NEW YORK STATE DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS

OPERATION OF THE HUDSON VALLEY TRANSPORTATION MANAGEMENT CENTER (HVTMC) FOR NYSDOT

Contract #C031179

October 10, 2013

To All Concerned:

Attached is a copy of the Non-Engineering Request for Proposals (RFP) referenced above. The New York State Department of Transportation is using the Non-Engineering/Best Value Process for this solicitation. All information necessary for the submission of your proposal is contained in this solicitation.

The Department of Transportation (NYSDOT) estimates that work for the successful proposing firm/firm team will commence in March 2014 and continue for a period of two to five years depending on the selected firm’s/team’s performance.

Please note the following dates and deadlines:

- **November 12, 2013**: Deadline for the submission of proposals is noon (Eastern Time) on November 12, 2013
- **October 24, 2013**: Deadline for the submission of questions regarding the RFP is noon (Eastern Time) on October 24, 2013
- **October 21, 2013**: Optional tour of the HVTMC (reference Section I of the RFP for details)
To assist firms in preparing proposals in response to this solicitation, firms will be offered the opportunity for a tour of the Hudson Valley Transportation Management Center (HVTMC). For details, see Section I. A. of the RFP.

NYSDOT is encouraging the participation of certified Disadvantaged Business Enterprises (DBEs) in this solicitation. Please see the New York State Unified Certification Program (NYSUCP) DBE Directory for certified Disadvantaged Business Enterprises via: http://biznet.nysucp.net/

For this solicitation, NYSDOT has established a DBE contract participation goal of 10 percent. Only certified DBE Prime consultants and certified DBE subconsultants listed in the NYSUCP DBE Directory are eligible for credit in this procurement. The RFP contains additional information.

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), §165-a, effective April 12, 2012. This act may be viewed in its entirety at http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf. Pursuant to SFL §165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). The list may be found 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, Bidder/Consultant/Contractor (or any assignee) certifies that, it will not utilize, on such Contract, any subcontractor that is identified on the prohibited entities list.

Additionally, any Bidder/Consultant/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this 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 the New York State Department of Transportation (NYSDOT) receive information that a Bidder/Consultant/Contractor (or any assignee) is in violation of the above-referenced certification, NYSDOT will offer the Bidder/Consultant/Contractor (or any assignee) an opportunity to respond. If the Bidder/Consultant/Contractor (or any assignee) fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Consultant/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.

A “Checklist for Proposal Submission” is included for reference purposes when submitting your proposal in response to the RFP. It also contains instructions for complying with the Procurement Lobbying Law (PLL) so that your proposal may be considered for contract award. **NOTE: Failure to submit the required PLL forms with your proposal will result in elimination from consideration for contract award.**

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

Any questions regarding this Request for Proposals should be directed via email to Patricia.Rowe@DOT.NY.GOV Ms. Rowe of NYSDOT Contract Management is the designated contact for this solicitation.

Please see the RFP for more information.

NYSDOT looks forward to the receipt of your proposal.

Sincerely,

WILLIAM A. HOWE  
Director, Contract Management

Attachment
RFP RESPONSE FORM

OPERATION OF THE HUDSON VALLEY TRANSPORTATION MANAGEMENT CENTER (HVTMC) FOR NYSDOT
Contract #C031179

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 NYSDOT regarding this solicitation can be initiated.

______________ WE DO INTEND TO SUBMIT A PROPOSAL
______________ WE DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Name and Address of Organization (Include Zip Code):
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Signature: ________________________________ Date: ______________

Types of Printed Name and Title: __________________________________________

Telephone: ____________________________ Fax: ____________________________

E-Mail Address: _________________________________________________________

Please send to:

*E-Mail: patricia.rowe@dot.ny.gov
*US Mail:
New York State Department of Transportation
Contract Management, 6th Floor
50 Wolf Road
Albany, New York 12232
ATTN: Patricia Rowe – Contract #C031179
*Fax: 518-457-8475
CONSULTANT CHECKLIST FOR PROPOSAL SUBMISSION

RFP: OPERATION OF THE HUDSON VALLEY TRANSPORTATION MANAGEMENT CENTER (HVTMC) FOR NYSDOT-Contract #C031179

Part I - Technical and Management Submittal

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<tr>
<td>Six (6) hard copies – each copy within a 3 ring binder and one (1) electronic copy (PDF format) on CD of Part I</td>
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<tr>
<td>Part I must be sealed and properly labeled</td>
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<tr>
<td>Name, address and telephone number of proposing firm on cover page</td>
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<tr>
<td>Name and title of person who prepared proposal on cover page</td>
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<tr>
<td>Contact information including name, title, address, telephone number and e-mail address for person(s) with authority to negotiate and who may be contacted during proposal evaluation (include in cover letter)</td>
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<td>Resumes for Key Personnel</td>
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Part II – Cost and Contract Submittal

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<td>Three (3) hard copies each copy within a 3 ring binder and one (1) electronic copy (Word format for narrative and EXCEL format for Attachment 10) on CD of Part II</td>
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<tr>
<td>Part II must be sealed and properly labeled</td>
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<tr>
<td>Complete and submit Attachment 2 Consultant Information and Certifications (sign both Sections II and III)</td>
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<tr>
<td>Complete and submit Attachment 3 Procurement Lobbying Law Compliance Forms – These forms are required either with the RFP Response Form prior to Proposal submission or if you do not submit an RFP Response Form then the PLL forms are required with the Proposal</td>
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<tr>
<td>Complete and submit Attachment 6 DBE Participation Information Form</td>
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<tr>
<td>Complete and submit (if applicable) Attachment 7 DBE Solicitation Log AND Letter of Explanation of Non or Partial DBE Goal Attainment</td>
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<tr>
<td>Complete and submit required Cost information - Attachment 10 - Cost Proposal Spreadsheet</td>
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<tr>
<td>Complete and submit Attachment 11 Non-Collusive Bidding Certification</td>
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<td>Complete and submit all future RFP Modification Acknowledgement Forms as instructed.</td>
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Requirements Needed Upon Contract Designation (for firms selected for contract award):

Vendor Responsibility

All selected offerors of contracts valued at $100,000 or more will 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. Interested parties are encouraged to become familiar with the state’s vendor responsibility requirements before being notified of selection for contract award. If you are the successful offeror, NYSDOT will not be able to begin negotiations with your firm if this questionnaire is not completed and electronically submitted as required.
Contractor Tax Certification

Vendors selected for contracts in excess of $100,000 for the sale of goods or services 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) during negotiation of a contract with State agencies. You should make yourself familiar with these forms by visiting the following Web sites:


Insurance Requirements of this Project

Please carefully read the terms and conditions of the draft Contract appended as Attachment 1 of this RFP. Your attention is drawn to the insurance requirements for this Project that are contained in Articles 11 and 12 of the draft Contract. These insurances are mandatory for the firm(s) selected as a result of this solicitation and will not be waived. Likewise, completion of insurance form C218 is required before work may begin on the contract. NYSDOT encourages interested proposers to verify with their insurance provider (s) that it/they will produce the completed C218 form on behalf of the proposer should the proposer be awarded the contract.

Consultant Responsibility When Proposing to Use a Former NYSDOT Employee

It is the proposing firm’s responsibility to ensure it proposes staff who are eligible to provide the subject services and who are eligible to work on the subject project. Under the attached procedures, before the Consultant proposes a former NYSDOT employee, the individual must obtain an opinion from the New York State Joint Commission on Public Ethics that approves his/her participation in the subject project. For an outline of the procedure that applies to this situation, see Attachment 4.

Consultant Employment Disclosure Requirements of this Project

Go to OSC’s Website [http://www.osc.state.ny.us/procurement/consultantdisclosure.doc](http://www.osc.state.ny.us/procurement/consultantdisclosure.doc) to become familiar with Consultant Employment Disclosure requirements, which went into effect June 19, 2006. The Consultant selected for this solicitation shall be required to complete “State Consultant Services – Contractor’s Planned Employment” (Form A, Attachment 5a) and submit when the contract is signed. For each contract year thereafter, the Consultant shall complete the “State Consultant Services Contractor’s Annual Employment Report” (Form B, Attachment 5b) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and NYSDOT on or before May 15th of each year the contract is in effect.
Registration with NYSDOT

Should this solicitation lead to a designation, it is the Consultant team member’s, Prime and Subconsultant, responsibility to electronically register the firm using the Consultant Selection System web application (CSSWeb). Non-Architectural/Engineering consultant 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 consultant 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 Prime consultant will be required to electronically register with the Statewide Financial System (SFS) - if not already registered. NYSDOT will initiate the registration process in the SFS application and then contact the Prime consultant 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 Prime consultant. 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. However, a SFS vendor number is firm name specific. Since many firms have different variations of their business identities, firms will be required to register in the name of the business entity that NYSDOT is doing business with.
NEW YORK STATE DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS

OPERATION OF THE HUDSON VALLEY TRANSPORTATION MANAGEMENT CENTER (HVTMC) FOR NYSDOT
Contract #C031179

October 10, 2013

Proposal Due:  November 12, 2013 (Noon)

Proposal Delivery Location and Additional Information:

  Director, Contract Management
  50 Wolf Road, 6th Floor
  NYS Department of Transportation
  Albany, NY  12232
  Attention:  Ms. Patricia Rowe, Contract #C031179
# REQUEST FOR PROPOSALS
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
Operation of the Hudson Valley Transportation Management Center (HVTMC) for NYSDOT
Contract C031179

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I. INTRODUCTION

A. Purpose

The New York State Department of Transportation (NYSDOT) has issued this Request for Proposals (RFP) to select a qualified consultant firm to provide personnel, in conjunction with existing Department staff, to operate the electronic transportation information and management systems at the Hudson Valley Transportation Management Center (HVTMC). The purpose of this solicitation and the resulting contract is to maintain the existing 24/7/365 operations of the HVTMC.

To assist firms in the preparation of their proposals, a tour of the HVTMC located at 200 Bradhurst Avenue, in Hawthorne, New York will be offered at 9 a.m. on October 21, 2013. The tour is expected to be four hours in duration. The tour is offered only on this date, no additional tour dates will be scheduled. Interested firms are to email Patricia Rowe at patricia.rowe@dot.ny.gov to inform NYSDOT of a firm’s intent to participate in the tour. Firms are encouraged to participate in the tour of the HVTMC, however it is not mandatory.

Additionally, various informational manuals, guidelines, reports, etc. relative to the Operation of the HVTMC can be viewed or downloaded by accessing NYSDOT’s website at:

https://www.dot.ny.gov/portal/page/portal/doing-business/opportunities/consult-ads#1525

B. Background

The HVTMC is an advanced traffic management center covering the NYS Roadways encompassing Columbia, Dutchess, Orange, Putnam, Rockland, Ulster, and Westchester counties. All operations are conducted out of the HVTMC, located in Hawthorne, New York, in Westchester County.

The HVTMC electronically monitors traffic conditions, traffic signals, and inter-agency staff coordination to provide real time information and guidance to motorists, Regional NYSDOT Management, and the Statewide Transportation Information Coordination Center (STICC) located in Albany. The HVTMC has been in operation for more than 11 years and its functions have expanded to include support to New York’s 511 system. The HVTMC is the regional entry point into New York’s 511 traffic, travel and transit information system, and the Regional dissemination point for NY-Alert messages -- the New York State All-Hazards Alert and Notification web-based portal.
The HVTMC coordinates information flows to and from internal and external operational partners including but not limited to:

- NY State Police
- NYS Thruway Authority
- NYS Bridge Authority
- Local city, town, county public safety/police/fire/EMS departments
- 911 Centers
- Other NYSDOT TMCs

Human operation of the HVTMC is provided by Consultant staff, in conjunction with NYSDOT staff, to operate the electronic transportation information and management systems at the HVTMC 24 hours a day, 7 days a week, and 365 days a year.

The primary system used at the HVTMC is a combined Advanced Traveler Information System (ATIS) and Automated Traffic Management System (ATMS) known as the Hudson Valley Traveler (HV Traveler).

The numerous tasks performed by Consultant staff at the HVTMC include but are not limited to: monitoring the operation of the transportation system, traffic signal observation and coordination, communicating with dispatching services, and disseminating information to Variable Message Signs (VMS), Highway Advisory Radio (HAR), media and broadcasting services when conditions of the system change and video surveillance of the roadway network.

The HVTMC is the primary operational contact point for internal and external operational partners (partners named above) for planned and unplanned incidents and events which impact the transportation system (across all modes of travel).

C. **General Information**

Due to the nature of work at the HVTMC, Consultant personnel will be exposed to confidential information. This includes, but is not limited to, detailed incident information not released to the media, telephone numbers, e-mail addresses, and computer access codes. All Consultant personnel shall not improperly use or disclose any confidential information received during employment at the HVTMC or after such time that they may no longer be associated with this project. The selected firm shall obtain a confidentiality agreement from each Consultant staff assigned to the HVTMC under this contract (to be discussed further during the negotiation process). Unauthorized release of any confidential or sensitive information may be considered grounds for immediate dismissal of consultant staff and/or termination of this contract.

D. **Contract Term**

The base term for this contract shall be a two year term, with three one-year optional extensions based on need and performance as determined by the State, to be exercised upon written agreement of both parties and approved by the Office of the State Comptroller. If the contract is extended for the optional year(s), the lower of the Producer Price Index as calculated by the U.S. Department of Labor or 1.5% (subject to current market conditions) will be used as a basis for
increasing the hourly rates. NOTE: NYSDOT reserves the right to request zero percent rate increases during the term of a contract with a firm under contract.

E. **Level of Effort**

From a historical basis, the total annual Consultant work effort required to operate the HVTMC is estimated to be 60,190 staff hours. This includes estimated overtime needs for tasks 1, 2, 3, 6 and 7 (reference Section III for information on tasks). The approximate number of hours dedicated to each task (including the anticipated overtime) is as follows:

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<tr>
<th>Task</th>
<th>Hours</th>
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<tr>
<td>Task 1</td>
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<td>Task 2</td>
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<td>3,636</td>
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<td>Task 8</td>
<td>2,186</td>
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Task 9 – Task 9 is defined as a separate task. However, functions performed as part of Task 9, as well as the hours, will be taken from the other tasks.

F. **Method of Payment**

The methodology of payment for services provided under the agreement resulting from this RFP will be fixed for the duration of the agreement unless changed by an executed supplemental agreement.

The project shall be a cost plus net fee reimbursement methodology. Requests for progress and final payments shall be made by the Prime Consultant on standard payment request forms (FIN 421) using proper procedures for billing each deliverable and draft billings shall be submitted to NYSDOT’s assigned Project Manager.

G. **Minimum RFP Responsiveness Requirements**

Any proposing firm that does not provide all of the following **by the RFP deadline may be determined to be non-responsive** (it is NYSDOT’s sole discretionary determination as to whether a proposal is complete):

1. Part I of the Proposal – Technical and Management submission, including all required RFP–specified attachments.
2. Part II of the Proposal – Cost and Contract submission, including all required RFP specified attachments.
3. For the purposes of evaluation, each proposal part (Part I and Part II) must be submitted separately. 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. Technical information is NOT to be included in the Part II submittal.**
4. Attachment 2 - Consultant Information and Certifications Form
5. Attachment 3 - Procurement Lobbying Law Forms
6. Attachment 6 - DBE Participation Information Form
7. Compliance with other DBE requirements (if applicable):
   a. Attachment 7 - DBE Participation Solicitation Log
   b. DBE Good Faith Efforts Explanation Letter
8. Attachment 11 - Non-Collusive Bidding Certification
9. Offeror must utilize the title structure included in the RFP.

Proposals deemed non-responsive shall be removed from further consideration (prior to the technical evaluation of proposals) and the firm (s) notified.

It is recommended that each offeror utilize the checklist provided as part of this solicitation to assist in ensuring all necessary documentation and attachments are provided as requested/indicated in this RFP. It is the proposing firm’s responsibility to ensure it includes all necessary forms, documents, and information needed for the review and evaluation of its proposal in response to this RFP.

H. Disadvantaged Business Enterprise (DBE) Participation

While not indicative of a proposer’s individual merit (technical excellence, proposer’s ability, experience, etc.), NYSDOT encourages the participation of certified Disadvantaged Business Enterprises (DBE) in this solicitation. The level of DBE participation will be relevant to the process of selecting proposals that will best achieve the overall goals of the Department. Please visit the New York State Unified Certification Program (NYSUCP) DBE Directory for certified Disadvantaged Business Enterprises via: http://biznet.nysucp.net/

The New York State Department of Transportation has established a DBE contract participation goal of 10 percent for this solicitation. The goal relates to the overall contract value of the resulting contract. Meaningful participation by either a Prime consultant who is certified as a NYSUCP DBE or inclusion of certified DBE subconsultant (s) who is/are certified as a NYSUCP DBE will count toward the DBE contract participation goal. Meaningful participation by a certified subconsultant is defined as providing commercially useful functions or services. These services should:

- Result in a product or service distinguishable from the Prime Consultant’s product or service,
- Be for scope of service elements which can be and are completely performed, supervised and managed by the DE consultant, and/or
- Perform significant tasks which can be considered commercially marketable.

Interested proposers should verify their attainment of the above established DBE participation goal by completing Attachment 6 DBE Participation Information. To count towards the Department’s DBE goal, a firm offering DBE participation must be currently certified per the NYSUCP DBE Directory. If the proposal does not meet the 10 percent DBE participation goal, the firm must provide evidence of a good faith effort by completing Attachment 7 DBE Participation Solicitation Log. Additionally, if the firm does not meet the specified goal, the firm must include in its submission a DBE Goal Attainment Explanation Letter explaining why the firm was unable to meet the DBE 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 consultant or via subcontract.

Additionally, Prime consultants certified as a DBE who propose to meet the Department’s DBE contract participation goal via their own meaningful participation are not relieved from seeking participation of certified Disadvantaged Business Enterprises (DBEs) for subcontractable services in this solicitation. In these situations, it is expected that unless DBE outreach efforts by the Prime result in proposed DBE subconsultants, that the Prime consultant provide evidence of a good faith effort by completing Attachment 7 DBE Participation Solicitation Log and submitting the DBE Goal Attainment Explanation Letter.

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

NYSDOT has posted its DBE Program Plan to its website (subject to change). The plan provides background information regarding how the Department conducts its Federally-required DBE program, covering such subjects as contract-level goals, good faith efforts by consultants, DBE certifications, etc:

II. PROJECT AND CONTRACT OBJECTIVES

A. Project and Contract Introduction

The Scope of Services (reference Section III of the RFP) defines the primary tasks to be performed under the agreement by the selected Consultant for Operation of the HVTMC. The services to be provided by the Consultant are defined by nine tasks, as follows:

1. Direction, Supervision, and Administration
2. System Operation
3. Surface, Transportation Control, Roadwork Information and Lane Closure Coordination
4. System Network Administration and Systems Hardware/Software Support
5. Training and Updating of Manuals
6. Field Support Technical Services
7. Outreach/Communications Liaison
8. ITS Architecture Documentation Update (FHWA required)
9. Transition

Operations personnel provided by the Consultant shall work with NYSDOT personnel assigned to the HVTMC.

B. General Conditions and Objectives

The following general conditions shall be considered during proposal development and shall apply to the Contract resulting from this RFP (unless specifically stated below by NYSDOT):

1. All positions, with the exception of those mentioned below (also further explained in Attachment 8 to this RFP), shall be considered full-time equivalent positions and shall occupy space in the HVTMC (be based out of the HVTMC) which is currently located at 200 Bradhurst Avenue, Hawthorne, NY. The office space at the HVTMC is provided to the Consultant staff at no cost to the Consultant.

The following comprise the less than full-time positions based at the firm’s office(s):

a. Project Director
b. The 2nd Operations Manager – who will be performing work under Tasks 5 and 8.
c. The 2nd System Analyst – who will be performing work under Tasks 5 and 8.
d. The 2nd Systems Administrator – who will be performing work under Tasks 5 and 8.
e. The 2nd Assistant Operations Manager – who will be performing work under Tasks 5 and 8.

Again, the above five positions shall be less than full-time (reference Attachment 8) and shall be located at the firm’s office(s) with location(s) disclosed in the Offeror’s proposal. Some on-site work at the HVTMC may be required from time to time. The less than full-
time status of these positions is subject to change at NYSDOT’s discretion based upon NYSDOT’s needs.

The RFP also includes two Administrative Assistant positions – one shall be a full-time equivalent and one shall be less than full-time (reference Attachment 8). Both Administrative Assistant positions shall occupy space at the HVTMC at 200 Bradhurst Avenue, Hawthorne, NY, at no cost to the Consultant. The less than full-time status of the one position is subject to change at NYSDOT’s discretion based upon NYSDOT’s needs.

Note: NYSDOT has presented the information in “II. B. 1” as an approach to staffing (regarding the full-time/part-time status of positions) for this RFP and the resulting contract. However, proposing firms may propose an alternate approach. If choosing to propose an alternate approach to staffing (as far as the full-time and part-time approach provided in the RFP), the details of that shall be included in the firm’s proposal in the “Organization and Staffing” section as explained in Section IV of the RFP. The benefit to the State shall be included.

Note: Task 5 and Task 8 may provide opportunities for compliance with the DBE requirement included in this RFP. All DBE participation shall be included in the Proposing firm’s “Approach and Scope of Services” section as explained in Section IV of the RFP.

2. The State shall provide heating, air conditioning, lighting, electric power and telephone service at the HVTMC for the official business required to operate the HVTMC at no cost to the Consultant.

3. Additional office space, utilities, and services for Consultant personnel, if deemed necessary by the Consultant and approved by the State, shall be located off-premises, provided by the Consultant, with such cost included in the Consultant’s proposed overhead.

4. The Consultant shall assist in maintaining the HV Traveler System field elements until such time as the Region 8 ITS maintenance contract (Contract C005149) is awarded. Consultants of both contracts (C031179 and C005149) shall work together to facilitate the repair of the HVTMC systems.

5. Since the HVTMC is co-located with the New York State Police, all Consultant personnel working at the HVTMC will be required to undergo and pass a State Police criminal background investigation. The State Police shall make the final determination if Consultant personnel pass or fail the background check. NOTE: Fingerprint fees and other costs associated with the background investigations shall be borne by the Consultant, with such cost included in the Consultant’s overhead and not as a separate charge to NYSDOT.

6. To carry out the mission of the HVTMC, Consultant personnel shall be required to cooperate and communicate with NYSDOT and State Police personnel at the HVTMC; as well as several outside agencies and firms, including but not limited to other police
agencies, firms engaged in gathering and disseminating transportation information, Department personnel, consultants and contractors performing roadwork activities, TRANSCOM, and contractors engaged by the State to provide various services in accordance with existing standard operating policies and procedures.

7. From time to time, as part of their normal duties, the HVTMC Consultant personnel will be required to assist in traffic data collection using the automated traffic data acquisition features of the HVTMC System.

8. Independent contractors may be retained by the State to service or install electronic equipment in the HVTMC and/or at remote locations. Such contractors will be present in the HVTMC only as necessary for the performance of their work. Consultant personnel at the HVTMC may be required to provide operational assistance to these contractors to the same extent as they operate the equipment as part of the Task 2, Task 4 and Task 6 functions defined below.

9. The Consultant shall provide their on-site Operations Manager, System Analyst, System Administrator and Field Technicians with Verizon cellular devices with the ability to send and receive e-mail-based text messages. This is to be included in the firms’ project overhead rate and not be billed directly to NYSDOT. This device shall utilize an Android or equivalent operating system. The NYSDOT corporate email system shall be utilized on the smart phone device.

10. On-site Consultants must use the NYSDOT email (including the calendar) system as their primary system. All official NYSDOT and HVTMC business shall be conducted using the NYSDOT email system, currently Microsoft Outlook.

11. System hardware and software changes may be implemented by others during the term of this contract. These include updating the system to accommodate roadway changes as well as expansion to other Regional roadways. The changes are not expected to adversely impact the work of the operator of the HV Traveler System.

12. This agreement requires a close working relationship between Consultant and State personnel. The Consultant and State, working together, will upgrade system configurations, refine policies for the operation of the system, ensure that the system is properly maintained, and keep inventory and maintenance records of HVTMC equipment. State personnel will instruct the Consultant’s Task 1 staff as required regarding the accomplishment of these tasks.

13. Outside of the Administrative Assistant duties, Task 1 duties described in Attachment 8, the cost of providing secretarial services for typing of correspondence, reports, and records shall be included in the Consultant’s proposed overhead and not billed as a separate charge to NYSDOT.
14. In developing an approach, firms have the option of proposing to retain existing staff or proposing replacements (reference Section IV). Any change of proposed Key project personnel by the Consultant after Contract designation or while under contract, shall be subject to the prior written approval of the State.

15. The HVTMC shall be operated seven days a week, 24 hours a day. The RFP outlines the staffing requirements. Proposing firms should base their submissions on continuous operation of the HVTMC. **Firms are encouraged to ask questions during the question and answer period established in the RFP.**

NOTE: The State may, at its option, reduce the number of hours of operation of the Center, including Consultant personnel.
III. SCOPE OF SERVICES

The scope of services encompasses the roles, duties and expectations of the Consultant firm (firm team) under contract to operate the HVTMC. As previously stated, there are nine tasks to be performed by the firm (firm team) under contract. The following outlines the nine tasks around which the HVTMC operates.

