.us)

The last date to submit questions for this solicitation is: *September 9, 2013*. Responses to all questions of a substantive nature, as well as copies of the questions, will be provided to all consultant contractors being solicited.

#### **6.5. Protest Procedure**

NYSDOT has established a protest procedure to be utilized when an interested party challenges a Non-Engineering Contractor designation by NYSDOT. The complete procedure can be found on the NYSDOT website.

## **I. ATTACHMENTS**

1. Contract, including Appendix A
2. Consultant Information and Certification Form
3. Procurement Lobbying Law Compliance
4. Consultant Disclosure Legislation Forms A & B
5. Use of Former NYSDOT Employee Information
6. MBE and WBE Participation Information Form
7. MBE and WBE Participation Solicitation Log
8. Cost Proposal
9. Problem Resolution Process
10. Service Level Agreements
11. Desktop Support tickets over the past year
12. Current ISP Providers
13. Non-disclosure Agreement
14. Company Experience and References
15. Field Offices as of July 2013
16. Field Offices and users by month for the past two years
17. Current equipment owned

*Attachment 2*

**CONTRACTOR INFORMATION AND CERTIFICATIONS**

(Please submit this with your Part II: Cost Proposal)

**CONTRACT NUMBER:** C031195

**PROJECT TITLE:** CSMIN Services

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**I. CONTRACTOR INFORMATION**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP CODE:    -    -

TELEPHONE : (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Contractor's Federal Identification Number (FIN): \_\_\_\_\_

Contractor's NYSDOT Consultant Identification Number (CIN): \_\_\_\_\_

Contractor's SFS Vendor Identification Number: \_\_\_\_\_

- Please indicate below the name, title, address, and telephone/fax numbers of the person who prepared this proposal, as well as any other individual(s) with authority to negotiate and contractually bind the offerer and also who may be contacted during the period of proposal evaluation:

Preparer's Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ FAX #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Other Authorized Individual(s):

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ FAX #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

## II. PROPOSER CERTIFICATIONS

By signing below, I, \_\_\_\_\_, authorized individual  
(Name)

of \_\_\_\_\_ make the following  
(Firm)

**certifications regarding the subject proposal:**

- 365-Day Offer: This proposal is a firm offer for a 365-day (or more) period from the date of submission.
- The firm has read and will follow the procedure outlined in **Attachment 5** if it proposes the services of a former NYSDOT employee(s).
- Vendor Responsibility: In accordance with the NYS Finance Law, NYSDOT will only make contract award to vendors that are determined to be responsive and responsible. The selected Contractor shall be required to provide vendor responsibility information through the Office of the State Comptroller website via <http://www.osc.state.ny.us/vendrep/index.htm> before negotiation of a contract. Proposers must certify the accuracy of the information provide in their questionnaire.
- ST-220: If selected for contract award greater that \$100,000, the firm will complete and submit the required Forms ST-220-TD and 220-CA (Contractor Certifications) in order to contract with NYSDOT. You should make yourself familiar with these forms by visiting the following Web sites:  
[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf) (Form ST-220-CA)  
[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) (Form ST-220-TD)

**Signature:** \_\_\_\_\_

## III. ACCEPTANCE OF CONTRACT

By signing below, I, \_\_\_\_\_, authorized individual  
(Name)

of \_\_\_\_\_ hereby certify that I have read and  
(Firm)

**(ACCEPT/DO NOT ACCEPT)** (circle one) all terms and conditions contained in the Contract attached to the RFP as Attachment 1, including Appendix A.

**Signature:** \_\_\_\_\_  
(Name of Acceptor)

### **Attachment 3 Procurement Lobbying Law Compliance**

- 1. Required Forms:** The Contractor shall complete and sign the following forms. These forms are part of and due with the Contractor's proposal.
  - a) **"Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)"**
  - b) **"Offerer Disclosure of Prior Non-Responsibility Determinations".**

**2. NYSDOT Guidelines and Procedures**

Under the requirements of the State Procurement Act all communications regarding advertised projects are to be channeled through NYSDOT Contract Management Bureau's Designated Contacts (listed below). Until a designation is made, communication with any other NYSDOT employee concerning this project that is determined to be an attempt to influence the procurement may result in disqualification.