Summary of the HVTMC operations

The HVTMC operates 24/7/365 and serves multiple critical purposes:

- **Transportation Management:** Monitoring the operation of the transportation system, traffic signal control and coordination, communicating with dispatching services, and disseminating information to 511NY, the NY-Alert system, Variable Message Signs (VMS), Highway Advisory Radio (HAR), media and broadcasting services when conditions of the system change.

- **Video Surveillance:** Through Closed Circuit TV (CCTV) video surveillance of the roadway, the HVTMC operator can determine the type of assistance that may be needed at the incident location, whether emergency personnel should be notified and quantify the extent of congestion.

- **Primary operational contact point for internal and external operational partners for planned and unplanned incidents and events which impact the transportation system (across all modes of travel)**

- **Provide real-time transportation system information to:**
  - Regional NYSDOT Management
  - The Statewide Transportation Information Coordination Center (STICC) as part of Transportation Incident Management (TIM) and Emergency Transportation Operations (ETO)

- **Coordinate information flows to and from internal and external operational partners including but not limited to:**
  - NYSDOT Regional Maintenance and Construction groups
  - NY State Police (NYSP)
  - NYS Thruway Authority (NYSTA)
  - NYS Bridge Authority (NYSBA)
  - Local city, town, county Public Safety/Police/Fire/EMS departments
  - 911 Centers
  - Other NYSDOT Transportation Management Centers (TMCs)
  - TRANSCOM
  - Total Traffic Network (Public Private Partnership)
  - Westchester County Office of Emergency Management (WCOEM)
• Provide an off-hours answering point for NYSDOT Region 8 (Region 8). This includes notification to NYSDOT Transportation Maintenance, Bridge Maintenance Construction and Traffic Signal Maintenance personnel.

The current NYSDOT staffing at the HVTMC is as follows:

• 1 NYSDOT Civil Engineer III (CE-3)
• 2 NYSDOT Civil Engineer IIs (CE-2)
• 1 NYSDOT Civil Engineer I (CE-1)
• 1 NYSDOT Transportation Analyst (TA)
• 1 NYSDOT Senior Engineering Technician (SET)

The CE-3 is the NYSDOT HVTMC Manager, supervises the NYSDOT staff and manages the Consultant contract. One CE-2 is the NYSDOT HVTMC Assistant Manager and performs Quality Assurance for the Consultant Operations. One CE-2 is the NYSDOT HVTMC Contracts Manager. The CE-1 performs various duties related to permit applications and Portable Variable Message Signs (PVMS) deployments. The TA assists with contracts and processes funding updates and coordinates purchasing. The SET performs various duties including coordination with vendors, contractors, field maintenance and repair work.

The HVTMC includes offices, meeting rooms, an Operations floor, two server rooms and deployed computers at 200 Bradhurst Avenue in Hawthorne, NY; a combination of owned and leased data communications networks linking the HVTMC with the field installations and other departmental, partner agency and public-private partnership facilities; equipment mounted in roadside cabinets; fixed and portable variable message signs; vehicle detectors; closed circuit television cameras and other roadside equipment.

Region 8 contains 5,466 miles of State highways and 2,579 bridges within its 4,409 square mile area. Known to many as the Hudson Valley Region, Region 8 includes 13 cities, 80 villages, and 90 towns. There are scores of hamlets and unincorporated places within the region.

Throughout Region 8, and especially the southern portions of Westchester, Rockland and Putnam counties, above average commuter volumes, goods movement, and a high number of incidents cause recurring travel delay. A large percentage of Hudson Valley commuters travel to employment centers in New York City (the southern border of Westchester County is the northern boundary of the Bronx), northern New Jersey, or to western Connecticut. Any traveler wishing to directly access New York City from the Hudson Valley or Connecticut, or vice versa, must travel through lower Westchester County.

There are very few alternatives for east-west travel. The Cross County Parkway, Interstate 287 and further to the north, Interstate 84 accommodates the bulk of the east-west movement in the region. North-south flows are distributed on the New York State Thruway which follows the Hudson River Valley through the center of the region, Interstate 95 and Interstate 684 further to the east, and several Parkways (originally designed for leisurely usage) which meander through heavily populated residential and commercial areas. Beyond the geographic area covered with ITS field equipment, the HVTMC receives, processes, and disseminates multi-modal transportation system information Region-wide and, at times, State-wide.
The HVTMC is co-located with the New York State Police, Westchester County Office of Emergency Management (WCOEM) and NY State OEM (State OEM). The State Police is responsible for security at the facility.

The following provides a detailed description of each of the nine tasks and subtasks to be performed in the operation of the HVTMC systems:

A. Consultant Staffing

Staffing Requirements

The following are the titles that shall be included in an Offeror’s proposal in response to this RFP and shall be used at the HVTMC by the selected Consultant:

Project Director
Operations Manager
Systems Analyst
System Administrator
Field Technician
Assistant Operations Manager (System Operator 4)
Shift Supervisor (System Operator 3)
Outreach Communication Liaison (System Operator 3)
Assistant Surface Transportation Controller (System Operator 3)
Roadwork Coordinator (System Operator 2 or 3)
System Operator 2
System Operator 1
Administrative Assistant

Details regarding the recommended number of positions, full-time/part-time status, coverage hours, overtime categories, etc. can be found throughout the RFP (reference Sections III, IV and V as well as Attachment 8 and the Cost exhibits). Proposing firms may opt to utilize the approach to staffing (regarding the full-time/part-time status of positions) recommended in Section II of this RFP or may propose a different approach. Details shall be provided as well as the benefit to the State. Titles and position descriptions included in this RFP shall be followed by all proposers.

Staffing Substitutions and Coverage

Payments for Consultant staff that are providing coverage for positions vacant for more than 30 days will be paid at the rate of the vacant position. For instance, if a System Operator 1 position is vacant and the Consultant provides coverage by temporarily using a System Operator 3, the Department will reimburse the Consultant 30 days at the Operator 3 rate – in effect offering a 30 day grace period. HOWEVER, after 30 days, the Consultant shall be reimbursed by NYSDOT for coverage of the position at the rate of the vacant position – in this example, at the rate of the System Operator 1.

Overtime premiums paid by the Consultant due to failure to fill staff vacancies for more than 30 days will not be reimbursed by NYSDOT, and will be the sole responsibility of the Consultant.
**Staffing Service Level Penalties**

If at any time a member of the Consultant’s staff needs to be replaced, the Consultant shall have 30 days to submit a candidate to the NYSDOT HVTMC Director for approval. In the event the Consultant is unable to provide a candidate within 30 days, and NYSDOT must use in-house NYSDOT staffing, or NYSDOT must hire a separate consultant to provide the replacement staff, NYSDOT will, at its discretion:

- Charge and bill the Consultant $150/hour for the use of in-house NYSDOT personnel, or
- Charge and bill the Consultant a 10% administrative fee on top of and in addition to whatever NYSDOT is billed by an out-of-house consultant. If, for example, NYSDOT must hire a separate consultant to provide a service at $100/hour, NYSDOT will charge and bill the Consultant $110, or
- Charge and bill the Consultant the same rate the Consultant would bill NYSDOT for the position, including the appropriate overhead rate billed by the Consultant.

**B. Tasks**

This section provides descriptions of the tasks that shall be performed by the Consultant.

1. **TASK 1: DIRECTION, SUPERVISION AND ADMINISTRATION**

**SUMMARY**

Task 1 consists of all work necessary to manage the Consultant’s personnel. It also includes participation in meetings by the Consultant. Task 1 Consultant personnel shall be scheduled to work a typical Monday through Friday day-time shift at the HVTMC (reference Attachment 8 for position description/details) in order to facilitate and coordinate activities with NYSDOT HVTMC Management. It is anticipated that the Operations Manager and Assistant Operations Manager, as HVTMC Task 1 personnel will only perform Task 2 and Task 3 duties described below on an occasional basis to fill in for sick and vacationing employees and at the respective position’s rate. “Fill-in” work assignments will be approved by the respective HVTMC manager prior to the scheduled time off.

**Sub-Task Descriptions for Task 1**

1-1. The Consultant shall employ, train, supervise, and schedule HVTMC Consultant personnel. This shall include accommodating vacations, sick leave, and other absences of all Consultant personnel by training and supervising relief operators, and on-call personnel.

1-2. The Consultant’s Task 1 personnel shall assist NYSDOT with establishing repair priority for failed equipment. The Consultant’s personnel will often be the first to know of an equipment failure and shall be responsible for issuing a work order for equipment repair (see Task 2).
1-3. The Task 1 personnel shall develop and maintain a project management plan (PMP) and present to NYSDOT HVTMC Management at periodic meetings to assess progress and prioritize work to be performed. If appropriate, other staff may also participate in the meetings.

1-4. The Consultant shall procure general supplies and/or required services for the HVTMC. The supplies and/or required services to be procured may include, but are not limited to, computer paper, copy and fax machine paper, computer printer toner and ink, computer storage media, notepaper, forms, logbooks, record keeping supplies, video tapes, cleaning/sanitary services, copy and fax machine rental/maintenance, equipment repairs, etc. Purchases shall be made in accordance with NYS Procurement Guidelines, shall be processed following applicable State procedures and will be subject to the prior approval of NYSDOT. All approved items purchased shall be reimbursed by the State as a direct cost to the contract. Established State contracts will be utilized when possible and as necessary and deemed appropriate by NYSDOT. Task 1 personnel will process all paperwork associated with purchases and purchase orders. **Most direct-non salary costs associated with this project cannot be provided at this time. NYSDOT has estimated the value of direct non-salary expenses associated with the Contract (reference Section IV, V and Attachment 9 of the RFP). This estimated value shall be included in proposals to this RFP.**

1-5. The Consultant shall participate in post-incident debriefings with all agencies involved in managing a major traffic incident to determine whether existing operating procedures should be changed. This work may require travel to meetings away from the HVTMC.

1-6. The Consultant shall provide coverage for Task 2, 3, 4, 5, 6 and 7 personnel during absences. The Consultant Operations Manager and Assistant Operations Manager, as personnel assigned to Task 1, may be assigned to occasionally accomplish duties under Tasks 2 and 3 when personnel assigned to those tasks are absent.

1-7. The Consultant personnel assigned to Task 1 will also have regularly scheduled duties under Task 5.

1-8. Task 1 staff, with the exception of the Project Director, shall work at the HVTMC and be available at all times during off-duty hours to provide assistance to Task 2, Task 3, and Task 4 personnel as appropriate. In the event of a significant incident or situation outside of the scope of the Standard Operating Procedures, Department personnel will be available at all times to provide assistance to the person assigned to this task. Task 1 personnel shall respond to the HVTMC request within 15 minutes during off-hours.

1-9. From time to time, NYSDOT may upgrade the application programs in the HV Traveler software. Upon NYSDOT’s request, the Consultant shall schedule necessary time for NYSDOT to work on upgrading said programs.

1-10 The Consultant shall respond to inquiries about HVTMC operation as directed by NYSDOT. Inquiry responses may involve telephone conversations, providing supporting data, reports, presentations for evaluation and use by NYSDOT.
1-11 The Consultant shall practice “proactive management” using the concept of forecasting performance and issues that may arise. Once issues are identified, risk mitigation plans shall be implemented to prevent problems from ever occurring. The Consultant shall develop both system performance measures and individual performance measures. The Consultant shall measure itself against “Real-World” performance indices.

1-12 The Consultant shall establish a Performance Measurement Team (PMT) to assist NYSDOT and the NYSP in determining an appropriate methodology for measuring performance of the HVTMC and its component systems using “SMART” performance measurement (Specific, Measurable, Achievable, Realistic, Time-Bound). The PMT shall assess all existing systems to determine what their capability is for gathering the needed data for performance measuring and for archiving this data. The HVTMC Steering Committee will serve in an oversight capacity to the PMT, and the FHWA initiative for Performance Measurements will be used as the framework for the activity. The team will then recommend a feasible approach to NYSDOT, and:

   a. Identify key area(s) - e.g. incident management - for real-world performance assessment.
   
   b. Define quantifiable, practical Measures of Effectiveness (MoEs).
   
   c. Measure baseline conditions.
   
   d. Establish realistic, incremental performance improvement targets.
   
   e. Specify and implement strategies for achieving performance targets. These might include changes in procedures, use of staff incentives, etc.
   
   f. Collect, monitor, analyze and report on data in support of the MoEs.
   
   g. Adjust, augment, or mitigate the implementation strategies, as appropriate.
   
   h. When targets are achieved, identify retention strategies (to minimize the likelihood of slippage).
   
   i. Set new targets, when reasonable and commence the process anew.
   
   j. Implement strategies upon direction by NYSDOT.

1-13 The Consultant shall establish a Peer Review process for the HVTMC. The Consultant shall conduct an annual Peer Review of the current HVTMC operation including its systems. This Peer Review panel will consist of senior management from the team member firms and will be convened at no cost to the State. The panel will assess current operational policies, procedures, guidelines and practices and make recommendations to HVTMC Management on improving the effectiveness of the HVTMC operations. This assessment will include a value-engineering component that will identify areas in which costs can be reduced. Panel members will each contribute a minimum of 80 hours to this review.
1-14. During emergency conditions, as determined by NYSDOT, the Consultant Assistant Operations Manager or higher level management staff shall be on-site for Task 1 duties.

1-15 The Consultant shall maintain records and documentation as directed to support the overall operations of the HVTMC, and provide data for documenting performance measures and progress. Examples of data to be tracked include:

- Pertinent performance related data including, but not limited to incident location, incident type, incident notification (how, time), incident end time (lanes cleared, incident cleared), and traffic clearance time (queue dissipation).
- Tracking of field equipment/network/software down time information, issues and remedies.
- Other data required for HVTMC’s support or performance measures that are required under MAP-21 to be developed by NYSDOT and Metropolitan Planning Organizations (MPOs) during the term of the contract.

Reports shall be provided on an interval basis as shown below in Table 1. These reports shall be delivered to the NYSDOT Program Manager, at the intervals described in the table.

<table>
<thead>
<tr>
<th>Management Tool</th>
<th>Update Interval</th>
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<tr>
<td>Organization Chart</td>
<td>Quarterly or during staffing changes</td>
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<tr>
<td>Status Meetings</td>
<td>Weekly (or as determined by HVTMC)</td>
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<tr>
<td>Performance Reports</td>
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<td>Invoice/Financial Projections</td>
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<td>Project Status Report</td>
<td>Monthly</td>
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<td>Project Management Plan</td>
<td>Updated weekly</td>
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<tr>
<td>Systems Work Plan</td>
<td>Updated weekly</td>
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<tr>
<td>Staffing Plan</td>
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<tr>
<td>Staffing Schedule</td>
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<td>Training Plan</td>
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<td>Staff Retention Program</td>
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<tr>
<td>Concept of Operations</td>
<td>Quarterly update</td>
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<tr>
<td>Transition Plan</td>
<td>Within 1 month following Notice to Proceed</td>
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2. TASK 2: SYSTEM OPERATION

SUMMARY

This task consists of all work necessary to provide human monitoring of the HV Traveler ATIS/ATMS and performance of manual tasks necessary for the system’s effective operation. It is anticipated that the NYSDOT will add external hardware in successive ITS equipment buildouts, and as the amount of equipment in the field increases, it is anticipated that the level of human monitoring of the system will increase. As a result, data collection efforts and other system related tasks will also increase. Consultant personnel performing these functions shall either be Task 1 personnel or supervised by Task 1 personnel. Should unique situations occur, NYSDOT managers will always be available to assist Task 1 personnel either in-person or by
telephone. Consultant personnel shall work with existing NYSDOT HVTMC Management personnel at the HVTMC.

Sub-Task Descriptions for Task 2

2-1. The Consultant shall provide monitoring of operations using the HV Traveler ATIS/ATMS, and other software programs and communications systems as necessary. The Consultant shall provide a minimum of two persons at all times for operation of the System. During peak hours on weekdays, special events and/or emergency conditions greater levels of staffing will be required. During the term of this contract it is anticipated that the number of roadways and the total mileage covered by HV Traveler and the HVTMC will increase. If NYSDOT deems that additional manpower is necessary to operate the expanded system the Consultant will be authorized to provide extra personnel.

2-2 The Consultant’s personnel assigned to Task 1 may be scheduled as a System Operator only on an occasional basis and at the respective System Operator’s rate. Again, Consultant personnel normally assigned to Task 1 shall not be scheduled as an operator on a regular basis. Task 1 personnel may also be used as occasional unscheduled relief operators when regular operators are absent on short notice.

2-3 The Consultant shall provide monitoring of ITS device operation including monitoring of field equipment such as CCTV, VMS, sensors, TrackStar map, local news reports, etc.

2-4 Responding to major emergencies is a key function of HVTMC. The Operations Manager shall ensure that sufficient staff is available at all times to respond to emergencies caused by weather, terrorist threats or other situations requiring full staffing of the operations center. In the Operations Manager’s absence the Assistant Operations Manager or a Shift Supervisor will be designated in his/her place. Coverage shall always be assured. The Consultant shall identify system operators that are capable to report to the HVTMC in a timely manner during emergencies. These operators shall be on call for emergencies.

2-5. The Consultant shall provide human monitoring and control of the HVTMC permanent and portable variable message sign system including: (1) selection, or creation and selection of every message prior to its display, (2) verification that the selected message is displayed in accordance with existing Standard Operating Procedures, and (3) ensuring VMS are blanked after incident/events have cleared.

2-6. The Consultant shall provide human monitoring of closed circuit television, police radio channels, public safety computer-aided dispatch (CAD) terminals, internet-based information sources and software programs, NYSDOT radio transmissions, and other devices within the HVTMC in accordance with existing Standard Operating Procedures.

2-7. The Consultant shall receive and disseminate roadwork, incident, and special event information. Dissemination methods include, but are not limited to, telephone calls, electronic messaging, NewYork OpenReach and entries into the State’s 511 system in accordance with Standard Operating Procedures.
2-8. The Consultant shall operate the Highway Advisory Radio (HAR) equipment in accordance with existing Standard Operating Procedures. A plan shall be devised for each portable HAR deployment event.

2-9. In support of Task 4 and Task 6, Consultant personnel shall record notification of HVTMC field equipment failures using the HVTMC issue tracking system (currently Bugzero). Upon human verification of an equipment failure and in accordance with existing Standard Operating Procedures, the Consultant shall call for appropriate repairs and return the equipment to on-line status upon completion of repairs. The process for ordering repairs by the Consultant shall involve electronic logs, telephone calls to leased-line communication providers, communications with technicians, and related work.

As appropriate, the Consultant personnel shall provide notification of NYSDOT IT equipment failures by informing the NYSDOT Information Technology HelpDesk, or off-hours IT department support personnel, to facilitate repairs.

2-10. The Consultant shall provide coordinated management of traffic incidents with NYSDOT and State Police personnel at the HVTMC. Incident management shall be performed in accordance with existing Standard Operating Procedures. For reference purposes, the following is a monthly frequency of incidents summary:

During an average month, the HVTMC will log approximately 2800 incidents on the HV Traveler transportation management software. This includes about 700 crashes, 1100 disabled vehicles, 200 construction/roadwork incidents, 23 roadway debris, 10 vehicle fires, 150 traffic signal malfunctions and 55 road closures.

The Consultant shall provide coordinated management of incidents with NYSDOT and HVTMC partner agencies. Incident management shall be performed in accordance with existing Standard Operating Procedures. To assist firms in the preparation of their proposals, information regarding Standard Operating Procedures may be viewed via the link provided in Section I. A.

2-11. The Consultant shall answer phone inquiries and coordinate incident-related activities with operational partners (listed in Section I.B.) and provide them with the necessary information about traffic conditions. Telephone calls from the media shall be referred to appropriate Consultant, NYSDOT and/or State Police Personnel in accordance with Standard Operating Procedures.

2-12. The Consultant shall accept reports regarding any malfunctioning State owned, operated, or maintained traffic signals, document in the NYSDOT Traffic Signal issue tracking system (currently CartâGraph) and subsequently notify the appropriate personnel of the need for repairs in accordance with existing standard operating procedures. The Consultant shall record all actions related to traffic signal malfunctions according to the Standard Operating Procedures.

2-13. In the HVTMC, this task shall also include information transfer with the Highway Emergency Local Patrol (HELP) vehicles patrolling key corridors and other select roadways in Region 8. HELP drivers provide roadside assistance to motorists and assist
at incident scenes and special events. The HELP vehicles are currently patrolling the highways between the hours of 6:00 AM and 10:00 AM and from 3:00 PM to 7:00 PM, Monday through Friday. At times, HELP patrols will be redeployed or shifts extended to meet needs such as for special events, holiday traffic, major incidents, etc. Whenever there are HELP trucks on patrol, the Consultant shall periodically check in with the patrols and document all reported issues including queues, incidents, malfunctioning roadside ITS equipment, etc. in accordance with existing Standing Operating Procedures.

Operators at the HVTMC shall keep in contact with HELP patrols using a radio communication system provided by the State.

2-14. During emergencies, storms and major events, as determined by NYSDOT, greater levels of staffing may be required by the State. If the State deems that additional manpower is necessary to operate the expanded functions, the Consultant shall provide extra personnel who are trained to meet the skills requirements described in Attachment 8. Additional personnel shall be qualified and pre-trained in Task 2 duties. The Consultant shall be paid for the additional personnel at the rate for the requested title or as authorized by NYSDOT.

3. TASK 3: SURFACE TRANSPORTATION CONTROL, ROADWORK INFORMATION AND LANE CLOSURE COORDINATION

SUMMARY

This task consists of work to assist NYSDOT in minimizing the impact of construction, road maintenance, and other planned activities that will close lanes and/or cause delays to the traveling public and maintain situational awareness.

Personnel assigned to Task 2 may also be assigned some Task 3 duties.

Sub-Task Descriptions for Task 3

3-1. The Consultant shall assist NYSDOT in insuring that disruption of traffic flow due to construction, maintenance, and other roadwork activities is minimized. Everyone involved in work on State highways, including Engineers-in-Charge of construction projects and personnel from NYSDOT roadway and bridge maintenance, survey, technical services groups, private contractors and utility companies will notify HVTMC of their need to close lanes and/or shoulders. The notification requirement is expected to apply to all State highways in NYSDOT Region 8.

Entities with approved, planned lane closures on State Highways will send information to the HVTMC describing the details of the activities and lane closures. The Consultant shall coordinate acceptable lane closures with the NYSDOT Surface Transportation Controller, and other HVTMC personnel to update messages on the website and by other means of communication, such as VMS and radio broadcasts, concerning these lane closures as necessary. Task 3 personnel may prepare or assist in preparing a Travel Advisory and enter this information into the HV Traveler software and into the TRANSCOM OpenReach program (511NY), and forward lane closure information and
VMS/HAR plan information to appropriate NYSDOT personnel in accordance with existing Standard Operating Procedures.

3-2. On a daily basis, Task 3 personnel shall systematically review the future activity and lane closure information received at the HVTMC and identify those locations where there are competing needs to close lanes. The Task 3 personnel shall notify all related parties for which a conflict is identified. It is the responsibility of the conflicting parties to resolve the conflict and advise the HVTMC of the resulting schedule. If the involved parties cannot agree upon who has priority or the conflict is due to a planned special event, Task 3 personnel will refer the matter to appropriate NYSDOT personnel for resolution.

3-3. Task 3 personnel will occasionally be directed to attend some of NYSDOT’s pre-construction meetings. Task 1 personnel and the HVTMC Management will assist in the determination of which meetings to attend.

3-4. Task 3 personnel shall maintain the NYSDOT Region 8 Lane Closure charts including requesting traffic counts from the Region Planning group.

3-5. Task 3 personnel may be required to perform queue analysis and/or freeway modeling to assist NYSDOT in evaluating the impacts of roadway lane closures using Synchro/SimTraffic and Highway Capacity Manual (HCM) software which are licensed to the State.

3-6. During emergency conditions, as determined by NYSDOT, Consultant Assistant Surface Transportation Controller staff may be directed by HVTMC Management to be on-site in order to maintain situational awareness.

4. TASK 4: SYSTEM NETWORK ADMINISTRATION AND SYSTEMS HARDWARE/SOFTWARE SUPPORT

SUMMARY

The Consultant shall provide day-to-day Information Technology (IT) hardware, software, and network administration support services to the HVTMC network/system, laptops and desktop computers. The Consultant shall evaluate and recommend changes to system functionality. The Consultant shall implement, install, configure and test system functionality changes, configuration changes, patches, fixes and updates, new modules, and new systems as directed and as accepted by NYSDOT and thoroughly document and warrant the Consultant’s work performed thereto.

All work associated with this task shall be in accordance with NYSDOT information technology policies and procedures, New York State information security policies and procedures, standards established by the Federal Highway Administration, and standard industry practices. Reference http://tinyurl.com/nysdot-information-security

The Consultant is responsible for providing these services 24 hours a day, 7 days a week. This shall be accomplished by scheduling Task 4 personnel at the HVTMC and providing off-hours support/contact as described below.
Personnel assigned to this task shall work at the HVTMC and be available at all times during off-duty hours to provide assistance to Task 1, Task 2, and Department personnel. Task 4 personnel shall respond to the HVTMC request within 15 minutes during off-hours.

The Systems Analyst will work normal weekday hours. The Systems Analyst shall be available 24/7 in the event that the systems fail. The Systems Analyst shall evaluate and recommend changes to system functionality. The Systems Administrator shall report to the full-time Systems Analyst and be available after hours on an as-needed basis.

The Consultant shall support the ITS component of NYSDOT and partner agency planning, design and construction projects.

Sub-Task Descriptions for Task 4:

4-1. Supporting fiber optic and wireless radio communications networks, Ethernet, serial, dial-up, cellular, leased-line dedicated circuits, terminal servers and dedicated wireless communications. This task includes:

   a. Handling and installing fiber optic and copper communication patch cords and other interface connectors.
   
   b. Diagnosing and reporting the network status using various network monitoring tools.
   
   c. Reporting issues and managing leased-line network issues with private communication providers.
   
   d. Configuring and installing modems, IP communication devices (wire line and wireless), terminal servers, and other communication equipment.
   
   e. Assist in the design, configuration, and installation of new field communication equipment.
   
   f. Ensure that network and security system policies are implemented, tested, and updated as needed.
   
   g. Reading, creating and modifying engineering drawings, network diagrams and electrical schematics.

4-2. Provide support for desktop workstations and servers running standard Microsoft legacy and current operating systems and various software packages.

   a. Install and manage software and hardware on desktops, laptops, and physical servers.
   
   b. Perform routine and unplanned system maintenance tasks.
   
   c. Routinely back-up the system software and archive data history records in accordance with a format and schedule determined or approved by NYSDOT.
4-3. Support the current ATMS/ATIS central software (HV Traveler) and support any future central software system which replaces, supplements or modifies the existing ATMS/ATIS.

   a. Add, remove, and modify devices as needed.

   b. Back-up system and system databases on a scheduled basis.

   c. Monitor and manage system to minimize downtime.

   d. The Consultant may also be directed to procure software and hardware to support the HVTMC as needed.

   e. Responsible for administering, monitoring, configuring, troubleshooting and incident reporting for existing ATMS network.

4-4. Coordinate with NY State Police information technology personnel in the support of Computer Aided Dispatch (CAD) and two-way radio computer workstations, associated workstation hardware and network connectivity.

4-5. Configuration management

   a. Maintain system configurations per established standards on central HVTMC hardware and field devices.

   b. Modify configuration databases for all changes.

   c. Thoroughly test all functionality and configuration changes and shall provide documentation of all work performed under this task. The documentation shall conform to existing documentation standards.

   d. Produce change management notices for internal and external configuration changes.

   e. Configure and maintain the HVTMC issue tracking system.

   f. Procure, configure and maintain a NYSDOT approved fiber management system software.

   g. Procure, configure and maintain a NYSDOT approved network management system software.

4-6. Research and bench testing of existing and proposed equipment.

   a. Research potentially new equipment to determine feasibility of integration.

   b. Conduct operational tests to confirm that equipment operates per manufacturer’s specifications.
c. Recommend equipment based on technical merits and cost effectiveness measures such as life cycle, maintenance, and other costs.

4-7. Planning and Reporting

a. Develop and maintain a working plan for systems tasks including related subtasks, schedules, priorities, other resources and the costs associated.

b. Produce system performance reports from HV Traveler logs and other sources indicating up/downtime of equipment and trends.

c. Produce speed and volume reports for HV Traveler data tables.

d. Develop quality control measures that ensure speed, volume, and other HV Traveler log data are accurate.

e. Assist in the development of “dashboard” performance measure reports for HVTMC and highway operations.

4-8. Website

The Consultant will assist the NYSDOT in the continued development and maintenance of the HVTMC web site. The Consultant will also assist the HVTMC with web site performance measurements and web server reports if applicable.

4-9. The Consultant shall maintain the HVTMC equipment inventory. This consists of maintaining records of all system and network equipment, including the contents of each server rack, the equipment’s state of repair, maintaining records of all equipment sent to a third party for evaluation or repair, and keeping an inventory of all equipment spares on-hand at the HVTMC and other NYSDOT storage facilities. This shall also consist of the issuance and receipt of equipment to and from Contractor’s or State warehouse locations.

4-10. Other Duties

a. The Consultant may be directed to provide support for the extraction of the TRANSMIT data and other detection data.

b. Report and analyze recurring field and systems equipment malfunctions according to short, medium and long term durations (<30 days, 30-60 days and >60 days, etc.)

c. Address action items in a timely manner, as defined by the SOP or as coordinated with HVTMC Management.

d. Research procurement of systems equipment maintenance, repair and replacement.
e. Support construction of ITS projects including reading plans, specifications; attend project meetings and milestone tests; review and comment on construction project submissions.

f. Oversee repair of ITS system equipment including planning repair/replacement/upgrade, estimating costs and submitting a schedule.

g. Develop and implement sharing of sensor, CCTV and VMS data to 511NY.

h. The Consultant shall periodically archive sensor data to HVTMC servers and distribute to NYSDOT or partners as directed by HVTMC Management.

4-11. Administrative duties

a. Inventory, monitor, and maintain summary report of all software licenses, warrentees, and expirations.

b. Add, remove and modify equipment status in the asset management inventory Systems.

4-12. Ownership Rights

NYSDOT retains any and all ownership rights to any and all equipment, material, media, and software acquired or purchased by or through the Consultant for HVTMC operations under the resulting agreement. For any software purchased under the resulting agreement, the Consultant shall acquire a perpetual, royalty-free, non-exclusive license for NYSDOT to use such software. The Consultant must transfer any and all warranty rights to equipment, material, media, and software NYSDOT acquired to NYSDOT and such warranties must be at terms equal to or greater than industry standards.

4-13. Safety

Some of this work will take place at equipment locations external to the HVTMC. Consultant personnel will be responsible for using contract vehicles (see sub-task 6-12 regarding Contract Vehicles). The Consultant will be responsible for providing amber warning lights on the contract vehicles, safety apparel to Task 4 and all accompanying personnel at no additional cost to the State and following all relevant safety procedures found at the following link:

5. **TASK 5: TRAINING AND UPDATING OF MANUALS**

**SUMMARY**

This task covers work by the Consultant to update Standard Operating Procedure and system manuals for use in day-to-day operations in the HVTMC, and to provide necessary training. NYSDOT shall review and approve proposed training procedures for all Tasks. The Consultant shall provide materials to NYSDOT documenting the training of personnel assigned to all Tasks.

The Consultant shall develop appropriate systems protocols and manuals including utilizing existing documentation.

This task may provide the opportunity for a DBE to perform a commercially useful function as determined by the Offeror and as included in the Offeror’s approach.

**Sub-Task Descriptions for Task 5**

5-1. **Manuals**

a. The Consultant shall work with NYSDOT to modify and update the Standard Operating Procedures (SOP) for use in the HVTMC. Due to the nature of operations, this shall be an ongoing task that will take place at any time an SOP needs to be updated. The Consultant shall, at a minimum, review all SOPs with the pertinent customers on a semi-annual basis and provide NYSDOT with recommendations for changes to account for current operational conditions, including, but not limited to:
   - Responses to incidents in the corridor
   - Preparation of sign messages
   - Activation of diversion signing
   - Operating the signal system in response to events
   - Responses to hardware failures
   - Travel time
   - Delay messaging
   - Notifications
   - Summary reports for events and emergencies
   - Related actions

b. The Consultant shall work with NYSDOT to modify and update the HVTMC Systems Administration Manual and pertinent Standard Operating Procedures as pertains to the Systems and Field environments. Due to the nature of technology, this shall be an ongoing task that will take place at any time the documentation or an SOP needs to be updated. The Consultant shall, at a minimum, review all SOPs with the pertinent customers on a semi-annual basis and provide NYSDOT with recommendations for changes to account for current operational conditions, including, but not limited to:
   - Notifications regarding scheduled maintenance of major HVTMC Systems
   - System support procedures
5-2. Training

The Consultant shall provide training to new Consultant operations personnel and in-service training to existing staff. The training shall be based on the current NYSDOT SOP manuals for the HVTMC. Training shall be provided on an as-needed basis as Consultant staff is phased into the project; when new or significant changes are made to SOPs or software programs; or when individual operators need remedial training. Training shall include formal classroom style exercises as well as extensive hands-on training. The training shall provide for testing of trainees to insure that they are fully trained prior to being assigned to the operations tasks. For Operations staff, it shall also include assignment to the operations tasks for at least a one-week period under the supervision of a Shift Supervisor prior to being assigned as an independent operator. This applies to both new operators and operators who require remedial training.

NYSDOT may ask the Consultant to train their personnel to conduct State approved experimental, operational exercises, designed by others, including non-standard procedures and methods to be used in the conduct of any research experiment.

In order to keep the HVTMC staff current with their operational abilities, the Consultant shall conduct “in-service” training (at the HVTMC) to all operations staff. This shall be in the form of a “paper” exercise or other Department approved method, and shall take place at least once per month.

a. Newly hired and/or newly promoted Shift Supervisors (System Operator 3) shall be sent to a management training class approved by NYSDOT, unless the Consultant can document that acceptable training (acceptability determined by NYSDOT) has been obtained within the past 12 months. All expenses associated with the training (training class costs, travel costs, and personnel time to travel to and attend the class) shall be borne by the Consultant as overhead costs and are not reimbursable or chargeable to the project (assume two training events per year valued at $2,700 each).

b. The Consultant shall provide training to the Systems Analyst and Systems Administrator specific to equipment and systems operated by NYSDOT at no additional cost to the State. In addition, any costs associated with general continuing education, certification classes, or educational and professional activities are not reimbursable or chargeable to the project.

c. With the exception of managerial training for Shift Supervisors and technical training for Systems Analyst and System Administrator as identified in Sections 5-5 and 5-6 above, all training is anticipated to take place at the HVTMC.

d. Required training for all employees includes Sexual Harassment, Safety in the Workplace, ICS-100 and ICS-700 or as directed by NYSDOT. These courses shall be offered online if possible and included in the Consultant’s overhead.
e. Additional safety training will be required of Consultant staff performing official duties outside of the HVTMC.

- Task 6 personnel shall have full worker safety training designed for field work and working on electrical components.
- Task 1, 6 and 7 personnel and any others driving a contract vehicle or their personal vehicles for State business shall complete an approved driver improvement/defensive driver training course each year.

6. **TASK 6: FIELD SUPPORT TECHNICAL SERVICES**

**SUMMARY**

This task covers work by the Consultant in support of NYSDOT staff in field related technical services. The technical services include maintenance of field equipment and review of work by other maintenance contractor staff when equipment maintenance contracts are in place. Duties will include inspection of the work of other construction contractors; review of minor construction or construction repairs; preparation and processing of records related to HV Traveler field equipment that is damaged by third parties; investigation of damage caused by incidents to assist the NYSDOT in recovering costs for damages from responsible parties; and related services as may be requested by the NYSDOT.

During the term of this contract, it is anticipated that the number and mileage of roadways covered by HV Traveler will increase. If the NYSDOT deems that additional manpower is necessary to support the expanded system, the Consultant will be authorized to provide extra personnel.

The following sub-tasks shall be performed by the Consultant with support from Task 4 staff as necessary:

**Sub-Task Descriptions for Task 6**

6-1. The Consultant and NYSDOT personnel shall report identified equipment failures to Consultant field support staff members and request that corrective actions are taken. Under this task, the Consultant shall repair field equipment and record repair actions. The Consultant shall provide troubleshooting technical support services for the field and central systems, as required. In coordination with Task 4 staff, Task 6 duties include:

a. Troubleshooting device and communication problems.

b. Facilitating maintenance/equipment repairs or monitoring the scheduling of other repairs with vendors, upon NYSDOT direction (NYSDOT makes the repair vendor selection).

c. Installing replacement equipment as needed. Field repairs that cannot be completed with State provided parts shall result in a work order that defines the necessary parts and services required to complete the repair. Equipment shall be purchased using
standard NYS Purchasing practices. The purchase orders shall be issued and processed by the Consultant according to NYSDOT standard Purchasing Procedures. NYSDOT will approve the purchase and it will be the Consultant’s financial responsibility. All approved items purchased shall be reimbursed by the State as a direct cost to the contract. All purchasing shall be done following applicable State procedures and will be subject to the approval by the State.

d. Acknowledging receipt of repair request, and updating status of repairs in issue tracking system

e. Coordinating repairs and other issues with utility companies and other partner agencies as needed.

6-2. When HVTMC field hardware is maintained through an independent or equipment vendor maintenance contract, the Consultant and NYSDOT personnel will report identified equipment failures to the maintenance contractor and request that corrective actions are taken. Under this task, the Consultant shall monitor the activities of the independent maintenance contractor by field verification of repair actions and update status of repairs in issue tracking system. This will include record keeping indicating repair actions and appropriate cost information for verifying contractor payment. The Consultant may be directed to provide troubleshooting technical support services for the field and central systems, as required.

6-3. As required, the Consultant shall provide overtime support services. The nature of the services required in this overall task is such that occasional services outside normal work hours will be required. This may include participation in review and inspection of major repairs and to begin the record keeping process. Field reviews shall be required to identify or verify major maintenance actions, additional hours beyond standard working hours to address backlogs of work that may occur and other unforeseen circumstances. The Consultant shall provide these required overtime services using the full time staff assigned to the overall task or with other project staff as applicable. A representative of the Consultant’s Task 6 staff shall be on-call at all times.

6-4. The Consultant’s Task 6 staff shall routinely inspect HVTMC cabinets, signs and other equipment and hardware to assure that the independent maintenance contractor’s work is acceptable.

6-5. The Consultant shall conduct regularly scheduled patrols of highways managed with HVTMC equipment and make an inventory of the condition of variable message sign appearance and illumination, traffic control signal appearance, vegetation clearing for solar panel effectiveness and sight distance, pavement marking conditions related to effectiveness of other HVTMC traffic control devices, and trailblazer route marker assembly conditions for assemblies necessary to guide diverted to crossroads by the HVTMC message signs. The NYSDOT will use the results of the patrols and inventory of conditions to schedule remedial repair work, to assure the effectiveness of the system. These activities must be coordinated through the HVTMC with the proper authorities.
6-6. The Consultant shall maintain the HVTMC equipment inventory. This consists of maintaining records of all field equipment, including the contents of each field cabinet, the equipment’s state of repair, maintaining records of all equipment issued to maintenance contractors, and keeping an inventory of all equipment on-hand at the HVTMC and other NYSDOT storage facilities. This shall also consist of the issuance and receipt of equipment to and from Contractor’s or State warehouse locations.

6-7. The Consultant shall assist the state PVMS Coordinator with the deployment, management and maintenance of eighty (80) or more State-owned PVMS to various sites where signs are needed for traffic management. Additional contractor-owned signs will be managed by the HVTMC but maintained by the contractor. The Consultant will also be responsible for posting messages locally on additional portable message signs which are not accessible remotely.

6-8. The Consultant shall monitor the performance of its field staff and that of independent maintenance contractors. This will include the daily review of HV Traveler generated failure reports and work orders and the field staff and maintenance contractor’s written responses to the reports and work orders. The Consultant shall prepare monthly performance reports and also expedite the processing of all work orders, invoices and other critical paperwork associated with the day-to-day operations of the HVTMC system.

6-9. The Consultant shall be responsible for locating all equipment using Consultant provided GPS equipment with sub-meter accuracy, so that the locations of the field equipment can be stored in the HV Traveler GIS based software database. Link to New York State standards:
http://gis.ny.gov/coordinationprogram/workgroups/wg_1/related/standards/index.html

NYSDOT GIS Standards are only available on NYSDOT’s internal website. Interested proposers are encouraged to ask questions during the RFP’s question and answer period.

Whenever new field devices are installed, the Consultant shall add that equipment to the GIS database in the HV Traveler software within one month of final installation and equipment testing. This task shall be integrated with the equipment management plan.

6-10. The Consultant shall supervise all new installations and performance testing of field equipment by HVTMC vendors, and support the ITS component of NYSDOT and partner agency construction projects.

6-11. Dig Safely New York support (“Call Before You Dig”) – The Consultant shall update location data in the DigSafely system, receive calls for intent to dig facilities location at construction sites and assist in marking out HVTMC facilities as required. Website link: www.digsafelynewyork.com

6-12. In order to support field technical services, the Consultant shall provide two vehicles to be used exclusively as part of operations activities by Consultant staff. These vehicles will display HVTMC and NYSDOT logos as specified by the State. The costs of these project vehicles will be paid by the State as a direct cost of the contract. The
procurement methods for these vehicles will follow New York State procurement guidelines and require pre-approval by the State.

Vehicle specifications for informational purposes only (these costs will not be included in your pricing response): All vehicles shall be

a. 4-Wheel Drive multiple passenger utility vehicles, with a Class II/III towing package.

b. Professionally fitted with appropriate exterior amber warning light bars and flashing strobes as approved by the State.

c. Fitted with a cargo safety barrier between passenger and cargo area.

Refer to sub-task 4-12 for safety related standards, policies and guidelines.

6-13. Consultant staff shall follow NYSDOT policy and procedures for State owned vehicles, including:

a. No smoking in vehicles.

b. Keep vehicles clean with a professional appearance given to the display of official logos.

c. No personal use allowed - mileage logs shall be maintained and submitted monthly to NYSDOT.

d. All contract vehicles shall use E-ZPass for toll payment.

e. Vehicles will be maintained following manufacturer’s recommendations.

f. The contract vehicles shall be stored at the HVTMC (not available for commuting).

6-14. Other duties

a. Periodically check the field device spare battery voltage. If required, charge spare batteries according to manufacturer’s recommendations.

b. Perform other periodic maintenance as directed by NYSDOT.

c. Assist Task 4 staff with research and bench testing new equipment.

7. TASK 7: OUTREACH/COMMUNICATION LIAISON

This task covers work by the Consultant in support of NYSDOT operations with communications between the HVTMC and the general public, media and other local agencies. Focus is given to specifically answering questions with regard to special events or other designated activities. The Outreach/Communication Liaison personnel are responsible for outreach with first responders and special event coordinators in the Hudson Valley among others.
The Consultant shall produce and maintain an outreach plan to include first responder, event coordinators, trucking and transit partners in coordination with existing and updated ITS Architecture.

Sub-Task Descriptions for Task 7

7-1. The Consultant shall coordinate public information of transportation system disruptions.

7-2. The Consultant shall answer phone/email/fax questions about closures, delays and road work.

7-3. The Consultant shall perform quality control on the regional information appearing on Hudson Valley Traveler (http://www.HudsonValleyTraveler.com) and 511NY (http://www.511ny.org/) to ensure it is clear, concise, timely, and accurate.

7-4 The Consultant shall provide the regional PIO with a weekly list of upcoming planned closures.

7-5 The Consultant shall coordinate with the STC group in reviewing requests for lane closures and planning diversionary routes.

7-6 The Consultant shall respond to inquiries regarding incidents/delays by suggesting alternate routes during special events.

7-7 The Consultant shall be responsible for handling and coordinating all TIM Team incidents.

7-8 The Consultant shall be responsible for coordinating NYSDOT preparations and act as a liaison for Special Events. This would include contacting venues and discussing parking restrictions, etc. for any sporting events, festivals, and any other major events in which a high volume of traffic is expected.

7-9 The Consultant shall serve as the main public/media contact during storm events and closures.

7-10 The Consultant shall obtain the following information from Operations and/or the NYSDOT Surface Transportation Controller (STC) about any closure/road work/incident and relay to the public/media and partner agencies in jargon-free, plain language:

- Date(s)
- Start/End Times
- Location(s) where the work/incident is happening
- What the work entails

8. TASK 8: ITS ARCHITECTURE DOCUMENTATION UPDATE

The U.S. Department of Transportation requires that each state develop and maintain documentation of their Intelligent Transportation System (ITS) architecture in order to continue
to receive funding for many transportation related projects. U.S. DOT defines the National ITS Architecture in this way:

“The National ITS Architecture provides a common framework for planning, defining, and integrating intelligent transportation systems. It is a mature product that reflects the contributions of a broad cross-section of the ITS community (transportation practitioners, systems engineers, system developers, technology specialists, consultants, etc.).”

“The architecture defines:

- The functions (e.g., gather traffic information or request a route) that are required for ITS
- The physical entities or subsystems where these functions reside (e.g., the field or the vehicle).
- The information flows and data flows that connect these functions and physical subsystems together into an integrated system.”

According to the Code of Federal Regulations Title 23, Chapter 1, Subchapter K, Part 940.9, regions are required to develop and maintain an Intelligent Transportation System (ITS) Architecture. An updated ITS Architecture ensures that “the development of ITS projects and programs [is] consistent with ITS strategies and projects contained in applicable transportation plans.” Furthermore, per 23 CFR 940.11, in order for ITS projects to be eligible for Federal funding, they must be based upon a systems engineering analysis that, among other things, identifies the section of the ITS Architecture to be implemented.

In the Lower Hudson Valley, NYSDOT Region 8 maintains its own ITS Architecture documentation. The Consultant shall update the existing Region 8 ITS Architecture documents as necessary to reflect the current operations of the HVTMC. Turbo Architecture is a free software application provided by DOT that will be used to develop the Region 8 ITS Architecture. Further information on ITS architecture requirements can be found here: [http://www.iteris.com/itsarch/](http://www.iteris.com/itsarch/)

If the contract is extended past the first two years, the Consultant shall be required to provide a second update to the ITS Architecture documentation in the fifth year of the contract or as directed by NYSDOT.

This task may provide the opportunity for a DBE to perform a commercially useful function as determined by the Offeror and as included in the Offeror’s approach.

9. **TASK 9: TRANSITION**

**SUMMARY**

This task has two purposes or phases. The first will cover the period of implementation of the Contract resulting from this RFP (Contract C031179). The second will occur in two to five years when NYSDOT resolicits for a renewal of the services at the end of Contract C031179.
Phase One (Implementation of Contract C031179)

This task shall only be required if the incumbent Consultant is not selected for Contract award. To ensure a seamless transition between the incumbent Consultant and the selected Consultant (if the incumbent Consultant does not propose or is not selected for Contract award), NYSDOT has established a transition period of approximately 30 days (the on-set of Contract C031179 will overlap with the incumbent Contract). The newly selected Consultant will work with the incumbent Consultant to provide the necessary coordination and services to maintain the Operations at the HVTMC without interruption of service during the transition. This will include but not be limited to meeting with the current Consultant, NYSDOT staff and other stakeholders. To reiterate, the purpose of the transition period will be to establish an organized and coordinated approach for maintaining uninterrupted services at the HVTMC.

Phase Two (Renewal of the Services Provided under Contract C031179)

This task shall only be required if the incumbent Consultant of Contract C031179 (in two to five years) is not selected for Contract award. To ensure a seamless transition between the incumbent Consultant and the selected Consultant (if the incumbent Consultant does not propose or is not selected for Contract award), NYSDOT will established a transition period. The incumbent Consultant (under Contract C031179) will work with the newly selected Consultant to establish an organized and coordinated approach for maintaining uninterrupted services at the HVTMC during the transition period.

The incumbent Consultant (Contract C031179) shall perform the following sub-tasks in coordination with the newly selected Consultant (in coordination and as determined by NYSDOT):

Sub-Task Descriptions for Phase Two

9-1. Develop the Project Implementation Plan and QA/QC Plan to maintain the Operation of the HVTMC without disruption.

9-2. Finalize the details of the transition - The schedules, assignments, holiday and sick leaves will be finalized to operate HVTMC appropriately.

9-3. System Operation Procedures and Reports — identifying the required system operations requirements.

9-4. Address concerns and emergency requirements for coverage of the HVTMC.

9-5. Conduct initial meetings with the stakeholders (including meetings with NYSDOT, NYSP, NYSTA, NYSBA, Westchester County, TRANSCOM, and the Steering Committee).

9-6. Providing Field Support and Coordination – (i.e. technical support for equipment malfunctions in the field and at the HVTMC.

9-7 Determine if new or additional data are available and compiling the information.
Perform/update field and HVTMC inventory.

Identify any additional system requirements.

The requirements and formats of the reports relative to the transition will be developed in consultation with NYSDOT staff.

Return all NYSDOT issued property including but not limited to any data or information relative to the work performed under the Contract. All equipment (i.e. computers) shall have all evidence of data/information destroyed/removed and/or erased – as determined by NYSDOT.
IV. PROPOSAL FORMAT AND CONTENTS

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 shall consist of 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, focusing on the firm’s responsiveness to the RFP, including mandatory requirements and demonstrated experience of the firm. Failure to clearly identify and present the required proposal content, in the designated location, may result in the firm being deemed non-responsive with no further consideration being given to the proposal. Cost information is not to be included in the Part I submittal NOR should any Technical information be included in the Part II submittal.