Refer to the NYSDOT "Procurement Lobbying Law Interim Guidelines and Procedures" – see the Consultant's page at NYSDOT's "Doing Business With DOT" web site: <https://www.dot.ny.gov/portal/page/portal/main/business-center/consultants/general-info>

**3. Summary of the policy and prohibitions regarding permissible contacts**

**a) Contacts prior to designation:**

Any communications involving an attempt to influence the procurement are only permitted with the following Designated Contact Persons:

- The Contract Management Bureau designated analyst
- The Contract Management Bureau designated analyst supervisor
- The Contract Management Civil Rights Unit Supervisor
- The Contract Management Bureau Assistant Directors
- The Contract Management Bureau Director

These are some communications exempted from this restriction:

- Participation in a pre-proposal conference.
- Protests, complaints of improper conduct or misrepresentation

If any other NYSDOT employee is contacted and they believe a reasonable person would infer that the communication was intended to influence the procurement, the contact must be reported by the NYSDOT employee. If the Department determines an impermissible contact was made, that offerer cannot be awarded the contract. A second violation would lead to a four year bar on the award of public contracts to the offerer.

**b) Contacts after designation**

NYSDOT identifies its primary negotiation contacts. The designated contacts include:

- The Contract Management Bureau designated analyst



The Contract Management Bureau designated analyst supervisor  
The Contract Management Civil Rights Unit Supervisor  
The Contract Management Bureau Assistant Directors  
The Contract Management Bureau Director  
The Consultant Management Bureau consultant job manager  
The Consultant Management Bureau consultant job manager's immediate supervisor

The law does not limit who may be contacted during the negotiation process. However, if any NYSDOT employee is contacted and they believe a reasonable person would infer that the communication was intended to influence the procurement, the contact must be reported by the NYSDOT employee.

**c) Information Required from Offerers that contact NYSDOT staff, prior to contract approval by the Office of the State Comptroller:**

The individuals contacting NYSDOT should refer and shall be prepared to provide the following information, either by e-mail or fax as directed by NYSDOT:

Person's name, firm person works for, address of employer, telephone number, occupation, firm they are representing, and whether owner, employee, retained by or designated by the firm to appear before or contact the NYSDOT.

**d) Applicability to an executed contract:**

Restrictions similar to those described above apply to approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the offerer. The staff noted above as well as the project manager and consultant manager are considered designated contact persons. The Department may identify other contact persons for each of these processes.

**4. Rules and regulations and more information on this law, please visit:**

For rules, regulations and more information on this law, please visit:

The Joint Commission on Public Ethics at: <http://www.jcope.ny.gov/>

For more information, go to NYSDOT's World Wide Web Site at <http://www.nysdot.gov>

or contact:

Catherine Traina, Contract Management  
New York State Department of Transportation  
50 Wolf Road, 6<sup>th</sup> Floor  
Albany, New York 12232  
E-mail: [catherine.traina@dot.state.ny.us](mailto:catherine.traina@dot.state.ny.us)  
Tele: (518) 457-2600

**Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)**

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Contract Procurement No. C031195

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

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

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract: \_\_\_\_\_

Address: \_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

Contract Procurement Number: C031195

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

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next three questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered **yes** to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

\_\_\_\_\_

Date of Finding of Non-responsibility:

\_\_\_\_\_

Basis of Finding of Non-Responsibility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below.

Governmental Entity:

\_\_\_\_\_

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

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(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_

Signature

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

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

Title: \_\_\_\_\_

## Attachment 4

**OSC Use Only:**

Reporting Code:

Category Code:

Date Contract Approved:

**FORM A**

State Consultant Services – Contractor's Planned Employment  
From Contract Start Date Through The End Of The Contract Term

State Agency Name: Transportation

Agency Code: 17000

Contractor Name:

Contract Number:

Contract Start Date: / /

Contract End Date: / /

O*Net Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

Page of

**FORM B**

**OSC Use Only:**

Reporting Code:

Category Code:

**State Consultant Services**  
**Contractor's Annual Employment Report**  
**Report Period: April 1,            to March 31,**

Contracting State Agency Name:

Agency Code:

Contract Number:

Contract Term:     /     /     to     /     /

Contractor Name:

Contractor Address:

Description of Services Being Provided:

**Scope of Contract (Choose one that best fits):**

Analysis ☐ Evaluation ☐ Research ☐ Training ☐

Data Processing ☐ Computer Programming ☐ Other IT consulting ☐

Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐

Health Services ☐      Mental Health Services ☐

Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

O*Net Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Preparer's Signature: \_\_\_\_\_

Title:

Phone #:

Date Prepared:     /     /

Use additional pages if necessary)

Page of

## **Attachment 5**

### **Contractor's responsibility when proposing former NYSDOT Employees**

It is the Contractor's responsibility to ensure they propose staff that are eligible to work on the proposed project. It is an individual's responsibility to comply with the NYS Public Officer's Law.

The following procedure applies if either of the following criteria are met.

- It is two years or less between the date that the individual is proposed and the individual's date of separation from the State.
- The individual proposed has worked on the project while employed by NYSDOT regardless of how long ago they left NYSDOT.

#### Procedure

- Before the Contractor proposes an individual, the individual must obtain an opinion from the New York State Joint Commission on Public Ethics (<http://www.jcope.ny.gov/>) that approves their participation in the project as they are proposed.
- A copy of this opinion must be on file in the Contractor's office and available for review by NYSDOT if requested.
- Failure to obtain New York State Joint Commission on Public Ethics (<http://www.jcope.ny.gov/>) approval for an individual's participation in a project may jeopardize the firm's designation for that project.

## Attachment 6

### MBE and WBE Participation Information

Please complete the following table for the prime firm and all subcontractors (Contractor team composition): please identify each firm's legal name, checking if they are an Empire State Development (ESD) certified MBE and/or an ESD certified WBE, and indicating each firm's percentage of the total salary for the contract. Please keep in mind that only ESD certified MBE and/or certified WBE prime Contractors and/or ESD certified MBE and/or certified WBE subcontractors are eligible to participate toward attainment of this state-funded procurement with separate MBE and/or WBE participation goals.

**Further, participation by a certified MBE and/or WBE prime Contractor as well as certified MBE and/or WBE subcontractors may count towards the respective MBE participation goal and/or WBE participation goal attainment.**

If the combined percentage of total salary for all certified MBEs and/or all certified WBEs proposed is less than the combined M/WBE participation goal set for this contract, then the proposing prime firm is required to fill out and submit the **MBE and WBE Participation Solicitation Log (Attachment 7)**; one for each goal not attained), **and** is required to submit a **MBE Goal and WBE Goal Attainment Explanation Letter**.

Firm Legal Name	NYS DED Certified MBE/WBE			% of Total Salary
	MBE	WBE	None	
<b>A. Prime Contractor</b>				
<b>B. Sub-Contractors</b>				
<b>Total</b>				<b>100%</b>



## Attachment 7

### MBE and WBE Participation Solicitation Log (Good Faith Effort Documentation)

CONTRACT NO. _____		PARTICIPATION GOALS (SELECT ONE) MBE % ____ WBE % ____		PAGE NUMBER ____ OF ____	
PRIME FIRM NAME/ADDRESS/ZIP CODE		CONTACT PERSON		TELEPHONE NUMBER (INCLUDE AREA CODE)  E-MAIL	
SOLICITED COMPANY NAME AND CONTACT PERSON	TELEPHONE (WITH AREA CODE)	FEDERAL EMPLOYER ID #	WORK TYPES BEING SOLICITED	TYPES AND DATES OF CONTACTS	CONTACT RESULT(S)

**INSTRUCTIONS FOR COMPLETING  
MBE and WBE Participation Solicitation Log  
(Good Faith Effort Documentation)**

To be deemed responsive to this solicitation, Contractors whose proposed MBE participation and WBE participation does not meet the established MBE participation goal and/or the WBE participation goal must document and report their Good Faith Efforts to solicit participation by certified Minority Business Enterprises and/or certified Women-owned Business Enterprises in this Non-Architecture/Non-Engineering contract. The **MBE and WBE Participation Solicitation Log** is used for this purpose.

PLEASE NOTE: **Only participation by certified MBE and/or WBE subcontractors may count towards the contract participation goal. Participation by a certified MBE or WBE prime Contractor does not count towards meeting the contract goal (participation by a certified MBE or WBE prime Contractor helps to meet the Department's corporate M/WBE goal).**

Guidance concerning Good Faith Efforts in meeting MBE and/or WBE participation goals in state-funded contracts is located at the end of this section.

The log is to be filled out and submitted with the proposing firm's Cost and Contract Proposal. In order for a proposal to be determined as responsive when the combined M/WBE participation goal is not fully attained or is partially attained, then the proposer must complete all sections of this form and submit one **MBE and WBE Participation Solicitation Log** for each goal not fully attained. In addition, the firm must also submit a **MBE and WBE Goal Attainment Explanation Letter**, documenting the firm's Good Faith Effort.