A proposing firm’s proposal shall follow the format listed below:

NOTE: NYSDOT will 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. If an offeror believes information included in its proposal is confidential and proprietary, the offeror should identify those page(s) of its proposal which contain such information as “confidential and proprietary”. Additionally, offerors need to explain the reason(s) why this 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 (see A. 3. below).

A. Part 1: Technical and Management Submittal

1. **Cover Letter**

   Cover letter should be prepared on firm stationary and signed by an individual/officer of the firm authorized to bind the firm to a State contract. The cover letter shall include the name, address, phone number and e-mail address of the proposing firm as well as, the name of the individual who prepared the proposal and the name of a contact person to whom questions should be asked. **No exceptions to any of the draft contract terms and conditions will be entertained by NYSDOT. Conditional offers or bids will be deemed non-responsive.**

2. **Table of Contents**

   All sections shall be separated by labeled tabs.

3. **Executive Summary**

   Provide a brief description of the proposed approach and work effort. Confidential and proprietary information should also be identified and addressed in this section.
4. **Experience of Firm and Key Personnel**

The qualifications and prior experience of the proposer are very important to NYSDOT. Demonstrated, successful experience in managing and coordinating multiple, interdisciplinary contracts/projects is essential. Furthermore, the Offeror should demonstrate experience with traffic management, system administration and public relations/communications skills. Technical writing, record keeping and inventory expertise and experience are preferred. Of particular interest are successful experiences in managing transportation management centers of similar size, technical complexity, coverage area and scope. Offerors should focus on these experiences when presenting their relevant experiences.

Relevant experience of all Firm team members and Key Personnel is to be presented in a narrative format. In addition to this narrative, provide a listing of each consultant team member’s (firm level, not staff level) prior or current projects (within the last five years) which are relevant to this effort. Provide a brief summary of the firm’s function under each of the projects. Indicate Key Personnel who have worked on these projects and will be assigned to this effort, and identify their area(s) of expertise. Include names, addresses, email addresses and telephone numbers of contacts with listed clients.

The Technical proposal should detail the relevant experience of the firms (both Prime and subconsultants) and the Key Personnel to be assigned to this effort as it relates to the following:

- **a)** Managing and coordinating complex projects comprised of diverse tasks.

- **b)** Computer-assisted control of traffic. This discussion should reference experience in day-to-day traffic system operation, including administration and direction; technical assistance in resolving problems involving system and/or field hardware and software; and the inspection of traffic control devices and maintenance of and/or repair of traffic control and ITS devices.

- **c)** Coordinating the management of traffic with other entities - emergency responders, law enforcement, TRANSCOM, other NYSDOT Regions/TMCs and the media.

- **d)** The writing and revision of technical manuals, and equipment/supplies record keeping, inventory and issue tracking.

- **e)** Managing Transportation Management Center Operations Contracts. The proposal should include a listing of TMCs for which the proposing firm has been the Prime operational consultant for any or all of the past five years. A listing of TMCs and relevant work experience and titles of proposed staff should be included. Proposing firms should include experience reacting to day-to-day routine situations as well as experience reacting to emergency situations (weather or otherwise).
f) Providing human resources, managerial and administrative support to off-site, 24/7/365 Operations personnel. Including depth of firm’s ability to provide “in-house” operational and technical support services to Operations Managers and Systems Analyst/Administrators.

g) The 13 Contract job titles to be included in a proposing firm’s proposal and the subsequent agreement are (positions considered KEY have been noted as such):
- Project Director (KEY)
- Operations Manager (KEY)
- Systems Analyst (KEY)
- System Administrator
- Field Technician
- Assistant Operations Manager (System Operator 4)
- Shift Supervisor (System Operator 3)
- Outreach/Communication Liaison (System Operator 3)
- Assistant Surface Transportation Controller (System Operator 3)
- Roadwork Coordinator (System Operator 2 or 3)
- System Operator 2
- System Operator 1
- Administrative Assistant

Individual resumes for all proposed Key Personnel are required. Resumes shall address the General Function, Organizational Relationships, and Desired Qualifications as described in Attachment 8, Contract Job Title Descriptions and Qualifications. Depth of staff qualifications must be as described in submitted resumes. Experience in TMC operations and support should be emphasized in the resume. Individual resumes are not to exceed 3 pages in length using letterhead size paper and a font size of no less than 12.

NOTE: Firms (Primes and subconsultants) that propose Key Staff who are not current employee(s) of the offering firm (Prime or subconsultant) at the time proposals are due for this RFP, must obtain written confirmation from each of those Key Staff persons that he/she will accept employment with the proposing firm should the offering team be selected for contract award. The written confirmation must further state that the Key Staff person will accept the reimbursement rate provided in the submitted Cost Proposal (no reference should be made to the specific dollar rate in the Part 1, Technical Proposal). These confirmation documents are to be submitted as an attachment to the Technical Proposal. Firms are encouraged to consider whether any staff person they are intending to propose are subject to any restrictions from accepting employment with that firm (i.e. non-competition clauses). As a point of clarification, NYSDOT may contact the proposing Prime Consultant/firm to produce the confirmation documentation.

NOTE: Experience provided (firm and/or Key personnel) that is not directly related or comparable to the RFP’s Scope of Services will not be evaluated.
NOTE: NYSDOT reserves the right to contact any and all references provided by the Proposing firm as well as any firms cited in the experience section of a proposal but not offered as a reference. Experience attestations may be confirmed in various ways (email, phone, etc.) using contact information provided in the proposal and/or as deemed necessary and appropriate by the Department of Transportation. New York State Department of Transportation experience may be considered whether offered or not. Again, NYSDOT reserves the right to request information from any source so named as well as seeking additional references should ones offered fail to verify attested experience. Previous, comparable work experience with NYSDOT is eligible and may be considered whether offered or not.

5. **Approach and Scope of Services**

Describe the proposing firm’s approach for implementing the Scope of Services as described in Sections II and III of this RFP. The firm’s approach to the items below must reflect acceptance of the Scope of Services of this RFP. The approach should NOT propose any tasks or work not identified in the RFP’s Scope of Services. Confirm in your discussion that the proposing firm accepts the RFP’s Scope of Services, as is. Firm should describe its approach for managing and delivering the contract’s 10 percent DBE goal, including the Commercial Useful Function (CUF) the DBE firm(s) will be providing.

Describe, in detail, the proposing firm’s plan for accomplishing the following:

a. Coordinating the overall effort to provide the required services outlined in Section III, Tasks 1 through 9, including managerial and administrative support, as well as remote human resources, in an effective and cost efficient manner.

If subcontracts or joint ventures are proposed, describe the need, indicate the arrangements, and detail how coordination will be achieved between parties including managing a team of staff bridging multiple firms while ensuring effective delivery (include in the discussion the approach for managing individuals holding the same title but from different firms with different personnel and payroll structures).

b. Recruiting, retaining, training and scheduling staff (assigning and substituting staff to assure adequate system coverage). Include in this discussion: how staff will be assigned to the various shifts; what provisions will be made for coverage during vacations, illnesses and other absences; the specific actions the firm will take to minimize personnel turnover (i.e. benefit packages, salary incentives, career development, etc); in the event of loss of staff, describe actions that will be taken to fill position(s) within 30 days of loss.

c. The coordination with other NYSDOT Regions, outside agencies, including but not limited to the NYS Thruway Authority, NYCDOT, TRANSCOM, law enforcement, and offices of emergency management, etc. Additionally,
interaction with firms and organizations engaged in gathering and disseminating traffic information, and the media should also be included.

NOTE: the proposed approach should not offer any tasks or work not identified in the RFP’s Scope of Services. If a firm chooses to offer an approach which proposes tasks or work not specifically identified in the RFP’s Scope of Services, only those RFP Scope of Service deviations which meet the RFP’s goals and objectives, and which address all Consultant personnel items specified in this RFP shall be evaluated. Any proposed value-added items which do not meet the RFP goals and objectives shall not be evaluated. Proposals which offer such value-added items that do not change the intent of the RFP may be discussed with the selected Consultant during contract negotiations and/or after the selected firm has commenced work on the project.

6. Organization and Staffing

Describe the organization of the proposing firm/team and proposed staffing plan to enable operating and managing the HVTMC. Provide an organizational chart for the project showing the names of the Key personnel that will be working on this effort and responsible for the scope of service functions/tasks. If offering an alternate approach to staffing (regarding the full-time/part-time status of positions), the proposing firm shall include the details of the alternate approach including the benefits to the State (as a reminder, do NOT include costing benefits in the Part I Technical and Management submission). Job titles and responsibilities should correspond to the Contract Job Titles and descriptions included throughout this RFP.

Consultant staff at the HVTMC shall be self sufficient and capable of dealing with various situations/scenarios. However, of interest is the ability and capacity of the proposing firm/team to provide “home office-based” operational and technical support services to the Operations Managers and Systems Analyst as needed.

NOTE: Offerors should be aware that as vacancies occur, the State may require the hiring of at least one trainee for a period of 24 months within the first three years of the contract. Offerors are NOT to include a trainee position in their cost proposal (Part II).

B. Part II: Cost and Contract Submittal

Part II of the proposal consists of two sections: (1) the Cost proposal section that sets forth the pricing offer (total budget of labor, overhead, fee/profit and DNSC) to perform the work in the Scope of Services during the contract’s base term period (2 years); and (2) the Contract section that specifies the proposer’s acceptance of the terms and conditions contained in the draft Contract enclosed as Attachment 1 to this RFP as well as several other administrative items.

NOTE: All proposals shall be based on a 24 hours a day, 7 days a week, 365 day a year operation of the HVTMC. The State reserves the option to reduce the number of hours of operation of the HVTMC in the future.
Each Cost and Contract proposal shall contain the following:

1. Cost Proposal

Proposed staff shall be assigned to one of the 13 contract job titles previously mentioned and provided below and repeated in Attachment 8 - Contract Job Title Descriptions and Qualifications. The Offeror shall only use the specified Contract Job Titles provided below in preparing its Cost Proposal:

HVTMC Contract Job Titles

- Project Director (KEY)
- Operations Manager (KEY)
- Systems Analyst (KEY)
- System Administrator
- Field Technician
- Assistant Operations Manager (System Operator 4)
- Shift Supervisor (System Operator 3)
- Outreach Communication Liaison (System Operator 3)
- Assistant Surface Transportation Controller (System Operator 3)
- Roadwork Coordinator (System Operator 2 or 3)
- System Operator 2
- System Operator 1
- Administrative Assistant

Each Cost Proposal must contain a labeled Cost Proposal Spreadsheet which includes the following worksheets: Salary Schedule, Staffing Schedule, Estimate of Direct Non-Salary Costs, and Summary of Costs. Each worksheet in the spreadsheet will include information for all firms on the proposed team, Prime plus each subconsultant. Attachment 9 includes directions for completion of the Cost Proposal Spreadsheet and all of the included worksheets.

The offering firm’s proposed Cost will be determined as a result of the entries (made by the proposing Prime firm/Offeror) in the above referenced Cost Proposal Spreadsheet/worksheets. Attachment 10 provides an example of the Cost Proposal Spreadsheet/worksheets and shall serve as a shell document to be used in submission of the proposed cost proposal.

During the negotiations phase of the procurement process, the selected Prime Consultant will provide NYSDOT with certified salary rosters for the persons (Prime and Subconsultant) being offered to provide services under the resulting contract. The roster will include the names of the participating staff, firm name, their Contract title and his/her actual hourly labor rate at the time the roster is submitted. Each roster will be certified by an officer of the firm as being accurate. Each member of the selected team, Prime consultant and all subconsultants, will be required to submit a certified salary
roster at the beginning of negotiations for the original award and any optional supplemental agreement. The Prime consultant will be responsible for the submission of certified salary information for all of the selected team members, for each year of the contract’s term.

a. Guidelines for Direct Salaries

The State will pay overtime as shown below:

Table 2 Overtime Categories

<table>
<thead>
<tr>
<th>Title</th>
<th>OT Payment Category*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td>A</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>B</td>
</tr>
<tr>
<td>Systems Analyst</td>
<td>B</td>
</tr>
<tr>
<td>Systems Administrator</td>
<td>C</td>
</tr>
<tr>
<td>Field Technician</td>
<td>C</td>
</tr>
<tr>
<td>Assistant Operations Manager (System Operator 4)</td>
<td>C</td>
</tr>
<tr>
<td>Shift Supervisor (System Operator 3)</td>
<td>C</td>
</tr>
<tr>
<td>Outreach Communications Liaison (System Operator 3)</td>
<td>C</td>
</tr>
<tr>
<td>Assistant Surface Transportation Controller (System Operator 3)</td>
<td>C</td>
</tr>
<tr>
<td>Roadwork Coordinator (System Operator 2 or 3)</td>
<td>C</td>
</tr>
<tr>
<td>System Operator 2</td>
<td>C</td>
</tr>
<tr>
<td>System Operator 1</td>
<td>C</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>B</td>
</tr>
</tbody>
</table>

NOTE: Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation or as required by law.

- Category A - No overtime compensation.
- Category B - Overtime compensated at straight time rate.
- Category C - Overtime compensated at straight time rate * 1.5.

For positions where an overtime premium is allowed, the overtime premium will be 50% of direct labor portion only and only paid after the employee has worked more than 40 hours during the calendar week. Holiday and other paid time off cannot be counted towards the 40 hour minimum. The State will only pay the straight time rate for all other Consultant Personnel, regardless of hours worked.

If the contract is extended for the optional extension years, all of the contract’s out-year labor rates are subject to the following rate adjustment rule: the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 1.5%, whichever is lower, subject to current market
conditions. NYSDOT reserves the right to request zero percent rate increases during the term of a contract with a firm under contract.

b. Guidelines for Direct Non-Salary Expenses

Any costs associated (including labor, travel, meals and lodging) with general continuing education, certification classes, or educational and professional activities are not reimbursable or chargeable to the project.

All estimates of direct non-salary expenses in the agreed-upon contract are subject to reasonable reimbursement by NYSDOT, NYS Procurement Guidelines, and review and prior approval by NYSDOT.

Travel, meals, and lodging reimbursements shall be limited to the maximum rates established by the State Comptroller at the time such expenses are incurred. The latest state and nationwide rates are available at the following Web site: http://www.gsa.gov/

For Cost proposal purposes, most direct-non salary costs associated with this project cannot be estimated at this time. Therefore, NYSDOT is directing proposing firms to NOT make any entries to the Direct Non-Salary Costs worksheet. For more information, refer to Attachment 9 Cost Proposal Spreadsheet Instructions.

c. Guidelines for Overhead Rates and Categories

Overhead rates will be fixed during the term of the contract (base and extension years). A lower overhead rate may be negotiated for the extension years.

Items for inclusion in a firm’s overhead (as indicated in this RFP) may include but are not limited to:

- Additional office space, utilities and services for Consultant personnel, if deemed necessary by Consultant and approved by the State;
- Fingerprint fees and other costs associated with background investigations;
- Verizon Cellular devices for on-site Operations Managers, System Analyst, System Administrator and Field Technicians;
- Secretarial services for typing correspondence, reports and records, etc. (typing not associated with the Administrative Assistant positions included in the staffing requirements of this RFP);
- Training costs; and,
- Items included in the draft terms and conditions (Attachment 1)

Overhead categories typically included in Transportation Management Center agreements (such as the one resulting from this solicitation) fall under the
designations: Office and Field. For the purposes of this solicitation, Office overhead is defined as overhead associated with a position located at and working out of the firm’s offices. Likewise, Field overhead is defined as overhead associated with a position located at the State’s site, in this case the HVTMC at 200 Bradhurst Avenue, Hawthorne, New York.

If a proposing firm would like to offer an alternate approach to its use of overhead, the approach along with definitions shall be explained in Part II of the firm’s proposal (the Cost proposal) along with the cost benefit that using such an approach would provide the State.

2. Contract Proposal Section

a. Acceptance of Terms and Conditions

The Prime consultant shall specifically indicate its acceptance of all Terms and Conditions of the draft Agreement contained in Attachment 1 of this Request for Proposals by completing and submitting with its proposal the “Consultant Information and Certifications Form,” included as Attachment 2 to this RFP. Altering Attachment 2 without the prior expressed written approval of the New York State Department of Transportation is prohibited and may lead to the proposal being deemed non-responsive and subsequently dismissed.

NOTE: No exceptions to any of the draft contract’s terms and conditions will be entertained by NYSDOT. Conditional offers or bids will be deemed non-responsive.

b. DBE Participation

In Part II of your firm’s proposal, provide the following: Complete and submit Attachment 6 DBE Participation Information. Provide the legal names of all firms proposed (Prime and Subconsultant).

For proposing firms whose DBE participation is less than the established contract goal of 10 percent OR where the Prime Consultant’s certified as a DBE and proposes to meet the Department’s participation contract goal via its own meaningful participation, the firm must also complete and submit Attachment 7 “DBE Participation Solicitation Log.” Submission of a DBE Goal Attainment Explanation Letter shall be required for proposals with either partial goal attainment or no goal attainment explaining why the firm was unable to meet the DBE goal (in full or if partially) which serves to substantiate the firm’s good faith efforts.

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 Consultant or via subcontract.

To reiterate, in situations where the Prime Consultant is certified as a DBE (thus meeting the contract’s goal) the Prime firm must still reach out and solicit certified DBE subconsultant firms. The Prime consultant is not relieved of the burden of reaching out to DBE subconsultants (using Attachment 7 to document all attempts made).

c. Modification Acknowledgement Forms

Included with any and all future Modifications to this RFP shall 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.

d. Procurement Lobbying Law Forms

All proposing firms should visit the “Business Center” Web page on NYSDOT’s website to read the NYSDOT Policy Summation for the Procurement Lobbying Law of 2005 at: https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions

Filing the two required 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) is mandatory for all Consultants in order to be considered for contract award. Copies of the two required forms are included with this RFP (see Attachment 3) and can be obtained electronically at:


NOTE: Failure to submit the required PLL forms with your proposal may result in elimination from consideration for contract award.

Use Contract Number C031179 wherever requested in the forms. Please call or e-mail the person identified as the contact in the Administrative Specifications section (Section VI) of this RFP if you have any questions regarding how to complete this required form.

Per the Procurement/Lobbying Law of 2005, any person who wishes to contact NYSDOT regarding this project during the restricted period (i.e. from advertisement through designation), may only contact the person noted in the cover letter to this solicitation.
e. Consultant Identification Number (CIN)

All respondents to this solicitation must reference their Consultant Identification Number (CIN) in their Part II proposal.

If a proposing firm does not have a CIN and it is selected for contract award, the firm will be required to obtain one through the following NYSDOT website prior to negotiation of the contract: “How to Register a New Consultant Firm with NYSDOT” at:


f. Consultant Disclosure Legislation

Go to OSC’s website (listed below) to become familiar with Consultant Employment Disclosure requirements, which went into effect June 19, 2006. The Consultant selected for this solicitation shall be required to complete “State Consultant Services – Contractor’s Planned Employment” Form A (Attachment 5) and submit when the contract is signed. For each contract year thereafter, the Consultant shall complete the “State Consultant Services Contractor’s Annual Employment Report” Form B (Attachment 5) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and NYSDOT on or before May 15th of each year the contract is in effect. This information may also be obtained from the OSC website via this link:

http://www.osc.state.ny.us/procurement/consultantdisclosure.doc
V. CRITERIA FOR EVALUATION OF PROPOSALS

A. General

Proposals shall be pre-screened to determine if they meet minimum RFP responsiveness (reference Section I. G.). Those which do shall be considered further; those which do not may be deemed non-responsive and may be removed from further consideration. It is NYSDOT’s sole discretionary determination as to whether a proposal is complete.

NYSDOT will evaluate proposals using a Best Value Method of evaluation. The process will be based on the technical and cost criteria described below. Technical considerations are of greater importance than pricing considerations; however, price is a significant factor in the Department’s evaluation of proposals. Technical proposals will be scored based on the information provided under Section IV. A. Part I: Technical and Management Submittal in accordance with the pre-established criteria listed in Section C. below. The cost portion of Part II: Cost and Contract Submittal will be point scored in accordance with the pre-established criteria listed in Section D. below.

The Technical and Management proposal evaluation will be accomplished by subject matter experts/representative committee comprised of technical, program and management personnel as determined by NYSDOT. Committee members will score each Technical proposal (Part I) individually and then meet as a group to discuss their findings. Evaluators will be allowed to revise scores on the basis of the committee discussions. A short-list of proposing firms will be established based upon the committee’s scores following these discussions. Only proposals determined to be susceptible for contract award (short-listed) will be considered further and have their cost proposal included in the selection process. Firms susceptible for contract award shall be those whose proposal receives a minimum raw technical score of 49.00 points or higher (out of the 70 points available) after discussions by the Evaluation Committee. Proposals with raw technical scores lower than 49.00 are considered not susceptible for contract award and will not be considered further in the evaluation process. The short-list of firms will be posted on NYSDOT’s website.

Proposing firms may be requested to clarify issues or to provide additional insights into their proposal through written clarifications. If written clarifications are required to complete the evaluation of technical proposals (Part I), evaluators will be allowed to revise their technical scores based on this additional information. NYSDOT reserves the right to ask clarifying questions regarding each cost proposal (Part II) and DBE participation as well.

NYSDOT may request best and final offers (BAFOs) from firms that are determined to be susceptible for contract award. Firms should not be led to anticipate the opportunity or requirement of a BAFO in all procurements. NYSDOT reserves the right to utilize the BAFO option on a case by case basis.
NYSDOT shall award a contract based on the highest total score after considering all technical and cost/price evaluation factors.

**Note**: In the event two or more proposals are found to be “substantially equivalent”, the Department 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 Department’s designation(s) will be posted on NYSDOT’s website at https://www.dot.ny.gov/business. Once the link has been accessed, click on “Consulting Services” then “Opportunities” and then click on the project line which represents “C031179.” All non-selected proposing firms shall be notified in writing regarding the results of this solicitation and shall be offered a debriefing. It is expressly understood that this Request for Proposals does not commit the Department 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. Furthermore, the Department shall have no obligation or liability whatsoever to the vendor selected as a result of this solicitation unless and until a contract satisfactory to the Department is approved and executed by the vendor and all necessary State officials.

**B. Pre-Screening of Proposals, Including DBE Participation**

NYSDOT will conduct a pre-screening of each proposal to ensure all contents have been submitted in accordance with the minimum proposal responsiveness requirements as specified in the RFP. It is NYSDOT’s sole discretionary determination as to whether a proposal is complete (reference Sections I. G. and V.A.). Proposals which do not meet the mandatory specifications in the Minimum RFP Responsiveness section may be deemed non-responsive. All proposals deemed non-responsive by NYSDOT shall not be considered further.

As part of the pre-screening process, the proposed DBE contract level participation percentages offered for NYSUCP certified DBE subconsultants will be reviewed (Attachment 6 DBE Participation Information).

Refer to Section I.H. of this RFP for guidance regarding the offering of DBE participation. For this solicitation, NYSDOT has established a DBE contract participation goal of 10 percent.

To count toward the contract DBE participation goal, each DBE firm offered must be currently listed in the NYSUCP directory of certified Disadvantaged Business Enterprises (http://biznet.nysucp.net/). If the proposed DBE participation is less than the established 10 percent goal, then the firm’s evidence of Good Faith Efforts (Attachment 7 DBE Participation Solicitation Log) to achieve participation in the goal will be reviewed, along with the firm’s letter of explanation as to why it was unable to meet the goal either fully or if only partially.

Attachment 7 also includes instructions for completing the DBE Participation Solicitation Log and Guidance Concerning Good Faith Efforts. The Guidance Concerning Good Faith Efforts provides information describing actions a firm should
take to demonstrate its good faith efforts. If it is determined by the Department during the review process, which will include verification of a proposing firm’s good faith effort evidence, that the firm did not provide acceptable good faith efforts, the proposal may be deemed non-responsive. Proposals deemed to be non-responsive will be removed from further consideration.

C. **Technical and Management (Up to 70 Points)**

The Offeror shall provide a detailed response that describes how they will meet each requirement in Sections II and III of the RFP.

Proposers shall begin this section by reiterating that the firm accepts the scope of services advertised in this RFP.

The Technical and Management proposal will be point scored and will represent up to 70 percent of the total Best Value score for the proposal. The proposal with the highest final raw technical score will receive a perfected score of 70 points. Other technically acceptable offers, will have their lower technical score also perfected and will receive a proportionately lower final technical score.

The major evaluation criteria are listed below in descending order of importance. Sub-criteria within major evaluation factors are also in descending order of importance.

1. **Experience of the Firm and Key Personnel (up to 35 points)**

   **NOTE:** Experience offered which is not directly related to the Scope of Services shall not be evaluated. **Any provided, obtained and relevant references may be used in the evaluation of a firm/team’s experience as well as Key Personnel experience.** As included in Section IV of this RFP “NYSDOT reserves the right to contact any and all references provided in the Proposal as well as any firms cited in the experience section of a proposal but not offered as a reference.” New York State Department of Transportation experience may be considered whether offered or not. NYSDOT reserves the right to request information from any source so named as well as seeking additional references should ones offered fail to verify attested experience.

   a. Overall quality, extent and relevance of experience of the firm and Key Personnel during the past five years related to managing transportation management center contracts – including day-to-day operations and emergency situations -24 hours a day, seven days a week, 365 days a year – and the quality, extent, relevance of firm and Key Personnel experience managing and coordinating complex projects comprised of diverse tasks. (up to 10 Points)

   b. Quality, extent and relevance of experience operating computer assisted traffic management systems including administration and direction; technical assistance in resolving problems with system software and field hardware; and field inspection of traffic control devices and maintenance of and/or repair of traffic control devices. (up to 10 points)
c. Quality, extent and relevance of experience of the firm and Key Personnel in coordinating the management of traffic with other entities and the media. (up to 5 points)

d. Quality of experience of the firm in providing human resources, managerial and administrative support to Consultant personnel located at the HVTMC, including support to personnel who work evenings, overnights, and weekends as well as the quality of the experience of the firm in the writing and revision of technical manuals, in equipment/supplies record keeping, inventory and issue tracking. (up to 5 Points)

e. Quality of experience of the firm in providing adequate coverage during all times and adequate training to all Consultant personnel. (up to 5 Points)

2. **Approach and Scope of Services (up to 25 Points)**

**NOTE:** A firm shall only be evaluated based upon the offered tasks/work proposed in the Consultant’s scope of services and requested in the RFP. Additional services or value-added work shall not be evaluated; any non-scope optional work items may be discussed with the selected Consultant after contract execution.

a. Degree to which the proposed approach for implementing the scope of services reflects understanding of the project scope, objectives, and managerial/administrative support needed including provision for quality remote human resources/capacity of firm and ability to provide “home office-based” operational and technical support services to Consultant personnel needed to ensure the effective, cost-efficient and uninterrupted operation of the HVTMC – approach should include a plan for staff who work non-traditional hours (evenings, nights and weekends) and when “home office” support is generally not on duty. If subcontracts or joint ventures are proposed, degree to which the proposed approach and coordination between firm team members and Consultant personnel are adequately addressed and meet the needs of the Department as included in the RFP. **NOTE:** Work associated with contract administration and management, personnel administrative and human resources support is not to be performed by the on-site Task 1 person. (up to 10 Points)

b. The quality and reasonableness of plan for recruiting, retaining and training Consultant personnel; the quality and reasonableness of the plan to determine/implement shift assignments to ensure adequate system coverage; and the quality and reasonableness of the plan to provide coverage during vacations, illnesses and any absences and limit personnel turnover. (up to 10 Points)
3. **Organization and Staffing (up to 10 Points)**
   a. Reasonableness of structure of organization and proposed staffing as they relate to carrying out tasks required by the Contract, including the proposed plan for the use and coordination of subconsultants, if any. (up to 5 Points)
   b. Reasonableness of staff/task allocations. (up to 5 Points)

4. **Cost and Contract (Up to 30 Points)**

   The Cost portion of the Cost and Contract Proposal will be point scored and will represent up to 30 percent of the total proposal score. The Cost score for each Cost Proposal will be based upon the Total Estimated Cost for the two year term as presented on Attachment 10, Exhibit E, Page 1, Summary of Costs (for the Prime) in the Offeror’s Cost Proposal Spreadsheet.

   Only Cost Proposals from proposing Prime firms/Offerors that have been short listed per Section V.A. of this RFP will be evaluated and scored.

   The Cost score for each short-listed offeror shall be calculated by comparing each derived two year **Total Estimated Cost, Attachment 10, Exhibit E**, of each proposal to determine which is the lowest. The Offeror with the lowest derived two year Total Estimated Cost will receive a perfected cost score of 30 points. All other offerors will receive proportionately lower perfected cost scores based upon their derived two year Total Estimated Cost proposal against the lowest derived two year Total Estimated Cost proposal.
IV. ADMINISTRATIVE SPECIFICATIONS

A. Proposal Submission

1. The proposal shall be signed by an official authorized to bind the Offeror.

2. Proposers shall submit six (6) hard copies and one (1) electronic copy on CD of Part I and three (3) hard copies of Part II along with one (1) electronic copy on CD of Part II.

3. Your proposal must be received by NYSDOT by Noon on November 12, 2013. The proposal must be addressed to:

Director, Contract Management
NYS Department of Transportation
50 Wolf Road, 6th Floor
Albany, New York 12232
Attention: Ms. Patricia Rowe - Contract No. C031179 -
“Operation of the Hudson Valley Transportation Management Center (HVTMC) for NYSDOT”

B. State’s Rights to Proposals

All proposals, upon submission to NYSDOT shall become its property for use as deemed appropriate. By submitting a proposal, the Offeror 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 has the following prerogatives with regard to proposals submitted:

- to accept or reject any or all proposals;
- to correct any arithmetic errors in any or all proposals;
- to change the proposal’s due date upon appropriate notification;
- to eliminate any mandatory RFP specification unmet by all offerors in the evaluation of received proposals;
- to adopt any or all of a successful Offeror’s proposal;
- to negotiate modifications to the scope, cost and contract terms & conditions with the selected Offeror prior to contract award only if such is in the best interest of the State;
- to request clarification of any and all firms’ proposals;
- To disqualify an Offeror from receiving the award if such Offeror, or anyone in the Offeror’s employ, has previously failed to perform satisfactorily in connection with public bidding or contracts
- to revise/amend any provision of this RFP by written notification to all potentially interested firms, prior to proposal submission
To make inquiries, by means it may choose, into the Offeror’s background or statements made in the proposal to determine the truth and accuracy of all statements made therein

To select and award the contract to the Offeror whose proposal represents the best value to NYSDOT

To begin contract negotiations with the next highest best-value Offeror(s) responsive to this RFP (should NYSDOT determine that the negotiations with the selected Offeror will not result in a contract) without again requesting proposals

To begin contract negotiations with the next highest best-value Offeror(s) responsive to this RFP if NYSDOT terminates the awarded contract resulting from this RFP without again requesting proposals

To extend the terms and conditions as well as the contract’s scope and pricing terms as is of any contract entered into pursuant to contract award arising from this solicitation 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.

C. **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 selected offerors of contracts valued at $100,000 or more will be required to provide vendor responsibility information through the OSC website before negotiation of a contract. Offerors must certify the accuracy of the information they provide in the questionnaire. Firms should become familiar with this form by visiting the following website:

http://www.osc.state.ny.us/vendrep/index.htm

D. **Registration with NYSDOT**

Consultant firms entering into contracts with the New York State Department of Transportation (NYSDOT) as Prime consultants, joint venture partners or subconsultants are required to electronically register their firm using the Consultant Selection System web application (CSSWeb). All consultant firms entering into Non-Architectural/Non-Engineering 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 (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.

Consultant Firm Registration instructions are available at: https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/instructions_cssweb_firm.rtf


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

E. **Contractor Tax Certification**

Per Section 5-a of the NYS Tax Law, all vendors selected for contracts in excess of $100,000 for the sale of goods or services must complete and submit Forms ST-220-TD and ST-220-CA (Contractor Certifications) prior to negotiation of a contract with State agencies. 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 (Form ST-220-CA)
http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf (Form ST-220-TD)

F. **Inquiries and Information**

All questions concerning this solicitation must be directed only to:

Name: Ms. Patricia Rowe, Contract Management Specialist 1
Email: Patricia.Rowe@dot.ny.gov
Telephone: 518-485-5118
Fax: 518-457-8475

Or questions may be directed to the specified management as provided in Attachment 3 (PLL Compliance).

**The last date to submit questions for this solicitation is October 24, 2013. All inquiries should be addressed to:**

Director, Contract Management
NYS Department of Transportation
50 Wolf Road, 6th Floor
Albany, New York 12232
**Attention: Ms. Patricia Rowe - Contract No. C031179**
Email: Patricia.Rowe@dot.ny.gov
Responses to all questions of a substantive nature, as well as copies of the questions, will be given to all consultant contractors being solicited.

G. Protest Procedure

The New York State Department of Transportation (NYSDOT) has established a protest procedure to be utilized when an interested party challenges a Non-Engineering consultant designation by NYSDOT. The complete procedure can be accessed via: [https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/misrep_protest.pdf](https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/misrep_protest.pdf)

H. Tentative Schedule of Key Events

NYSDOT will attempt to adhere to the following aggressive schedule with regard to this solicitation:

- **RFP Release Date:** October 10, 2013
- **Tour Date:** October 21, 2013
- **Question Submittal Deadline:** October 24, 2013
- **Proposals Due:** November 12, 2013
- **Proposal Evaluation Completion:** December 16, 2013
- **Recommendation & Designation Complete:** January 2, 2014
- **Contract Negotiations Complete:** January 30, 2014
- **Contract Award:** February 28, 2014
VII. ATTACHMENTS

1. Draft Contract including Appendix A, A-1, B, B-1 and C 58
2. Consultant Information & Certification Form 82
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4. Consultant’s Responsibility When Proposing Former NYSDOT Employees 88
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8. Contract Job Title Descriptions & Qualifications 99
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10. Cost Proposal Spreadsheet Shell Excel
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ATTACHMENT 1
Draft Contract

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
F.A. NO.: _______________ P.I.N.: _______________

COMPTROLLER'S CONTRACT NO. C031179

PROJECT: OPERATION OF THE HUDSON VALLEY TRANSPORTATION MANAGEMENT CENTER (HVTMC) FOR NYSDOT

This Agreement made this ___________ day of __________________, 201__ pursuant to Section 14 of the Transportation Law, by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as the “STATE”) acting by and through the New York State Department of Transportation (hereinafter referred to as "STATE" or "DEPARTMENT") whose Main Office is located at 50 Wolf Road in the County of Albany, State of New York 12232, and

CONSULTANT FIRM NAME
CONSULTANT FIRM ADDRESS
(hereinafter referred to as “CONSULTANT”)

WITNESSETH:

WHEREAS, the STATE desires the CONSULTANT because of its ability and reputation, to perform the services hereinafter mentioned upon the PROJECT which is fully described in SCHEDULE A and the CONSULTANT agrees to provide these services.

NOW, THEREFORE, the parties hereto, for the consideration hereinafter named, do agree as follows:

ARTICLE 1. PERFORMANCE OF WORK.

Subject to the provision of ARTICLE 14 hereof, the CONSULTANT shall perform all of the work described in SCHEDULE A generally in accordance with the CONSULTANT'S PROPOSAL and cause such work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this CONTRACT. The CONSULTANT shall perform the work in accordance with professional standards and with the diligence and skill expected of a company with extensive experience in the performance of work of the type described in SCHEDULE A. The CONSULTANT shall furnish such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this AGREEMENT. It is understood and agreed that ____________________________ shall serve as the CONSULTANT's Project Director and as such shall have the responsibility for the overall supervision and conduct of the work on behalf of the CONSULTANT and that the persons described in SCHEDULE A shall serve in the capacities
described therein. Any change of project personnel by the CONSULTANT shall be subject to the prior written approval of the STATE. The STATE reserves the option to extend the terms and conditions of this CONTRACT to any other state agency in New York subject to the approval, of all necessary state officials.

The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the STATE.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT.

The contract documents shall be deemed to include this AGREEMENT, the provisions required by state and federal law to be inserted in the AGREEMENT as set forth in APPENDIX A, APPENDIX A-1, APPENDIX B, APPENDIX B-1, APPENDIX C, SCHEDULE A (including EXHIBITS), SCHEDULE B (including EXHIBITS), the STATE’s Request for Proposals (RFP), and the CONSULTANT’s Proposal.

ARTICLE 3. INSPECTION.

The duly authorized representatives of the STATE, and on Federally aided projects, representatives of the Federal Highway Administration, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 4. TERM OF THE AGREEMENT.

The CONSULTANT agrees that the base term of the AGREEMENT shall be 24 months from __________ to ______________. Additionally, this AGREEMENT may be extended for up to three (3) 12 month periods based on need and performance as determined by the STATE and approved by the Office of the State Comptroller. Further, this AGREEMENT may be extended for such additional periods as are agreed to by the STATE and approved by the Office of the State Comptroller and within available funds.

ARTICLE 5. MAXIMUM AMOUNT.

Item I The maximum aggregate amount payable by the State to the CONSULTANT hereunder for the performance and completion of the work is $______ unless increased by a supplemental agreement. It is understood and agreed that the STATE will only reimburse the CONSULTANT for approved costs incurred in the performance of authorized project assignments.

Item II The CONSULTANT specifically agrees that the AGREEMENT shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond the monies available for the purpose.
ARTICLE 6. PROVISION FOR PAYMENT.

The STATE shall pay to the CONSULTANT, and the CONSULTANT agrees to accept as full compensation for his services under this agreement:

Item IA - Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this Project on a full-time basis for all or part of the term of this AGREEMENT, plus properly allocable partial salaries of all persons working part-time on this Project, not to exceed the maximum allowable hourly rates of pay defined in SCHEDULE ___, EXHIBIT ___ of this AGREEMENT, all subject to audit. Premium portion of overtime in accordance with the terms of this AGREEMENT shall be charged under Item IB.

If, within the term of the AGREEMENT stated herein, any direct salary rates are paid in excess of the maximums shown in EXHIBIT ___, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT.

The STATE reserves the right to amend the maximum allowable hourly rates during the term of this agreement including any extensions of the original contract term.

Item IB - Actual overtime premium portion of Direct Technical Salaries, all subject to audit.

Item II - Actual Direct Non-Salary Costs incurred in fulfilling the terms of this AGREEMENT are subject to audit. Such costs may include, but are not necessarily limited to those items shown in EXHIBIT ___. Such cost, whether shown or not shown in EXHIBIT ___, shall be acceptable only if properly supported by the CONSULTANT’s accounting system in accordance with Federal Acquisition Regulations and State Policy and guidelines, and properly approved in monthly progress payments by the State’s representative. All reimbursement for travel, meals, and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the prevailing maximum rates established by the State Comptroller.

Items purchased under this AGREEMENT shall become the property of the STATE, or at the option of the STATE, appropriate value shall be established as a credit to the STATE.

Item III - Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be fixed for the term of this AGREEMENT, unless changed by subsequent amendment to this agreement, and shall be ___ % (Office) and ___ % (Field) for AAAAAA (Prime) and ___% (Office) and ___% (Field) for A-I A-I A-I A-I A-I (subconsultant).

For monthly billing purposes, the fixed overhead percentages shall be applied to the charges made under Item IA (Actual Direct Technical Salaries) of this ARTICLE to determine the overhead amount to be billed.

For the purpose of establishing the final payment for work completed under this AGREEMENT, the fixed overhead percentages in ITEM III above shall be applied, unless
changed by subsequent amendment to this agreement. Final audit is for the purpose of verifying that the fixed overhead rate identified above is the overhead rate actually billed for this AGREEMENT and shall not be used to support any change to the fixed overhead rate negotiated herein.

Item IV - Net Fee. A negotiated Net Fee shall equal $_______ for AAAAA (Prime), shall equal $_______ for A-1 A-1 A-1 A-1 A-1 (subconsultant).

This Net Fee is not subject to audit and is not subject to review or modification except as herein stated or unless there is a substantial change in the scope, complexity or character of the work to be performed.

In the event that contract expenditures are less than the full contract amount, the net fee, as a percentage of the sum of the Final Audited Direct and Overhead Costs, may be adjusted but in no case shall net fee exceed 10% in the original contract and all supplemental agreements thereto.

A Summary of the estimated costs under Items I, II and III, and the Net Fee is attached and listed as EXHIBIT ___.

ITEM V – The Maximum Amount Payable under this Agreement including Net Fee, shall be $__________ as shown in EXHIBIT __, unless there is a substantial change in the scope, complexity, or character of the work performed.

ITEM VI – The CONSULTANT specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond the monies available for the purpose.

ITEM VII – The number of months of training provided under special provision 11, outlined in Appendix C, Special Equal Employment Opportunity Provisions is zero (0) months.

ARTICLE 7. CONTRACT PAYMENT.

The CONSULTANT shall provide complete and accurate billing invoices to the STATE in order to receive payment. Billing invoices submitted to the STATE must contain all information and supporting documentation required by the Contract, the STATE and the State Comptroller. Payment for invoices submitted by the CONSULTANT shall only be rendered electronically unless payment by paper check is expressly authorized by the New York State Department of Transportation Commissioner (hereinafter referred to as “COMMISSIONER”), in the COMMISSIONER’S sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONSULTANT shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. CONSULTANT acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the COMMISSIONER has expressly authorized payment by paper check as set forth above.
ARTICLE 8. PARTIAL PAYMENTS.

The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the period in accordance with ARTICLE 6 of this AGREEMENT. Bills are subject to the approval of the State's Project Manager, or their successor as identified by the STATE. Payments shall not be withheld unreasonably.

The CONSULTANT shall inform the STATE and all Subcontractors and Subconsultants of the Consultants schedule for submitting monthly vouchers to the STATE, said schedule shall be strictly adhered to by the CONSULTANT.

All Subcontractor and Subconsultant vouchers received by the CONSULTANT at least ten (10) calendar days prior to a scheduled billing, shall be included in that billing, even if the CONSULTANT does not have other costs to be billed for that period. The CONSULTANT shall inform the Subcontractor or Subconsultant of the date the voucher was submitted to the STATE and the amount included for the Subcontractor or Subconsultant.

The CONSULTANT will not include any provisions in their subcontracts that would circumvent the intent of 49 CFR 26.29 to require the CONSULTANT to make partial payments to all Subcontractors and Subconsultants within ten (10) calendar days of receipt of payment from the STATE.

Accounts of the CONSULTANT shall clearly identify the costs of the work performed under this AGREEMENT and shall be subject to periodic and final audit by the STATE and, on Federally aided Projects, by the Federal Highway Administration. Such audit shall not be a condition of partial payment.

ARTICLE 9. FINAL PAYMENT.

a) Section 179 of the State Finance Law requires the STATE to make final payment within thirty (30) calendar days after receipt of an invoice which is properly prepared and submitted. The STATE in accordance with the provisions of the State Finance Law has determined that the STATE will require a 60 calendar day audit period for final payments at which time the 30 calendar day interest-free period will commence. The CONSULTANT is required to make final payment to all Subcontractors and Subconsultants within ten (10) calendar days of receipt of final payment from the STATE.

The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the STATE from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided in ARTICLE 9(b).

b) The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and make such materials available at its office at all reasonable times during the period of this Agreement and for the period of time specified in Clause No. 10, "Records” of APPENDIX A, for inspection by the STATE, Federal Highway
Administration, or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

ARTICLE 10. EXTRA WORK.

a) If the CONSULTANT believes that any work is or may be beyond the scope of the Agreement (extra work), or that additional work is necessary, the CONSULTANT shall notify the STATE, in writing, of this fact prior to beginning any of the work. The notification shall include all information required by the Department. The STATE shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. No extra or additional work shall be started prior to written authorization from the STATE. The STATE shall be under no obligation to reimburse the CONSULTANT for any extra or additional work performed without the prescribed notification and authorization. The STATE will not allow fixed fee for any extra work undertaken without prescribed notification and authorization. In the event that the STATE determines that such work does constitute extra work, the STATE shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the STATE to the CONSULTANT for execution after approvals have been obtained from necessary State officials and if required, from the Federal Highway Administration.

b) In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the STATE all assistance required by the STATE. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this AGREEMENT for the additional services above described, the STATE’s directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 11. CONSULTANT LIABILITY.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and save harmless the State, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, from suits, claims, actions, damages and costs, of every name and description arising from the work under its contract during its prosecution and until the final acceptance thereof. The CONSULTANT and any assigns, heirs, or successors in interest shall also indemnify and save harmless, to the fullest extent permitted by law, the consultant inspecting engineer or inspector working for the State relative to the project from suits, claims, actions, damages and costs involving personal injury and property damage arising from the CONSULTANT’s work under the contract during its prosecution and until the final acceptance thereof. The State may retain such monies from the amount due the CONSULTANT as may be necessary to satisfy any claim for damages recovered against the State, any municipality in which the work is being performed, and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work or consultant inspecting engineers or inspectors working for the State relative to the project. The CONSULTANT’s obligation under this paragraph shall not be deemed waived by the failure of the State to retain the whole or any part of such monies due the CONSULTANT, nor where such suit, action, damages and/or costs have not been resolved or determined prior to release of any monies to the CONSULTANT under the contract, nor shall
such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the CONSULTANT, SUBCONSULTANT or the State, any municipality in which the work is being performed, and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work, or any consultants working for the State.

The CONSULTANT has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the parties specified in this Section. This obligation shall include the cost of attorneys’ fees, disbursements, costs and other expenses incurred in connection with such action or proceeding. Such obligation does not extend to those suits, actions, damages and costs of every name that arise out of the sole negligence of the State, any municipality in which the work is being performed, and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the contract work, or any consultants working for the State, their agents or employees, relative to the construction, alteration, or repair or maintenance of a building, highway or structure and appurtenances and appliances thereof including moving, demolition and excavating connected therewith.

ARTICLE 12. INSURANCE.

The CONSULTANT shall procure, at its own sole cost and expense, and shall maintain in force at all times during the term of this contract including any extensions or renewals until Contract Final Acceptance, the policies of insurance covering all operations under the contract whether performed by it or its subconsultants as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York and that have an A.M. Best Company rating of A minus or better or approved by the Department. The Department may, at its sole discretion, permit the placement of policies with a non-authorized carrier or carriers upon request by the CONSULTANT accompanied by the documentation required by 11 NYCRR §27.0 et seq.; provided that nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances. The CONSULTANT shall deliver to the Department evidence of such policies as the Department deems necessary to verify that the required insurance is in effect.

A. Conditions Applicable to Insurance. All policies of insurance required by this agreement must meet the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the CONSULTANT are specified in subsection “B,” below. Insurance shall apply separately on a per-job or per-project basis.

2. Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by the Department, policies must be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.
3. **Certificates of Insurance/Notices.** CONSULTANT shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commissioner, before commencing any work under this contract. Certificates or transmittal correspondence shall reference the NYSDOT Contract C Number. Certificates shall be mailed to:

   Contract Management  
   New York State Department of Transportation  
   50 Wolf Rd.  
   Albany, NY 12232

Unless otherwise agreed, policies shall be written so as to require that the policy will not be (i) canceled, (ii) materially changed or (iii) permitted to expire or lapse for any reason except upon thirty (30) days’ prior written notice to the Department by Certified Mail, return receipt requested at the stated address. In addition, if required by the Department, the CONSULTANT shall deliver to the Department within Forty-Five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete. Certificates of Insurance shall:

a. Be in the form provided by the Department (C218 or successor) unless the Department specifically approves a different form. The ACORD forms of Certificate of Insurance are not acceptable.

b. Be signed by an authorized representative of the insurance carrier or producer and be acknowledged before a notary public.

c. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.

d. Specify the Additional Insureds and Named Insureds as required herein.

e. Refer to this Contract by number on the face of the certificate, and

f. Expressly reference the inclusion of all required endorsements.

g. If at any time during the term of this contract, it shall come to the attention of the Department that required insurance is not in effect or that adequate proof of insurance has not been provided, the Department may, at its option:
   (1) Direct the CONSULTANT to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or
   (2) May withhold further contract payments in accordance with Article 8, or
   (3) Treat such failure as a breach or default of the contract.

4. **Additional Insureds.** All insurance policies required, by these specifications except workers’ compensation and professional liability shall be endorsed to provide coverage to “The State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, and their agents or employees” with respect to any claim arising from the CONSULTANT’s work under this contract or as a result of the CONSULTANT’s activities. The endorsement shall be effected by endorsement of the applicable policy using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a form (or forms) that provides equivalent coverage.
5. **Primary Coverage.** All insurance policies, excepting workers’ compensation, shall provide that the required coverage shall be primary as to any other insurance that may be available to the Department for any claim arising from the CONSULTANT’s work under this contract, or as a result of the CONSULTANT’s activities.

6. **Waiver of Subrogation.** As to every type and form of insurance coverage required from the CONSULTANT, there shall be no right of subrogation against the State of New York/New York State Department of Transportation, its agents or employees. To the extent that any of CONSULTANT’s policies of insurance prohibit such a waiver of subrogation, CONSULTANT shall secure the necessary permission to make this waiver.

7. **Policy Renewal/Expiration.** At least thirty (30) days prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Department than the expiring policies shall be delivered to the Department in the manner required for service of notice in subdivision (A)(3) above.

8. **Self-Insured Retention/Deductibles.** Consultants utilizing self-insurance programs are required to provide a description of the program for Department approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. Except as may be specifically provided in the Contract Documents of a particular project, CONSULTANT-administered insurance deductible shall be limited to the amount of the bid deposit or $100,000, whichever is less. Security is not required if it is otherwise provided to an administrator for an approved risk management program. The Department will not accept a self-insured retention program without security being posted to assure payment of both the self-insured retention limit and the cost of adjusting claims. The CONSULTANT shall be solely responsible for all claim expense and loss payments within any permitted deductible or self-insured retention. If the CONSULTANT’s deductible in a self-administered program exceeds the amount of the bid deposit, the CONSULTANT shall furnish an irrevocable Letter of Credit as collateral to guarantee its obligations. Such Letter of Credit or other collateral as may be approved by Department must be issued by a guarantor or surety with an AM Best Company rating of “A minus” or higher. If, at any time during the term of this agreement, the Department, in its sole discretion, determines that the CONSULTANT is not paying its deductible, it may require the CONSULTANT to collateralize all or any part of the deductible or self-insured retention on any or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the CONSULTANT.