**\*\*\* MBE and WBE Certification is a New York State Program. \*\*\***

***IT IS SEPARATE AND DISTINCT FROM THE FEDERAL DBE CERTIFICATION PROGRAM. PLEASE DO NOT CONFUSE THE TWO. FIRMS WITH QUESTIONS REGARDING THESE PROGRAMS ARE ENCOURAGED TO SUBMIT WRITTEN QUESTIONS***

**CONTRACT NO:** Enter NY State DOT contract number (Example: C012345).

**MBE and WBE PARTICIPATION GOALS:** Enter applicable MBE and WBE participation goal percentages as stated in the proposal.

**PAGE NO.:** Enter 1 of 1; or 1 of 2 and 2 of 2; etc. Use additional forms as needed.

**PRIME NAME/ADDRESS/ZIP CODE:** Enter name of the Prime Contractor, its address and zip code.

**CONTACT PERSON:** Enter the name of the person *your* firm has designated as the authorized contact person for this solicitation.

**CONTACT PERSON TELEPHONE AND E-MAIL:** Enter area code, phone number and e-mail address for the person *your* firm has designated as the authorized contact person for this

solicitation.

**MBE and WBE CONTRACTORS SOLICITED:**

**SOLICITED COMPANY NAME AND CONTACT PERSON:** Enter name of solicited firm and name of the individual associated with the firm to whom the solicitation inquiry was sent.

**TELEPHONE (With Area Code):** Enter TELEPHONE number of the solicited firm.

**FEDERAL EMPLOYER ID #:** Enter the Federal Employer Identification Number of the solicited firm.

**WORK TYPE(S) BEING SOLICITED:** Enter the work type(s) or Commercial Useful Function for which this firm has been solicited in connection with the Scope of Services for this contract. (NOTE: Work type codes are provided for every certified firm listed in NYS DED's MBE/WBE Registry (see RFP cover letter).

**TYPES AND DATES OF CONTACT:** Enter dates on which your firm contacted the solicited firm, either by mail (date solicitation sent), telephone (including date and time of call) or other person-to-person contacts. Identify the type of contact by prefacing each date with 'M' if a mail contact; 'T' if a telephone call; and 'D' if a direct meeting with the firm.

**CONTACT RESULT(S):** Enter the code(s) which indicates the result(s) of your solicitation.

**\*\*\* USE ADDITIONAL PAGES AS NEEDED \*\*\***

A description of the codes to use is as follows:

**CODE DESCRIPTION:**

- 1 This firm is unavailable to participate in the contract for the reason(s) stated on the MBE and WBE Participation Solicitation response. (Attach explanation to the Log.)
- 2 This firm is no longer in business. (NOTE: If this action is checked, attach your explanation as to why the solicitation was sent to the firm and how evidence that it was no longer in business was obtained. Attach the returned envelope showing that it was undeliverable, for instance.
- 3 The soliciting Prime Contractor was unable to reach this firm after having a telephone conversation to follow-up on the MBE and/or WBE participation solicitation inquiry. (NOTE: Indicate In the Types and Dates of Contact column the dates and times at which follow-up was attempted.)
- 4 This firm did not respond to repeated telephone messages. (NOTE: Indicate in the Types and Dates of Contact column the dates and times at which messages were left).

**Guidance Concerning Good Faith Efforts  
In Meeting M/WBE Goals  
On Solely State-Funded Contracts**

The following is a list of types of actions that demonstrate good faith efforts in obtaining M/WBE participation on state-funded contracts. This list is not exclusive or exhaustive. The bidder must show that it took all necessary and reasonable steps to achieve an M/WBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient M/WBE participation, even if they were not fully successful.

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, utilizing the Empire State Development Corporation M/WBE Directory- <http://www.esd.ny.gov/MWBE.html> ) the interest of all certified M/WBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the M/WBEs to respond to the solicitation. The bidder must determine with certainty if the M/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate M/WBE participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
- Providing interested M/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Negotiating in good faith with interested M/WBEs– it is the bidder’s responsibility to make a portion of the work available to M/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and suppliers, so as to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.
- A bidder using good business judgment should consider a number of factors in negotiating with subcontractors, including M/WBE subcontractors, and would take a firm’s price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding an M/WBEs is not in itself sufficient reason for failure to meet the contract M/WBE goal. Also, the ability or desire to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts.
- Do not reject M/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social

affiliations (for example union vs non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

- Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.