9. **Waiver of Indemnities.** The CONSULTANT waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss that is covered by a policy of
insurance that is required by this contract. The CONSULTANT waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss, whether or not such loss is insured.

10. **Subconsultant’s Insurance.** In the event that any portion of the work described in this contract is performed by an approved subcontractor, the insurance requirements of this Article shall be incorporated into the subconsultant agreement. Subcontractor insurance requirements shall include the requirements for Workers’ Compensation, Commercial General Liability, and, if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subconsultants. CONSULTANT shall require that Certificates of Insurance, meeting the requirements of the Department are provided to the Department documenting the insurance coverage for each and every subconsultant employed by them to do work under this contract.

**B. Insurance Requirements.** The types of insurance and minimum policy limits shall be as follows:

1. **Workers’ Compensation and Disability Insurance.** As required by State Finance Law §142, CONSULTANT shall maintain in force workers’ compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of CONSULTANT’s employees. CONSULTANT shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.

2. **Commercial General Liability Insurance.** CONSULTANT shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of CONSULTANT. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of not less than $1,000,000.00 per occurrence and not less than $2,000,000.00 aggregate. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:

   (1) Coverage for liability contractually assumed by the CONSULTANT.
   (2) All insurance policies required by these specifications except workers’ compensation and professional liability shall be endorsed to provide coverage to “the State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work,” using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms providing equivalent coverage.
3. **Commercial Automobile Insurance including liability and required coverage for New York** *(applicable to any project where automobiles or other vehicles will be employed to complete the work).* In the event that automobiles are used in connection with CONSULTANT’s business or operations with the Department, CONSULTANT shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of CONSULTANT’s automobiles (including owned, hired and non-owned vehicles) on and around the project. This should be ISO form CA 00 01 10 01, CA 00 01 01 87 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than $1,000,000.00 each accident.

4. **Umbrella or Excess Liability Insurance.** The Contractor shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing equivalent coverage. In the event that umbrella coverage is unavailable, equivalent excess coverage may be substituted. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide a total of not less than $5,000,000.00 per occurrence/aggregate.

5. **Consultant’s Risks.** The CONSULTANT shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as gross earnings, extra expense, or similar coverage, (b) personal property, and/or (c) automobile physical damage and/or theft. In no event shall the Department be liable for any damage to, or loss of, personal property, or damage to, or loss of, an automobile that is covered by a policy of insurance that is required by this agreement, even if such loss is caused by the negligence of the Department.

**ARTICLE 13. INTERCHANGE OF DATA.**

All technical data in regard to the PROJECT existing in the office of the STATE or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

**ARTICLE 14. DISPOSITION OF DATA.**

At the time of completion of the work, the CONSULTANT shall make available to the STATE all documents and data pertaining to the work or to the PROJECT which materials at all times shall be the property of the STATE. It is agreed that the CONSULTANT may maintain copies of all documents and data. Or in the event that this Agreement is terminated for any
reason, then, within ten (10) days after such termination, the CONSULTANT shall make available to the STATE the aforementioned data and material.

ARTICLE 15. DAMAGES AND DELAYS.

The CONSULTANT agrees that no charges or claim for damages shall be made by them for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this AGREEMENT. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the STATE may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the STATE of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising its rights under ARTICLE 9 of this AGREEMENT.

ARTICLE 16. NOTICE OF BANKRUPTCY, VENUE, AUDITS.

If, prior to final audit, CONSULTANT files for relief pursuant to Title 11 of the United States Code under the Bankruptcy Laws or a successor statute, this contract shall be treated as an executory contract under 11 USC §365 of the Bankruptcy Laws or successor statute, and subject to assumption or rejection by the debtor within the time permitted by law.

The CONSULTANT must immediately send written notice to Contract Management of the New York State Department of Transportation at its main office in Albany and send all relevant pleading of the voluntary or involuntary filing of a Bankruptcy proceeding by the CONSULTANT, its subsidiary, its principals and officers or a related entity whether or not the CONSULTANT believes that any debt is owed to the State by final audit or otherwise.

The determination of any rights under this contract shall be adjudicated in a State or Federal Court with jurisdiction over the matter, and venue for the determination of such rights shall be in Albany, New York.

The CONSULTANT agrees that the automatic stay under 11 USC §362 or a successor statute shall be deemed inapplicable or that this agreement shall constitute consent to the lifting of the stay with respect to the State's performance of or completion of any audit pursuant to the terms of this contract.

ARTICLE 17. TERMINATION.

The STATE shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

(a) If a termination is brought about for the convenience of the STATE and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the actual work performed by the CONSULTANT prior to termination including, but not limited to, the number of hours and other authorized costs audited in accordance with the terms of the AGREEMENT.
(b) If the termination is brought about as a result of the unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the STATE.

c) The STATE reserves the right to terminate this contract in the event it is found that the certification filed by the CONSULTANT in accordance with the requirements contained in State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONSULTANT in accordance with the written notification terms of the contract.

ARTICLE 18. DEATH OR DISABILITY OF THE CONSULTANT.

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall devolve upon the survivors of them, who shall be obligated to perform the services required under this AGREEMENT, and the STATE shall make all payments due to them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within (60) days to the STATE or their duly authorized representative. In case of the failure of the CONSULTANT'S successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the STATE for any damages it may sustain by reason thereof. Upon the delivery of all such data to the STATE, the STATE will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 19. CODE OF ETHICS.

The CONSULTANT specifically agrees that this AGREEMENT may be canceled or terminated if any work under this AGREEMENT is in conflict with the provisions of Section 74 of the New York State Public Officer's Law, as amended, establishing a Code of Ethics for State officers and employees.

The CONSULTANT shall not engage, on a full or part-time or other basis any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the Federal Highway Administration or the highway organizations of any public employer, except regularly retired employees, without the consent of the public employer of such person.

ARTICLE 20. INDEPENDENT CONTRACTOR.

The CONSULTANT, in accordance with their status as an independent contractor, covenants and agrees that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the STATE by reason hereof, and that they will not, be reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE, including but not
limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 21. COVENANT AGAINST CONTINGENT FEES.

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT, and that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 22. TRANSFER OF AGREEMENT.

The CONSULTANT specifically agrees, as required by the State Finance Law, Section 138, that they are prohibited by law from assigning, transferring, conveying, subletting or otherwise disposing of the AGREEMENT or of their right, title or interest therein, or their power to execute such AGREEMENT, to any other person, company or corporation, without the previous consent in writing of the STATE.

If this provision of the law be violated, the STATE shall revoke and annul the AGREEMENT and the STATE shall be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet or otherwise dispose of the AGREEMENT, and such transferee shall forfeit and lose all moneys therefore assigned under said AGREEMENT, except so much as may be required to pay his employees.

ARTICLE 23. PROPRIETARY RIGHTS.

The CONSULTANT agrees that if copyrights, patentable discoveries or inventions or rights in data should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York an irrevocable, nonexclusive, nontransferable, paid-up license to reproduce, publish, make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27, and other applicable Federal laws, rules and regulations.

ARTICLE 24. SUBCONTRACTORS/SUBCONSULTANTS.

All subcontractors and subconsultants performing work on this project shall be bound by the same required contract provisions as the Prime consultant. All agreements between the Prime consultant and a subcontractor or subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the State.
ARTICLE 25. ORDER OF PRECEDENCE.

In the event of any inconsistency between or among the provisions and contents of this AGREEMENT, it is agreed that such inconsistency shall be resolved in the following descending order of precedence:

1. The provisions required by state and federal law to be inserted in the AGREEMENT as set forth in APPENDIX A, APPENDIX A-1, APPENDIX B, APPENDIX B-1 and APPENDIX C;
2. This AGREEMENT, including Signature Page, Notary Page and Exhibits;
3. SCHEDULE A (including Exhibits);
4. SCHEDULE B (including Exhibits);
5. The STATE’s Request for Proposals; and
6. The CONSULTANT’s Proposal.


The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS – No exceptions.

ARTICLE 27. CERTIFICATION FOR FEDERAL-AID CONTRACTS.

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 28. RESPONSIBILITY OF THE CONSULTANT.

(a) The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its services. However, the STATE may in certain circumstances, provide compensation for such work.

(b) Neither the STATE'S review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the STATE in accordance with applicable law for all damages to the STATE caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.

(c) The rights and remedies of the STATE provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the CONSULTANT is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the CONSULTANT and each of the others hereunder; and as such, each acts both as principal and agent of the CONSULTANT and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this agreement shall be jointly and severally liable to third parties,
including but not limited to the STATE, for the acts or omissions of the CONSULTANT or any other entity, partner or joint venturer hereunder.

(e) If the CONSULTANT is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

ARTICLE 29. SECURITY AND CONFIDENTIALITY OF INFORMATION.

Information received as part of this contract shall be considered Confidential Information. The CONSULTANT warrants that it will take the appropriate steps as to its personnel, agents, officers and any SUBCONTRACTOR/SUBCONSULTANTS regarding the obligations arising under this clause to insure such confidentiality. The CONSULTANT shall have written policies and/or business procedures in place which will protect Confidential Information from unauthorized disclosure, use, access, loss, alteration or destruction. The CONSULTANT may disclose to other parties, as authorized by the NYSDOT Project Manager, or as described in the scope of services, only the information necessary to perform services under this contract. However, the CONSULTANT shall in no circumstance, communicate with the public or news media without prior authorization from the States designee. Neither shall the CONSULTANT disclose information deemed confidential by the State nor shall the CONSULTANT disclose any other information obtained or developed in the performance of services under this agreement without the written authorization of the State. This warranty shall survive termination of this Contract.

CONSULTANT shall comply with the provisions of the New York State Information Security Breach and Notification Act, including General Business Law Section §889-aa and State Technology Law §208 as enacted by such Act or subsequently amended. In the event of an information security breach resulting in the unauthorized disclosure of personal information, CONSULTANT shall be liable for the costs associated with such breach if caused by CONSULTANT’s negligent or willful acts or omissions, or the negligent or willful acts or omissions of the CONSULTANT’s agents, officers, employees or SUBCONSULTANTS.

ARTICLE 30. VENDOR RESPONSIBILITY.

The Department of Transportation has undertaken an affirmative review of the proposed consultant’s responsibility in accordance with the applicable standards outlined in Comptroller’s Guide to Financial Operations, and based upon such review, reasonable assurance that the proposed contractor is responsible has been determined.

ARTICLE 31. CONSULTANT DISCLOSURE LEGISLATION.

In accordance with Chapter 10 of the Laws of 2006, the CONSULTANT shall complete the “State Consultant Services Contractor’s Annual Employment Report” (Form B, Attachment 5) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May15th of each year the contract is in effect. The CONSULTANT shall provide information regarding all employees providing service under
this contract, whether employed by the CONSULTANT or any subconsultant or subcontractor. Form B will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1st to March 31st). Annual employment reports should be submitted to the following three agencies. It is recommended, however, that consultants check the agency websites annually to confirm the addresses.

By mail:
NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, N. Y.  12236
Attn: Consultant Reporting

NYS Department of Civil Service
Alfred E. Smith Building
Albany, N. Y.  12239
Attn: Chapter 10 Counsel’s Office

NYS Department of Transportation:
Reports that are submitted to the NYS Department of Transportation must be submitted electronically, preferably as a Word, Excel or PDF file via email to: Timothy.Ameche@dot.ny.gov or his successor.

ARTICLE 32. NOTICES.

Item 1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
(a) via certified or registered United States mail, return receipt requested;
(b) by facsimile transmission;
(c) by personal delivery;
(d) by expedited delivery service; or
(e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation:

Contact Person’s Name:  William A. Howe, Contract #C031179
Title:  Director
Address:  NYSDOT Contract Management, 50 Wolf Rd, 6th Floor, Albany, NY  12232
Telephone Number:  518-457-2600
Facsimile Number:  518-457-2875
E-Mail Address:  Bill.Howe@dot.ny.gov
Item 2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

Item 3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

ARTICLE 33. TITLE VI ASSURANCE.

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter “FHWA”) Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT’s Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 34. 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 has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. This act may be viewed in its entirety at http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf. Pursuant to SFL § 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). The list may be found 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, Bidder/Contractor (or any assignee) certifies that, it will not utilize, on such Contract, any subcontractor that is identified on the prohibited entities list.

Additionally, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this 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 the New York State Department of Transportation (NYSDOT) receive information that a Bidder/Contractor (or any assignee) is in violation of the above-referenced certification, NYSDOT will offer the Bidder/Contractor (or any assignee) an opportunity to respond. If the Bidder/Contractor (or any assignee) fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, 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.

ARTICLE 35. RESPONSIBILITY PROVISIONS.

General Responsibility. The Consultant shall, at all times during the Agreement, remain responsible. The Consultant agrees, if requested by the Commissioner of NYSDOT or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Suspension or Work (for Non-Responsibility). The Commissioner of NYSDOT (or his or her designee), in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement at any time when he or she discovers information that calls into question the responsibility of the Consultant. In the event of such suspension, the Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Consultant shall comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of NYSDOT (or his or her designee) issues a written notice authorizing the resumption of performance under the Agreement.

Termination (for Non-Responsibility). Upon written notice to the Consultant, and a reasonable opportunity to be heard with appropriate NYSDOT or staff, the Agreement may be terminated by Commissioner of NYSDOT (or his or her designee) at the Consultant’s expense where the Consultant is determined by the Commissioner of NYSDOT (or his or her designee) to be non-responsible. In such event, the Commissioner of NYSDOT (or his or her designee) may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
IN WITNESS WHEREOF, this Contract No. C031179 has been executed by the STATE, acting by and through the Commissioner of Transportation, and the CONSULTANT has duly executed this Agreement effective the day and year first above written.

In addition to the acceptance of this Agreement, the Department certifies that original copies of this signature page will be attached to all other exact copies of this Agreement.

RECOMMENDED BY FOR THE PEOPLE OF THE STATE OF NEW YORK

______________________________________________
CONTRACT MANAGEMENT
DATE: _________________

______________________________________________
DEPARTMENT OF TRANSPORTATION
DATE: _________________

Consultant Certifications: I certify that all the information with respect to the “Vendor Responsibility Questionnaire” submitted by (CONSULTANT FIRM NAME) on the ___ day of ________________________, 20___ pursuant to the requirements set forth in the OSC Guide to Financial Operations is complete true and accurate. I additionally certify nothing has occurred since the date of that submission that would result in requiring a change or alteration to any of the answers provided on the “Vendor Responsibility Questionnaire” submitted that date.

I certify that all information provided to the STATE with respect to the requirements contained in State Finance Laws 139j & 139k is complete, true and accurate.

______________________________________________
FIRM NAME
DATE: _________________

OPERATION OF THE HUDSON VALLEY TRANSPORTATION MANAGEMENT CENTER (HVTMC) FOR NYSDOT

APPROVALS

THOMAS P. DiNAPOLI
ATTORNEY GENERAL

______________________________________________
DATE: _________________

______________________________________________
DATE: _________________
Acknowledgement for Contract #C031179

For contracts signed in New York State

State of New York )
County of ) ss.:

On the _______ day of ____________ in the year 201__, before me the undersigned, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

___________________________________
NOTARY PUBLIC

My Commission Expires:

For contracts signed outside New York State

State of )
County of ) ss.:

On the _______ day of ____________ in the year 201__, before me, the undersigned, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in _______________________________ (insert the city or other political subdivision and the state or country or other place the acknowledgement was taken).

___________________________________
NOTARY PUBLIC

___________________________________
(Signature and office of individual taking acknowledgement.)

My Commission Expires:
APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE DEPARTMENT OF TRANSPORTATION AGREEMENTS

APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

APPENDIX B

REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS

APPENDIX B-1

REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS

APPENDIX C

SPECIAL EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS
ATTACHMENT 2

CONSULTANT INFORMATION AND CERTIFICATIONS
(Please submit this with your Part II: Cost Proposal)

CONTRACT NUMBER: [INSERT CONTRACT NUMBER]
PROJECT TITLE: [INSERT RFP TITLE]

I. CONSULTANT INFORMATION

FIRM NAME: ______________________________________________________________
ADDRESS:________________________________________________________________
CITY:__________________________ STATE: ___________
ZIP CODE: _______ - _______

TELEPHONE : (____) _____ - _________ FAX: (____) _____ - _________

E-MAIL ADDRESS: __________________________________________________________

CONTACT PERSON: __________________________________________________________

Consultant’s Federal Identification Number (FIN):_______________________________

Consultant’s NYSDOT Consultant Identification Number (CIN):_________________

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: (____) _____ - _________

Other Authorized Individual(s):

Name/Title:________________________________________________________________
Address:____________________________________________________________________

Telephone: (____) _____ - _________ FAX: (____) _____ - _________
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 period from the date of submission.
- The firm has read and will follow the procedure outlined in Attachment 4 if it proposes the services of a former NYSDOT employee(s).
- **Vendor Responsibility:** If selected for contract award, the firm will complete and submit the required Vendor Responsibility forms to NYSDOT within 10 days of notification of designation both electronically and in hard copy per the NYSDOT Web site. ([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))
- **ST-220:** If selected for contract award greater than $100,000, the firm will complete and submit the required Forms ST-220-TD and 220-CA (Contractor Certifications) prior to negotiation with NYSDOT. You should make yourself familiar with these forms by visiting the following Web sites:

Signature: ____________________________________________

III. ACCEPTANCE OF CONTRACT

By signing below, I, _____________________________, authorized individual
(Name)
of _____________________________ hereby certify that I have read and accept all terms and conditions contained in the draft Contract, including Appendix A, which is included as Attachment 1 to this Request for Proposals.

Signature: ____________________________________________
(Name of Acceptor)
ATTACHMENT 3
Procurement Lobbying Law Compliance

1. Required Forms: The consultant shall sign and e-mail/fax the following forms. These forms are part of and due with the consultant’s proposal.
   1. “Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)”

2. NYSDOT Guidelines and Procedures
   Under the requirements of the State Procurement Act all communications regarding advertised projects are to be channeled through the Office of Contract Management (*Designated Contacts). 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.

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 Designation Contract Analyst
      The Contract Management Designation Analyst Supervisor
      The Contract Management Civil Rights Unit Supervisor
      The Contract Management Assistant Directors
      The Contract Management 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 Designation Contract Analyst
      The Contract Management Designation Analyst Supervisor
      The Contract Management Civil Rights Unit Supervisor
      The Contract Management Assistant Directors
      The Contract Management 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:
   http://www ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/Faq.htm (Advisory Council FAQs)
   http://www.nylobby.state.ny.us/
   http://www.nylobby.state.ny.us/lobbying.html (New York State Lobbying Act)
   http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html

For more information, go to NYSDOT’s World Wide Web Site at http://www.dot.ny.gov
or contact: Patricia Rowe
NYSDOT Contract Management
50 Wolf Road, 6TH Floor
Albany, New York 12232
E-mail: Patricia.Rowe@dot.ny.gov
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. ________________

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:  _______________________________

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:  ____________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________

   (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:________________________________________  Date:____________________________________

Name:________________________________________

Title:________________________________________
ATTACHMENT 4

Consultant’s responsibility when proposing former NYSDOT Employees

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

The following procedure applies if either of the following criteria is 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 consultant 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 consultant’s office and available for review by NYSDOT if requested.
- Failure to obtain New York State Ethics approval for an individual’s participation in a project may jeopardize the firm’s designation for that project.
ATTACHMENT 5
CONSULTANT DISCLOSURE LEGISLATION FORMS A & B

Background:

Pursuant to New York State Finance Law Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Contractors selected for award on the basis of a procurement (Request for Proposals, Mini-Bid, or Invitation for Bids) must complete Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term upon notification of award. The completed Form A must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

Contractors selected for award are also required to complete Form B, State Consultant Services Contractor’s Annual Employment Report annually for each year of the contract term, on a State fiscal year basis. The first report is due on May 15 for the period April 1 through March 31.

Form A must be submitted to NYSDOT as the contracting agency, and Form B must be submitted to NYSDOT (as the contracting agency), the Department of Civil Service, and the Consultant Reporting Section of the Bureau of Contracts at OSC, at the addresses provided in these instructions.

Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term and Form B, State Consultant Services Contractor’s Annual Employment Report, are attached to these instructions. Please see these instructions for further information regarding completion and submission of the forms.

Instructions:

FORM A:

Upon notification of contract award, use Form A, State Consultant Services Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term, attached to these instructions, to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete Form A for contracts for consulting services in accordance with the following:

- **Employment category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract.
  (Note: Access the O*NET database, which is available through the US Department of Labor’s Employment and Training Administration, on-line at [www.online.onetcenter.org](http://www.online.onetcenter.org) to find a list of occupations.)
• **Number of employees:** the total number of employees in the employment category anticipated to be employed to provide services under the contract, including part time employees and employees of subcontractors.

• **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.

• **Amount payable under the contract:** the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit completed **Form A** within 48 hours of notification of selection for award to NYSDOT (as the contracting agency) at the address provided in this solicitation.

**FORM B:**

Use **Form B**, State Consultant Services Contractor’s Annual Employment Report, attached to these Instructions, to report the annual employment information required by the statute. This form will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit Form B to NYSDOT (as the contracting agency), the Department of Civil Service (DCS), and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

Complete **Form B** for contracts for consulting services in accordance with the following:

• **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.

• **Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor’s Employment and Training Administration, on-line at [www.online.onetcenter.org](http://www.online.onetcenter.org) to find a list of occupations.)

• **Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

• **Number of hours worked:** the total number of hours worked during the Report Period by the employees in the employment category.

• **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.
Submit the completed Form B annually by May 15th for each State fiscal year (or portion thereof) the contract is in effect, as follows:

**To the Consultant Reporting Section of the Bureau of Contracts at OSC:**

- By mail: NYS Office of the State Comptroller
  Bureau of Contracts
  110 State Street, 11th Floor
  Albany, NY 12236
  Attn: Consultant Reporting

- By fax: (518) 474-8030 or (518) 473-8808

**To DCS:**

- By mail: NYS Department of Civil Service
  Alfred E. Smith Office Building
  Albany, NY 12239

To NYS Department of Transportation:
Reports that are submitted to the NYS Department of Transportation must be submitted electronically, preferably as a Word, Excel or PDF file via email to: Timothy.Ameche@dot.ny.gov or his successor.
# State Consultant Services – Contractor’s Planned Employment

From Contract Start Date Through The End Of The Contract Term

<table>
<thead>
<tr>
<th>O*Net Employment Category</th>
<th>Number of Employees</th>
<th>Number of hours to be worked</th>
<th>Amount Payable Under the Contract</th>
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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)
State Consultant Services
Contractor’s Annual Employment Report
Report Period: April 1, to March 31,

Contracting State Agency Name: Transportation
Agency Code: 17000
Contract Number: C031179
Contract Term: / / to / /
Contractor Name:
Contractor Address:
Description of Services Being Provided: Operation of the Hudson Valley Transportation Management Center (HVTMC) Services for NYSDOT

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 □

<table>
<thead>
<tr>
<th>O<em>Net Employment Category Number and O</em>Net Employment Category Number</th>
<th>Number of Employees</th>
<th>Number of Hours Worked</th>
<th>Amount Payable Under the Contract</th>
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</thead>
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</tbody>
</table>

Total this page 0 0 $ 0.00
Grand Total

Name of person who prepared this report:
Preparer's Signature:___________________________________________________
Title: ____________________________________________ Phone #:________________________
Date Prepared: / /

Page of
ATTACHMENT 6

DBE Participation Information

Please complete the following table for the Prime firm and all subconsultants (consultant team composition): please identify each firm’s legal name, checking if it is a certified DBE by utilizing the NYSUCP DBE Directory, and indicating each firm’s percentage of the total value of the resulting contract.

Please keep in mind that only NYSUCP certified DBEs are eligible to count toward goal attainment of this federally-funded procurement with a DBE contract participation goal. Only participation by a certified DBE Prime consultant as well as certified DBE subconsultants may count toward DBE contract participation goal attainment.

If the combined percentage of total contract value for all proposed, certified DBEs is less than the DBE Contract Participation Goal of **10 percent** established for this solicitation/contract, then the proposing Prime firm is required to fill out and submit the **DBE Participation Solicitation Log (Attachment 7)**, and is required to submit the **DBE Goal Attainment Explanation Letter**. Reference RFP Sections I. H., IV. B. and V. B. for more information on DBE participation.

*Please provide a copy of the firm’s DBE letter from a NYSUCP certifying partner with your Part II proposal.*

<table>
<thead>
<tr>
<th>Firm Legal Name</th>
<th>NYSUCP Certified DBE</th>
<th>% of Overall Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DEBE</td>
<td></td>
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<tr>
<td>A. Prime CONSULTANT*</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>B. SUBCONSULTANTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

*A proposing Prime consultant that proposes to meet the DBE contract participation goal through its own participation is **NOT relieved from seeking subconsultant participation or demonstrating that it made adequate, acceptable GFE to meet the goal even though it did not succeed.**
## ATTACHMENT 7

### DBE Participation Solicitation Log
(Good Faith Effort Documentation)

<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>DBE PARTICIPATION GOAL</th>
<th>PAGE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>C031179</td>
<td></td>
<td>___ OF ___</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIME FIRM NAME/ADDRESS/ZIP CODE</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NUMBER (INCLUDE AREA CODE)</th>
<th>E-MAIL</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SOLICITED COMPANY NAME AND CONTACT PERSON</th>
<th>TELEPHONE (WITH AREA CODE)</th>
<th>FEDERAL EMPLOYER ID #</th>
<th>WORK TYPES BEING SOLICITED</th>
<th>TYPES AND DATES OF CONTACTS</th>
<th>CONTACT RESULT(S)</th>
</tr>
</thead>
</table>
INSTRUCTIONS FOR COMPLETING DBE Participation Solicitation Log (Good Faith Effort Documentation)

To be deemed responsive to this solicitation, CONSULTANTS whose proposed DBE participation does not meet the established Disadvantaged Business Enterprises (DBE) participation goal must document and report their efforts to solicit participation by certified DBE in this Non-Architecture/Non-Engineering contract. The DBE Participation Solicitation Log is used for this purpose.

PLEASE NOTE: Only participation by NYSUCP certified DBE Prime CONSULTANTS as well as NYSUCP certified DBE SUBCONSULTANTS may count toward goal attainment.

Guidance concerning Good Faith Efforts in meeting DBE participation goals in Federally-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 DBE participation goal is not attained at all or only partially attained, then the proposer must complete all sections of this form and submit a DBE Participation Solicitation Log, along with a DBE Goal Attainment Explanation Letter, documenting the firm’s Good Faith Effort.

*** DBE CERTIFICATION IS A FEDERAL PROGRAM CERTIFICATION. ***
IT IS SEPARATE AND DISTINCT FROM THE NEW YORK STATE MBE & WBE 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).

DBE PARTICIPATION GOAL: Enter applicable DBE participation goal percentage 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 CONSULTANT, 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.

DBE CONSULTANTS 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 the DBE 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 DBE 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 CONSULTANT was unable to reach this firm after having a telephone conversation to follow-up on the DBE 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 DBE Participation Goals In Federally-Funded Contracts

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

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, utilizing the NYSUCP DBE Directory – http://biznt.nysucp.net) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise prefer to perform these work items with its own forces.

- Providing interested DBEs 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 DBEs – it is the bidder’s responsibility to make a portion of the work available to DBE SUBCONTRACTORS and suppliers and to select those portions of the work or material needs consistent with the available DBE SUBCONTRACTORS and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs 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 DBEs to perform the work.

- A bidder using good business judgment should consider a number of factors in negotiating with SUBCONTRACTORS, including DBE 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 DBEs is not in itself sufficient reason for failure to meet the contract DBE 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 DBEs 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 versus 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 DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
ATTACHMENT 8

CONTRACT JOB TITLE DESCRIPTIONS & QUALIFICATIONS

POSITION: Project Director (KEY)

General Functions:

The Project Director is primarily responsible for Task 1. Functions include the following:

- Develop the Project Implementation Plan and QA/QC Plan for Task 9 Transition (if applicable).
- Plans, directs, and coordinates activities of designated project to ensure that goals or objectives of project are accomplished within prescribed time frame and funding parameters.
- Reviews project proposal or plan to determine time frame, funding limitations, procedures for accomplishing project, staffing requirements, and allotment of available resources to various phases of project.
- Develops project management plans and processes to cover ‘proactive management’, PMT, peer review, document/records management, etc.
- Establishes work plan and staffing for each phase of project, and arranges for recruitment or assignment of project personnel.
- Confers with project staff to outline work plan and to assign duties, responsibilities, and scope of authority.
- Directs and coordinates activities of project personnel to ensure project progresses on schedule and within prescribed budget.
- Reviews status reports prepared by project personnel and modifies schedules or plans as required.
- Prepares project reports for management, client, or others.
- Confers with project personnel to provide technical advice and to resolve problems.
- Ensures that appropriate levels of human resources and administrative support services are being provided to HVTMC staff.
- It is anticipated that the Project Director shall perform almost all duties from the firm’s offices, and, for the purposes of this RFP, shall be directed by NYSDOT to travel to the Hudson Valley region of NYS three times during the contract’s 2-year base term.
- Coordinates project activities with the activities of the New York State Department of Transportation, New York State Police and other governmental, quasi-public and private agencies.
- Coordinates, attends and participates in Steering Committee meetings (approximately six meetings annually).

Minimum Qualifications:

- Bachelor’s degree in a relevant field and a minimum of 10 years of experience in the area of TMC/traffic operations.
- Shall have extensive experience in managing projects and tasks from inception to completion.
- Shall have 5 years of experience in supervising a minimum of 15 employees.
POSITION: Operations Manager (KEY)

General Functions:

In addition to being able to properly perform all of the work identified in Tasks 1, 2, 3, 5 and 8 in the Scope of Services, supervises and coordinates activities of personnel involved in performing internal day-to-day policies, procedures and operations at the HVTMC:

- Prepares work schedules and assigns duties to operations personnel to ensure efficient operation of department or branch.
- Audits incident history reports and other data, accounts, records of proof, and certifications to ensure compliance of workers with established standard operating procedures and practices.
- Compiles required and special reports on operating functions of the HVTMC.
- Review, modify and update the Standard Operating Procedures (SOP) for use in the HVTMC as needed.
- Interviews, selects, and hires new employees.
- Directs employee training to improve efficiency and ensure conformance with standard procedures and practices.
- Conducts staff meetings of operations personnel, or confers with subordinate and implements company policies, and develops operating procedures to facilitate office operations and discuss operational problems or explain procedural changes or practices.
- Conducts management studies, collecting and interpreting statistical data to prepare budget estimates, determine work load, personnel, and equipment requirements, and to forecast future HVTMC needs.
- Meets regularly with the NYSDOT HVTMC Manager to identify and prioritize work to be performed.
- Additional knowledge beyond that of System Operators 1, 2, & 3 includes NYSDOT Regional Management structure and key external operational partners.
- Interprets and implements company policies, and develops operating procedures to facilitate office operations.
- Keeps the HVTMC Management abreast, on a daily basis, of all matters affecting the operations of the HVTMC.
- On call 24 hours per day, 7 days per week, for emergency and/or operational problems.
- Attends meetings with HVTMC Management for purposes of relaying information. Must be capable of working closely with the public, law enforcement officers and State officials.
- Attends to special requests by HVTMC Management for gathering data and/or to generate reports.
- Responsible for ensuring all training materials are maintained and accessible to the operators.
- Coordinates the daily schedules of the operators, and is ultimately responsible for ensuring coverage is complete on every shift.
- Ensures all personnel are kept abreast of special events affecting the HVTMC system e.g. special signing or roadwork.
- Monitors and audits operator functions for accuracy and professionalism.
- Responsible for the maintenance of all traffic signal and system maintenance files. Coordinates all requests and/or repairs of program "bugs" with the appropriate personnel.
- Independently types memos, bulletins, requisitions, reports and other similar materials using general company guidelines.
- Monitors all On the Job Training (OJT).
- Responsible for all Operator III functions.
- Coordinate daily work with maintenance contractor, logs and administers work order and payment requests.
- Reports directly to HVTMC Management and, in general, is the single point of contact representing the Consultant team at the HVTMC.
• Coordinate with the Systems Analyst to develop and maintain documentation of the HVTMC Intelligent Transportation System (ITS) architecture in accordance with Task 8.
• Strong knowledge of roadways within the Hudson Valley region.

Minimum Qualifications:
• Bachelor’s degree in relevant area with a minimum of 5 years of experience in developing and implementing operations policies and procedures.
• Shall have prior line management responsibilities.
• Excellent Communication skills, excellent organization skills
• Excellent Computer Skills, trained in personnel management, public relations or similar skills.
• Ability to cope with stress and personnel problems is required.
• Must be able to respond to problem situations 24 hours per day
• Must possess a valid drivers license

POSITION: Systems Analyst (KEY)

General Functions:
The Systems Analyst is responsible for overseeing all aspects of Information Technology (IT) and Intelligent Transportation Systems (ITS) for the TMC. This person will also be responsible for managing staff associated with Tasks 4 and 6 (Oversee their duties and responsibilities to client (NYSDOT).

• General administration of Servers and workstation PCs at the HVTMC. Administration of HV Traveler ATMS system and database, which includes data mining/creation of database applications utilizing department-provided software. Workstation application support for specialized field hardware (e.g. VMS, CCTV, sensors, etc.).
• Conduct weekly ITS meetings as well as meetings with Operations Department.
• Attend weekly meetings with client (NYSDOT) to review status of all assigned tasks. Develop and maintain a strong working with all other agency IT departments (i.e.: Westchester County, New York State Thruway, etc.) in order to ensure proper distribution and sharing of agency video feeds.
• Initiate tests of system programs and properly utilize computer monitor readout to detect errors and take appropriate corrective actions.
• Restore servers or workstations from cloned images. Administration of HVTMC systems and databases, which includes data archiving, mining and creation of reports and database applications utilizing department-provided software.
• Coordinate with NYSDOT Staff in other groups as needed (Information Technology, Main Office Traffic Signal Group, etc).
• Support ITS with the various HVTMC systems.
• Assist users who are having operational problems with various TMC systems.
• Create, modify and update the HVTMC Systems Administration Manual and pertinent Standard Operating Procedures as pertains to the Systems and Field environments.
• Provides configuration management of the HVTMC system and associated documentation.
- Able to initiate tests of system programs and properly utilize computer monitor readout to detect errors or work stoppage and take appropriate corrective actions.
- Review computer system capabilities, workflow, and scheduling limitations to determine if requested changes to the ATMS are possible/appropriate.
- Documents in sufficient detail the steps taken to modify systems and procedures required to both maintain current systems and implement new functionality.
- Visit vendors to observe demonstration of systems software.
- Administer and monitor user access to system. Review productivity reports and problem records to evaluate performance of the systems and hardware.
- Since this title will also involve work at locations external to the HVTMC, this person shall follow NYSDOT procedures in order to safely work at roadside locations.
- Procure hardware and software as well as software licenses.
- Hardware and Software installations as well as maintenance
- Backups of system software files after major software upgrades according to recommended industry standards.
- Network configuration, maintenance, and troubleshooting including firewall configurations
- Database administration maintenance plans, backups, replication, performance monitoring etc.
- COTS and hardware vendor coordination
- Direct contact with client personnel in the case of system outages on a 24/7 basis, as well as direct contact with HVTMC NYSDOT and Operations personnel to ensure all system administrators/leads are aware of all systems issues.
- Documentation of daily, weekly, and monthly operations and maintenance tasks, outlining a standard operating procedure necessary for maintaining each system to provide aggressive preventative maintenance
- Maintain the asset inventory for each system. The inventory list will contain asset information including all hardware specifications, serial numbers, third party support lifetimes, etc. as well as information pertaining to system utilities such as ISP, power and Telco information.
- Maintenance of System Architecture documentation, including all IP information, network diagrams, rack diagrams, server configurations, etc.
- Maintenance and updates of the disaster and recovery systems currently deployed as well as maintenance and updates of disaster and recovery systems that will be deployed in the future.
- Provide systems related support for construction projects as needed
- Coordinate with 3rd party vendors and Subconsultants regarding IT issues and tasks.
- Coordinate with the Operations Manager to develop and maintain documentation of the HVTMC Intelligent Transportation System (ITS) architecture in accordance with Task 8.

**Organizational Relationship:**
- Reports directly to the Operations Manager
- Manage a staff associated with Tasks 4 and 6 (Oversee their duties and responsibilities to client (NYSDOT)

**Minimum Qualifications:**
- Bachelor’s degree in engineering or IT and a minimum of 10 years of experience in operating and managing complex IT systems.
- Shall have prior IT management responsibilities
- Must have general familiarity with the following:
  - Knowledge of advanced networking troubleshooting.
  - Electrical AC\DC and Solar
Telecom – Cellular, Serial, TCP/IP, UDP, multicast, IGMP, Fiber Optics, etc.
- Detection (Video, Radar, Acoustic, Loops etc)
- Database skills using MS SQL+, Server, Excel and Access
- Able to read/interpret HVTMC System record plans
- Wireless/Radio
- Database skills
- Programming skills
- Basic engineering and IT administration qualifications need to be noted prior to any specific tasks.

- At least 3 years of experience using items referenced above.
- Must demonstrate an ability to react under stressful situation professionally.
- Must be a highly motivated individual, with a strong sense of responsibility and dedication to the job.
- Must have good interpersonal skills and ability to train others.
- Must be dedicated and able to perform with minimum supervision
- Ability to complete tasks within timelines by appropriately prioritizing multiple tasks within or across projects with minimal direction from management.
- Strong organizational skills
- Solid written and oral communications skills are required.
- Must possess a valid drivers license

POSITION: Systems Administrator

General Functions:

The System Administrator is responsible for maintenance, upgrade and implementation of the servers, computers and applications of the Hudson Valley Transportation Management Center’s ATMS system under the direction of the Systems Analyst.
- Responsible for Task 4 and Task 6 support.
- Performs all system software engineering work to customize new configuration of new services and equipment into the current HVTMC ATMS/ATIS-Architecture (HV Traveler). This includes software upgrades for new ITS equipment to be NTCIP compliant and compatible with the HVTMC legacy system; programming, reconfiguration and integration of VMS, Surveillance/Ramp Meters Controllers, Travel Time Signs, detection systems and integration of new computer servers as required at the TMC.
- Develops and upgrades System and workstation software to enhance the functionality of the system through user friendly interfaces.
- Reviews current data management system capabilities, workflow, and scheduling limitations to determine if changes to ATMS systems are required. Documents in sufficient detail the steps taken to modify systems and procedures required to both maintain current systems and implement new functionality.
- Is able to independently troubleshoot hardware, software, and data communications malfunctions/errors in order to maintain and/or quickly restore operational functionality at the TMC.
- Is responsible for Administration of the ATMS and database, which includes data archiving, mining etc.
- Maintain and configure HVTMC’s website.
- Provide website performance measurements and web server reports
- Hardware and Software installations as well as maintenance
- Backups of system software files after major software upgrades
- Database administration maintenance plans, backups, replication, performance monitoring etc.
- Provide software and hardware support to users of the ATMS system
• Assist the Systems Analyst to create, modify and update the HVTMC Systems Administration Manual and pertinent Standard Operating Procedures as pertains to the Systems and Field environments.
• Maintain the hardware and software of HVTMC’s Video Wall
• Write scripts to automate processes
• Create reports
• Document issues and their resolutions
• Extract TRANSMIT data from TRANSMIT database

**Organizational Relationship:**

Reports directly to the Systems Analyst

**Minimum Qualifications:**

• Associate’s degree in engineering or IT and a minimum of 5 years of experience in operating complex IT systems.
• Knowledge of and at least 3 years of experience with Windows 7, XP, Vista, Linux, 2000, Server 2003 & 2008 operating systems, SQL, Oracle, Perl, HTML, Apache, Crystal Reports, Tomcat, Java preferred.
• Strong organizational skills and Solid written and oral communications skills are required.
• 5 years of experience with ATMS/ATIS system software preferred.
• Shall have good interpersonal skills and ability to train others.
• Must possess a valid driver’s license.
• Must be able to respond to emergency situations as needed 24 hours per day
• Prefer experience with the following:
  o Coaxial, fiber optic and wireless communication systems
  o VMS, CCTV, traffic sensors and related electronic and electrical equipment
  o Detection system firmware (VIDS, acoustic, Bluetooth, radar, inductance loops, RFID transponders (TRANSMIT/E-ZPass)
  o Telecom – cellular, serial, NTCIP, TCP/IP, UDP, multicast, IGMP
  o Database skills using MS SQL+ Server, Excel and Access
  o Programming skills including Graphics, C, C++, C#, .NET, XML, JAVA and VISUAL languages.

**POSITION: Field Technician**

**General Functions:**

Responsibility includes: inspection, supervision and working closely with HVTMC’s ITS Maintenance Contractors, integrators and installers. Field Technicians have a responsibility of enforcing contract technical specifications of equipment, materials and labor. Work is performed under moderate to light supervision.

Specific duties include:

• Travel to a field equipment location in response to a call from the System Operator and/or Engineer, and subsequent troubleshooting, diagnosis, repair or assessment of damage shall be part of this work.
• Maintenance and minor repair of all field communications electronics, cellular and T-1 equipment, Controllers and processors, CCTV cameras, HAR, any variable message or fixed message signs, signals, displays, controller assemblies, cabinets, wiring, power cable, fiber optic cables, fiber optic splice enclosures and patch panels, splices, couplings, conduit, structures, supports, foundations, poles, pull boxes and junction boxes and all related appurtenances shall be part of this work.
• The materials used for this work include testing equipment, electronic parts and equipment, and any special tools needed to perform the work.
Maintains HVTMC Equipment inventory at various storage facilities, organizes storage facilities, receives equipment from various sources and provide updates on equipment needs.

Upon award of the upcoming HVTMC ITS Maintenance contract, Field Technicians will be expected to monitor the contractor for quality and quantity of work completed in accordance of the contract specifications.

Responsible for ensuring compliance with the State contract technical specifications during field installations, repairs and modifications by the Field Maintenance Contractors and Installers.

Inspects field equipment, routinely, to enforce maintenance contractor’s requirements to maintain field equipment as per contract.

Preparation and processing of records related to the HVTMC field equipment that is damaged by third parties.

Investigation of damage caused by incidents to assist NYSDOT in recovering costs for damages from responsible parties.

Address equipment failures, preventive maintenance and the overall maintenance of System field equipment locations.

Read plans; and to implement and enforce Work Zone Traffic Control (WZTC) in accordance with current Manual of Uniform Control Devices (MUTCD).

Prepare, review and pre-approve payment for Work Orders to third party vendors.

Prepares inspection reports including job description, equipment used, WZTC furnished, hours of work, travel time etc.

Programs Portable Variable Message Sign (PVMS), using instruction manual.

Monitor the activities of independent maintenance CONTRACTORS and provide trouble shooting technical support services for the field and central systems as required.

24/7 on call availability to respond to work that may be required outside of normal work hours. This may include participation in review and inspection of major repairs or assisting NYSDOT in major events to remove sign messages in a timely fashion.

Conduct regularly scheduled patrols of highways controlled by the HVTMC and make an inventory of the condition of variable message sign appearance and illumination, traffic control signal appearance, pavement marking conditions related to effectiveness of other HVTMC traffic control devices.

Maintain the HVTMC equipment inventory. This consists of maintaining records of all field equipment, including the contents of each cabinet, maintaining records of all equipment issued to maintenance Contractors, and keeping an inventory of all equipment on-hand at the HVTMC and other NYSDOT storage facilities.

Coordinate deployment of Portable Variable Message Signs (PVMS) and Highway Advisory Radio (HAR) to various sites to assist in transportation management.

Locate all equipment using GPS with sub-meter accuracy, so locations of the field equipment can be stored in the HVTMC GIS based software database.

Organizational Relationship:

Reports directly to the Systems Analyst

Minimum Qualifications:

Associate’s Degree in an IT or technology related field, with at least 5 years of experience installing, maintaining and troubleshooting traffic field equipment.

Demonstrate the ability to react under stressful situations.

 Highly motivated individual, with a strong sense of dedication to the job.

Excellent Communication Skills, ability to cope with job stress resulting from odd work schedules.

Trained in the use of computers, database, radio communication, basic knowledge of the various ITS equipment functions, is able to use equipment manuals, basic plan reading.
Dedicated and able to perform with minimum supervision.
Must possess a valid drivers license and is able to drive (in all types of weather) a medium duty 4X4 SUV

POSITION: Assistant Operations Manager (System Operator 4)

General Functions

This is a senior level supervisor operator. Responsibility for coordinating transportation and incident management functions falls in this category. Work is performed under minimal supervision.

The performances of routine and/or unusual transportation management tasks are inherent to this position. Includes; ability to perform functions applicable for all Operator Levels.

- Responsible for leading and directing work of the HVTMC’s operators.
- Assist the Operations Manager to review, modify and update the Standard Operating Procedures (SOP) for use in the HVTMC as needed.
- Responsible for overseeing the performance and actions of the personnel under their supervision.
- Responsible for ensuring all Shift Supervisors are kept up-to-date on new procedures.
- Responsible for ensuring all operators are adequately trained and current in all task relevant to their position.
- Serves as a liaison to Project Manager and Client for identifying problems and/or weaknesses in operational procedures.
- Prepares and maintains training documents and reports.
- Responsible for all shifts continuity, assessments, briefings between shift/maintenance personnel, this includes overall system performance.
- Serves as the firm’s representative during tours or media events in the absence of management personnel.
- The Assistant Operations Manager shall assume the role of the Operations Manager, in the absence (vacation/sickness) of the Operations Manager at the request of the Project Management (NYSDOT/Consultant). He/she will be required to be on-call twenty-four hours/7 days per week via beeper or phone.
- Responsible to schedule staff for the control center on a daily, weekly, monthly basis including P/T staff for the F/T staff including vacations and/or sickness.
- Strong knowledge of roadways within the Hudson Valley region.

Organizational Relationship

Reports directly to the Operations Manager.

Minimum Qualifications:

- Bachelor’s degree in relevant field with a minimum of 7 years of experience in developing and implementing operations policies and procedures.
- Prior line management responsibilities.
- Three to four years of experience in increasingly responsible positions is required.
- Human relations skills are important. Has demonstrated an ability to react under stressful situations with common sense.
- Highly motivated individual with a strong dedication to the job.
POSITION: Shift Supervisor (System Operator 3)

General Functions:

In addition to reaching the level of System Operator 2, supervises and coordinates activities of workers engaged in operations.

- Responsible for over-seeing the performance and actions of the personnel under their supervision.
- Responsible for ensuring shift co-workers are adequately trained and current in all task relevant to their position. Trains new workers according to established training procedures.
- Responsible for ensuring that proper contacts are made, and protocol followed during major incident handling.
- Shift Supervisors may be scheduled for weekend after hours/“on-call” responsibilities delegated by the Task 1 staff. The performances of routine and/or unusual transportation management tasks are inherent to this position.
- Analyzes work and confers with supervisory personnel to determine most feasible method required to effectively run the Operations at the HVTMC.
- Studies operating procedure materials to improve supervisory skills and techniques, increase worker productivity, and determine if revisions and/or improvements to the Standard Operating Procedures should be suggested to NYSDOT.
- Serves as the shift liaison to Operations Manager and Assistant Operations Manager in identifying problems and/or weaknesses in operational procedures.
- Prepares and maintains training documents and reports.
- Responsible for shift continuity, assessments, briefings between shift/maintenance personnel, this includes overall system performance.
- Serves as the firm’s representative during tours or media events in the absence of management personnel.
- Assists the Assistant Operations Manager in the absence of the Operations Manager.

Organizational Relationship:

Reports directly to the Operations Manager.

Minimum Qualifications:

- Associate’s degree in relevant field with a minimum of 4 years of experience in developing and implementing operations policies and procedures.
- Shall have prior line management responsibilities.
- Human relations skills are important. Has demonstrated an ability to react under stressful situations with common sense.
- Should be a highly motivated individual, with a strong dedication to the job.

POSITION: Outreach/Communications Liaison (System Operator 3)

General Functions:

This position serves as the liaison between the Hudson Valley Transportation Management Center and the general public, media and other local agencies. Focus is given to specifically answering questions with regard to special events or other designated activities. The Communications Liaison is responsible for outreach with emergency service agencies as well as special event coordinators in the Hudson Valley region.

- Responsible for Task 7 activities.
- Coordinates public information of transportation system disruptions
- Answers phone/email/fax questions about closures, delays, roadwork. Responds to inquiries regarding incidents/delays by suggesting alternate routes.
- Ensures the variable message signs are activated when needed
- Performs quality control on the regional information appearing on TravelInfoNY.com to ensure it is clear, concise, timely, and accurate
- Provides the regional PIO with a weekly list of upcoming planned closures
- Assists STC in reviewing requests for lane closures and planning diversionary routes.
- Responsible for handling and coordinating all TIMS incidents
- Special Events Coordination. This would include contacting venues and discussing parking restrictions, etc. for any sporting events, festivals, and any other major events in which a high volume of traffic is expected.
- Serve as main public / media contact during storm events and closures.
- This person should be able to relay the following information about any closure/roadwork/incident:
  - Date(s)
  - Start/End Time(s)
  - Location(s) where the work/incident is happening (jargon/abbreviation-free)
  - What the work entails
- This person should be able to provide jargon-free information by roadway, county, or municipality
- Strong knowledge of roadways within the Hudson Valley region.

Organizational Relationships:
Reports directly to the Operations Manager

Minimum Qualifications:
- At least 3 years prior experience in traffic management and event coordination
- Must have a valid drivers license
- Strong communication skills.
- Strong interpersonal relationship skills.
- Skilled in dealing with people who may have difficult personalities.

POSITION: Assistant Surface Transportation Controller (System Operator 3)

General Functions:
- Responsible for Task 3 activities.
- Working with the Surface Transportation Controller, review and process requests for any roadwork on regional road and key corridors.
- Assist the Surface Transportation Controller with any intervention in planned roadwork, as necessary.
- Review traffic data and update restricted hours in lane closure charts for key corridors.
- Coordinate the deployment of Portable Variable Messaging Signs (PVMS) to strategic locations where decision points exist for motorists to use an alternate route.
- Review messages on PVMS for construction projects using policies established by NYSDOT.
- Review SuperLoad routes for potential conflicts with roadwork.
- Prepare Potential Congestion Alerts for release as Media Advisories by the Public Information Officer (PIO) and coordinate with the PIO.
- Coordinate requests for State Police presence in work zones
- Provide assistance to the Surface Transportation Controller with the issues related to Driver’s First Initiatives as needed.
- Attend meetings with stakeholders to coordinate major roadwork projects.
- Strong knowledge of roadways within the Hudson Valley region.
Organizational Relationships:
Reports directly the Operations Manager and the NYSDOT Surface Transportation Controller

Minimum Qualifications:
- Bachelor’s degree with minimum of four years of experience in the field of Surface Transportation Control or equivalent program with any Traffic Management Center.
- Excellent verbal and written communication skills are a must for this position.
- Must possess a valid drivers license

POSITION: Roadwork Coordinator (System Operator 3 or 2)

General Functions:
At any given time, there are dozens of roadwork projects in progress in Region 8, with many of those closing travel lanes. The Roadwork Coordinator is an Operator with the responsibility for tracking those projects and making sure that information regarding any related lane closures is disseminated to the public.
- Continually maintain ATMS and New York OpenReach databases with up to date roadwork projects.
- Advise media (Total Traffic Network) of daily and ongoing roadwork projects.
- Generate and display traffic related messages on VMS/PVMSs on verified roadwork projects.
- Interact with construction, maintenance and permit personnel for updates on current status of projects.
- Maintain relationship between construction/maintenance personnel and HVTMC.
- Monitor and assist co-workers to ensure accuracy and timeliness of roadwork-related information.
- Organize incoming documentation related to upcoming roadway projects.
- Maintain current database of ongoing/upcoming roadwork projects.
- Maintain record of accepted roadwork projects.
- Maintain current signal database (including signals under construction).
- Assist with developing VMS/PVMS plans for special events.
- Assist with special projects (new databases, new procedure drafts, forms etc.)
- Assist operators in the event of major incidents, severe weather or other needs.

Minimum Qualifications:
- At least 3 years of experience in roadwork and work zone traffic control preferred
- Strong communication skills.
- Strong interpersonal relationship skills.
- Strong knowledge of roadways within the Hudson Valley region.

POSITION: System Operator 2

General Functions:
Beyond the duties of System Operator 1, and through written tests conducted by the Operations Manager and Shift Supervisors, a System Operator 2 has demonstrated higher proficiencies in their abilities to perform assigned tasks and has a better understanding of the concepts related to traffic flows and anticipated transportation system impacts due to incidents. This position involves a variety of transportation management tasks. Responsibility for formulating and generating messages for the variable message signs falls in this category. Work is performed under direct to moderate supervision.
The performance of transportation management tasks is required in this position. Responsibilities are broad in scope and require an innate ability to assess a situation rapidly, and act decisively.

- Generate and display transportation related messages.
- Troubleshoot and resolve system related problems.
- Interact with maintenance and technical personnel on system performance.
- Report Major incidents and full closures to Operations Manager.
- Monitor and assist co-worker(s) to ensure accuracy and timeliness of information.
- Ensure transfer of information to subsequent shift is complete and accurate.
- Strong knowledge of roadways within the Hudson Valley region.

Organizational Relationship:

Reports directly to the Shift Supervisor.

Minimum Qualifications:

- One to two years of experience of transportation management type work.
- Must be able to perform all required operational functions.
- Must have the ability to work in a high-pressure environment.
- Be flexible to irregular hours scheduled and be a team player.

POSITION: System Operator 1

General Functions:

- Properly perform all work identified in Task 2 of the Scope of Services.
- Operate and monitor communication console to receive and relay command and control information or instructions.
- Receive roadwork incident information and takes appropriate response measures in accordance with established Standard Operating Procedures.
- Receive reports of malfunctions of transportation control systems, debris in the travel lanes, or other emergency situations that require immediate response by NYSDOT.
- Log details related to these calls and notifies NYSDOT personnel in accordance with established Standard Operating Procedures.
- Check the operation of equipment at the start of a shift, noting any malfunctions and calling for repairs in accordance with established Standard Operating Procedures.
- Properly operate and utilize equipment required to perform duties assigned, and able to perform assignments in accordance with established Standard Operating Procedures.
- Receive reports of problems with NYSDOT statewide operations software and/or HELP Truck electronic hardware and able to properly address these problems in accordance with established Standard Operating Procedures.
- Receive notices of roadwork and is able to properly respond to these notices, especially if there are roadwork location conflicts.
- Strong knowledge of roadways within the Hudson Valley region.

Organizational Relationship:

Reports directly to the Shift Supervisor.

Minimum Qualifications:

- Must be able to perform all required operational functions.
- Must have the ability to work in a high-pressure environment.
- Be flexible to irregular hours scheduled and be a team player.
POSITION: Administrative Assistant

General Functions:

The Administrative Assistant is responsible for all of the administrative and business functions in the HVTMC. The Administrative Assistant assists the HVTMC Project Manager in administering HVTMC contracts; preparing annual budgets; financial record keeping; as well as a variety of office support functions, including receptionist duties, word processing, document control, coordinating meetings, preparation of meeting minutes, database entries, and other duties in support of the day-to-day operations.

The Administrative Assistant positions in the Hudson Valley Transportation Management Center are entry-level positions. The Administrative Assistant is responsible for assisting the Operations Manager in a variety of administrative tasks. The work involves answering phones, acting as point of contact for visitors, filing reports, and performing general office responsibilities. The Administrative Assistant will also support the HVTMC Operations Manager and the HVTMC Project Manager in similar tasks. The Administrative Assistant will report to the Operations Manager. All work is performed under direct to moderate supervision.

- Perform various administrative tasks supporting the 24/7 HVTMC traffic operation
- Utilize a variety of software packages such as Excel, word processing, spreadsheets, graphics and electronic mail to produce and distribute letters memoranda, engineering style reports and graphics products
- Edit written material for correct spelling and grammar
- Prepare statistical reports for the HELP and Parkway Towing programs and traffic Operations Manager
- Review and answer HELP and Parkway Towing program customer comments and complaints
- Process HELP and Parkway Towing program invoices
- Compile good guy/bad guy HELP program letters and process HELP program response cards
- Compile statistics for HELP and Parkway Towing programs
- Answer telephones and greet visitors, direct calls/visitors to proper party, release and obtain information within scope of delegated authority
- Set up and maintain filing and record retention systems
- Manage appointment calendars, schedule meetings, and conferences, coordinate meeting arrangements, and arrange travel schedules and reservations. Open, review, sort and distribute mail
- Prepare and process travel expenses, petty cash, material and purchase requisitions, and various other forms
- Perform assorted tasks for NYSDOT and NYSP
- Point of contact between employees and the Consultants’ Human Resources department for personnel changes and questions and maintaining related forms
- Extracting and compiling information for reports
- General office responsibilities
- Take minutes at meetings

Organizational Relationships:

- Reports directly to the Operations Manager.

Minimum Qualifications:

Full time Position:

- Education: High School Diploma with some college education preferred.
- At least 3 years of experience in a similar position
- Good organizational skills
- Proficiency with computers, MS Office, MS Outlook, MS Project and database software
- Telephone skills
- Business office procedures, excellent oral and written communication abilities.

**Part Time Position:**
- Education: High School Diploma with some college education preferred.
- Good organizational skills
- Proficiency with computers, MS Office, MS Outlook, MS Project and database software
- Telephone skills
- Business office procedures, excellent oral and written communication abilities.

The following table shows the required hours of coverage for each staff position.

### Staff Coverage

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Weekday Coverage (Hours)</th>
<th>Weekend Coverage (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director (Part Time)</td>
<td>9AM-5:30PM (as needed)</td>
<td></td>
</tr>
<tr>
<td>Operations Manager</td>
<td>7AM-3:30PM</td>
<td></td>
</tr>
<tr>
<td>Systems Analyst</td>
<td>9AM-5:30PM</td>
<td></td>
</tr>
<tr>
<td>Systems Administrator</td>
<td>7AM-3:30PM</td>
<td></td>
</tr>
<tr>
<td>Field Technician</td>
<td>6AM-8PM</td>
<td></td>
</tr>
<tr>
<td>Assistant Operations Manager (System Operator 4)</td>
<td>10:30AM-7PM</td>
<td></td>
</tr>
<tr>
<td>Shift Supervisor (System Operator 3)</td>
<td>24 hr coverage needed</td>
<td></td>
</tr>
<tr>
<td>Outreach/Communication Liaison (System Operator 3)</td>
<td>7AM-6PM</td>
<td></td>
</tr>
<tr>
<td>Assistant Surface Transportation Controller (System Operator 3)</td>
<td>4AM-8PM</td>
<td></td>
</tr>
<tr>
<td>Roadwork Coordinator (System Operator 2 or 3)</td>
<td>4AM-8PM</td>
<td></td>
</tr>
<tr>
<td>System Operator 2 (2 per shift weekdays) (1 per weekend shift)</td>
<td>24 hr coverage needed</td>
<td>24 hr coverage needed</td>
</tr>
<tr>
<td>System Operator 1 (1 to 2 per shift)</td>
<td>24 hr coverage needed</td>
<td>24 hr coverage needed</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>7AM–5PM</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 9

Cost Proposal Spreadsheet Instructions

Proposing Prime/offering firms must complete the EXCEL Cost Proposal spreadsheet available on NYSDOT’s website under Contract C031179. Do not use any alternate spreadsheet. This spreadsheet contains four (4) individual worksheets (SALARY SCHEDULES, STAFFING SCHEDULES, ESTIMATE OF DIRECT NON-SALARY COSTS, and SUMMARY OF COST) that are identified on the tabs at the bottom of the spreadsheet. Only one Cost Proposal Spreadsheet is to be submitted with each Cost Proposal. The Prime consultant is responsible for the completion and submission of the spreadsheet. The spreadsheet shall reflect the participation of all members of the proposed Consultant team. Subconsultants should not submit their own separate Cost Proposal Spreadsheets. The information provided in the Offeror’s Cost Proposal Spreadsheet will provide the basis for evaluation of the Cost Proposal and contract negotiations between NYSDOT and the consultant team designated for contract award.

The Cost Proposal spreadsheet was developed assuming a consultant team of no greater than five firms; one Prime consultant and up to four subconsultants. Offering firms may submit proposals for larger teams, but they will be responsible for modifying the worksheets to accommodate additional team members. Offering firms may submit proposals with less than five (5) consultant teams.

The information provided in the submitted Cost Proposal Spreadsheet will be used to calculate the Total Estimated Cost of the offering firm’s proposal. The resulting Total Estimated Cost for each responsive Offeror will be used in evaluating the Offeror’s Cost Proposal and will provide the basis for negotiation between NYSDOT and the firm awarded the contract.

The chart below provides the worksheet names and cell ranges for the Prime consultant and the default number of four subconsultants included in the shell Cost Proposal Spreadsheet.

<table>
<thead>
<tr>
<th>WORKSHEET NAME</th>
<th>Salary Schedules</th>
<th>Staffing Schedules</th>
<th>Direct Non-Salary Costs</th>
<th>Summaries of Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subconsultant 4</td>
<td>B165.N204</td>
<td>A251.S309</td>
<td>BB5.BL46</td>
<td>AW4.BE42</td>
</tr>
<tr>
<td>Verification Charts</td>
<td></td>
<td></td>
<td></td>
<td>U3.AG48</td>
</tr>
</tbody>
</table>

To assist firms in the completion of the various worksheets, the information required to be completed by the firms has been highlighted in yellow. Firms are cautioned from making entries to other areas of the worksheets. If the offering team has more than five (5) team members, the offering firm will need to be careful not to disrupt the integrity of the shell spreadsheet and worksheets.
To reiterate, the Prime Consultant/offering firm is responsible for the integrity of the Cost Proposal Spreadsheet (four worksheets) and shall accept responsibility for maintaining the structure and formulas used in the completion of the spreadsheet including the structure and formulas created by NYSDOT and that of any changes made by the Prime Consultant in its proposal for items including but not limited to increasing the number of firms in the team, offering an alternate approach to staffing (regarding the full-time/part-time status of positions) and overhead designations, etc.

**SALARY SCHEDULE WORKSHEET (Exhibit B)**

A Salary Schedule must be submitted for each member (firm) of the proposed consultant team. The presentation of the firms on the worksheet is top to bottom. The firm name of each consultant team member is to be entered in column C to the left of the Salary Schedule by typing over the shell information (i.e. ABC FIRM). Also in column C, enter the Proposed Annual Escalation of Salaries percentage that is to be used to calculate the escalation of Maximum Hourly Rates for 2015 and 2016. Enter the Escalation of Salaries to Project Midpoint (12 months from the project start date) that is to be used to calculate Projected Average Hourly Rate for each job title.

For example, a firm expects to give 3% raises in the second year of the contract. There will be no raises for the first 12 months and 3% raises in the second 12 months. For proposal pricing purposes, the Escalation of Salaries to the project midpoint would be 1.5%, the weighted average of 0% and 3%.

Each team member may propose different percentages. However, it will be assumed that the same annual escalation rate proposed by the individual firms will be used for year two of the contract for those same firms. The escalation rates entered in the shell document are for illustrative purposes only. Also, enter the annual raise policy for each of the team members (in column C).

Each consultant team member shall enter a proposed Present Average Hourly Rate for each specific Contract Job Title that they are offering in their proposal in column H. The proposed Present Average Hourly Rate for each Contract Job Title should reflect the average salary for all persons that the team member expects to provide over the term of the contract. The proposed average salary is to reflect the salaries of current employees as well as persons that may not be current employees of the team member at the time proposals in response to this RFP are due. If a consultant team member is not providing staff to a Contract Job Title, enter $0 for the Present Average Hourly Rate for that Contract Job Title. The labor rates entered in the shell document are for illustration purposes only.

The worksheet will automatically calculate the escalation of salaries to the midpoint of the two year base term of the contract, the Projected Average Hourly Rate. These Projected Average Hourly Rates are applied to the Staffing Tables to determine the value of the labor cost component of the offering firm’s Cost Proposal.

Proposed Maximum Hourly Rates for 2014 for each contact job title for each consultant team member are to be entered for each consultant team member in column J. Corresponding Maximum Hourly Rates for 2015 and 2016 are calculated automatically by projecting the 2014 Maximum Hourly Rates forward using each team member’s Proposed Annual Escalation of Salaries rate.

Do not modify the Overtime Category descriptions provided on the Salary Schedule worksheets, the Overtime Category associated with each Contract Job Title for each team member has been predetermined by NYSDOT. For this contract, overtime will apply to hours worked in excess of a normal 40 hour work week. Overtime is reimbursable by the categories included in the RFP only if a
firm has a policy to pay overtime compensation or as required by law. NYSDOT will not consider alternate policies.

Again, the Overtime Category is not to be revised.

The information offered on the Salary Schedules will provide the basis for compensation should the offering team be awarded the contract. NYSDOT reserves the right to further negotiate the offered Present and Projected Average Hourly Rates and Maximum Hourly Rates.

The inclusion of additional Contract Job Titles will not be allowed. Only the 13 Contract Job Titles (18 Contract Job Titles when including the less than full-time positions) provided throughout the RFP are to be included in the Cost Proposal.

**STAFFING SCHEDULE WORKSHEET (Exhibit C)**

Using the project staffing requirements detailed in the RFP, the Department has estimated the total annual hours of required staffing by Contract Job Title by Task for one year of work effort. The hours of effort include both Straight Time (ST) hours and Overtime (OT) hours. The Staffing Schedule Worksheet (Exhibit C) of the Cost Exhibits included in Attachment 10 to the RFP demonstrates the estimated effort.

The presentation of the firms on the worksheet is top to bottom. Using the provided STAFFING SCHEDULES, the estimated hours (60,190 annually) are to be distributed across the proposed team members by Task and Contract Job Title. The distribution of hours included in the shell worksheet is for illustrative purposes only. All hours by task have been pre-loaded to the Prime’s STAFFING SCHEDULE; the STAFFING SCHEDULES for the subconsultants have been pre-populated with zeros. If an individual team member does not allocate any hours to any one Contract Job Title, make sure that the number of hours shown for that Contract Job Title is zero (0) for that team member.

The total allocated hours by Contract Job Title and by Task across the proposed team members must equal the number of hours shown in Exhibit C, the Staffing Schedule Worksheet (currently pre-populated to the Prime). Proposing Prime firms are distributing the total hours amongst the firm team members. No modification will be accepted during the consultant selection phase of this solicitation. Verification of the distribution of hours by Task and Contract Job Titles is demonstrated with the two verification tables that appear in cell range U3:AG48 on the worksheet. NYSDOT reserves the right to correct errors in formulas and utilize the correction in the Cost evaluation.

The STAFFING SCHEDULE worksheet automatically calculates the average estimated cost for one year of work effort. The Projected Average Hourly Labor Rates and Overtime Categories are brought forward from the SALARY SCHEDULE worksheet. The COST SUMMARIES worksheet, Exhibits E, calculates the estimated cost for the base two year term of this contract by multiplying the average annual estimate by two (2) to reflect the two (2) year contract term.

**DIRECT NON-SALARY COSTS (DNSC) WORKSHEET (Exhibit D)**

As stated in Section IV. B. of the RFP, most direct non-salary costs associated with this project cannot be estimated at this time. Therefore, NYSDOT is directing firms to not make any entries to the DIRECT NON-SALARY COSTS worksheet.

For Cost Proposal evaluation purposes, the total estimated annual budget for Direct Non-Salary Costs including but not limited to supplies, travel expenses, required insurances, etc. is $200,000. That amount
is pre-loaded in the offering Prime Consultant’s SUMMARY OF COSTS, Exhibit E, Page 1. **DO NOT CHANGE THAT ENTRY.** A breakdown of DNSCs, including any required project related insurances, will be accomplished with the selected Best Value Offeror during the negotiations phase of this solicitation. No “Miscellaneous” costs will be allowed, all DNSCs must include an item description and a basis for estimating the cost (i.e. unit cost).

Similarly, for Cost Proposal evaluation purposes, the maximum estimated annual budget for anticipated subcontractor costs is $300,000. That amount is pre-loaded in the offering Prime Consultant’s SUMMARY OF COSTS, Exhibit E, Page 1. **DO NOT CHANGE THAT ENTRY.**

During the negotiations phase of this solicitation, all estimated costs for travel, meals, and lodging shall not exceed the prevailing maximum rates established by the State Comptroller’s Office at the time of the submission of the Cost Proposal. All DNSCs, including but not limited to subcontractors, vehicles and equipment will be obtained following procedures established by the NYS Office of the State Comptroller. The costs and categories entered in the shell document are for illustration purposes only.

**COST SUMMARIES WORKSHEET (Exhibit E)**

The presentation of the firms on the worksheet is left to right. Items IA, Direct Technical Salaries, and IB, Direct Technical Salaries, Premium Portion of Overtime, will be calculated automatically by bringing forward labor costs estimated on each firm’s STAFFING SCHEDULE. The worksheet assumes that the labor costs associated with the Project Director are considered as “Office” as are the less than full-time positions of Operations Manager, Systems Analyst, System Administrator and Assistant Operations Manager — it is important to note that there are ALSO full-time “Field” positions included in the RFP for Operations Manager, Systems Analyst, System Administrator and Assistant Operations Manager. See Section II regarding the “Office” overhead category and “Field” overhead category and the positions associated with each. Various other remaining labor costs are considered “Field” as well. It is imperative that Proposing firms understand this and propose accordingly. If there are questions, they should be asked during the formal question and answer period. The section below offers the opportunity for proposing firms to propose alternate approaches for Overhead categories.

Firms may propose the Overhead categories used in this RFP or may propose different Overhead categories — use of different Overhead categories should be explained with definitions for Overhead categories provided in the Cost proposal. Firm’s that propose different Overhead categories will be responsible for adjusting the Cost proposal worksheets to reflect accurate information/data. NYSDOT cautions firm’s to pay particular attention to the formulas in the Excel worksheets and maintaining the integrity of the worksheets.

Items IIA, Direct Non-Salary Costs, and IIB, Direct Non-Salary Costs (Subcontractor Costs) for the cost proposal is preloaded by NYSDOT. Offering firms should not make any entries for these items on the COST SUMMARIES WORKSHEET.

Item III, Overhead. **For each consultant team member’s Summary of Costs, Proposed Office and Field overhead rates are to be entered in Rows 31 and 32 next to the heading for Item III, Overhead.** These rates will be applied against the respective Office and Field Direct Technical Salaries to calculate the corresponding Office and Field overhead costs. Currently, labor costs associated with the Project Director and select other less than full-time positions will be used in the calculation of an Office Overhead amount – reference the above and Section II of the RFP for more information.
To reiterate, as explained in Section II of the RFP, NYSDOT has recommended some use of less than full-time staff/positions for four titles and has indicated that these four titles along with the Project Director shall be based out of the firm’s offices. However, NYSDOT is allowing some flexibility with the staffing plan and overhead designations which is also referenced in Section II and again in Section IV. Offering firms will be required to ensure the Cost proposal correctly reflects the proposed staffing plan and designation of overhead categories. The offering firm shall ensure the spreadsheet correctly reflects its use of overhead designations and the appropriate overhead rate associated with all positions. Proposed overhead rates will be fixed for the duration of the contract, including any optional years that NYSDOT may choose to exercise, unless modified by supplemental agreement. Any such modification will be consistent with the language included in this RFP and established in the resulting contract. The overhead rates included in the shell document are for illustration purposes only.

Item IV, Net Fee is automatically calculated. NYSDOT uses the following standard formula to calculate the Net Fee: 10% (Item IA + Item III). Firms may propose a lower Net Fee as a means of being cost competitive, but proposed formulas that yield a larger Net Fee than that yielded by NYSDOT’s formula will not be accepted. Larger fees will be adjusted downward by NYSDOT using our standard formula. If a firm uses an alternate formula to calculate the Net Fee, include that formula in the worksheet in order that NYSDOT can completely understand the Cost Proposal.

Item II C, Direct Non-Salary Costs, Subconsultant Cost. This amount is automatically calculated by the worksheet for the Prime consultant. Item II C is to be $0 on each Subconsultant’s Summary of Costs Schedule; subconsultants are not allowed to utilize subconsultants in the completion of their assigned tasks.

MISCELLANEOUS

Attachment 10 Cost Proposal Spreadsheet which accompanies this RFP will serve two purposes – it serves as an example of the Cost Proposal Spreadsheet/worksheets and shall serve as the shell document for use in the submission of the Proposing Prime firm/Offeror’s cost proposal. This Excel document may be accessed on the NYSDOT website under Contract C031179.

Proposing Prime firms/Offerors are reminded that the Total Estimated Cost calculated for each offered subconsultant as a percentage of the Total Estimated Cost for the entire Cost Proposal shall be consistent with the proposed firm participation levels reported on Attachment 6, DBE Participation Information.

Cost proposals found to be inaccurate or containing flawed or incorrect information and/or formulas may be corrected by NYSDOT or may be evaluated as received without intervention from NYSDOT (at NYSDOT’s discretion). If a proposer finds what it believes is a flawed formula in any of the Worksheets, it should be brought to NYSDOT’s attention preferably during the question and answer period, but no later than the proposal submission/due date.

A CD with the Excel file of the Cost Proposal Spreadsheet is to be submitted with the completed Cost Proposal. The file is not to be locked.
SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

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

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

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

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _______ day of ____________, 20____ as the act and deed of said corporation of partnership.
**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

<table>
<thead>
<tr>
<th>NAMES OF PARTNERS OR PRINCIPALS</th>
<th>LEGAL RESIDENCE</th>
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IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

<table>
<thead>
<tr>
<th>NAME</th>
<th>LEGAL RESIDENCE</th>
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</thead>
<tbody>
<tr>
<td>President:</td>
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<tr>
<td>Secretary:</td>
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<td>Treasurer:</td>
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<td>President:</td>
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<td>Secretary:</td>
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<td>Treasurer:</td>
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</tr>
</tbody>
</table>
NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

Identifying Data
Potential Contractor: __________________________________________________
Address: __________________________________________________________________
                                                     Street
____________________________________________________________________________
City, Town, etc.
Telephone:__________ Title________________________
If applicable, Responsible Corporate Officer
Name:________________________ Title________________________
Signature:____________________________________________________________________

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation
By____________________________________________________________
                            Name
____________________________________________________________________
                            Title
Address: __________________________________________________________
                            Street
                            City      State
____________________________________________________________________

Legal name of person, firm or corporation
By____________________________________________________________
                            Name
____________________________________________________________________
                            Title
Address: __________________________________________________________
                            Street
                            City      State