NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
Highway Work Permit #2014-10-37888
and
Lease #L03110R

DEBRIS REMOVAL and SUBSEQUENT LEASING of STATE-OWNED PROPERTY in
INWOOD NY by NYSDOT
(Inwood Mound Project: Phase One & Phase Two RFP)
December 16, 2013

To All Concerned:

Enclosed is a copy of the Non-Engineering Request for Proposals (RFP) referenced above. All information necessary for the submission of your proposal is contained in the Best Value solicitation. Any questions regarding this project or proposal should be directed to Al Hasenkopf, the designated contact for this solicitation, of NYSDOT Contract Management Bureau via e-mail at: alfred.hasenkopf@dot.ny.gov.

Please note the following dates and tentative deadlines:

- December 16, 2013: NYS Contract Reporter Announcement
- December 16, 2013: RFP release
- December 19, 2013: Pre proposal webinar (contingent upon demand)
- January 2, 2014@ Midnight ET: Deadline for questions about the RFP
- January 9, 2014: Deadline for release of answers to RFP questions ¹
- January 23, 2014 @ 2:00 PM ET: Deadline for the submission of proposals ²
- March 3 2013: Bidder Selection

Notes:
¹: A second Q&A round is possible
²: More time to submit proposals may be granted upon request.

If you are interested in developing a proposal in response to this solicitation, please complete and submit the attached RFP Response Form to the designated NYSDOT contact person. In Section 4 of the RFP, a “Checklist for Proposal Submission” is included for reference purposes when submitting your proposal to NYSDOT. It also contains instructions for complying with the Procurement Lobbying Law (PLL) so that your proposal may be considered for the Highway Work Permit and lease approvals. NOTE: Failure to submit the required PLL forms with your proposal will result in elimination from consideration for being selected.
NYSDOT estimates that the selected Bidder will commence work shortly after NYSDOT’s approval of the Highway Work Permit application and continue until the mound has been removed whereafter arrangements for a 40-year lease shall be made.

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) Section 165-a effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL Section 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website. By submitting a proposal in response to this solicitation or by assuming the responsibility of the Highway Work Permit approved hereunder, the selected Bidder (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Bidders are advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Bidder being selected in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list. During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that 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 proposal 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 award.

We look forward to the receipt of your proposal.

Sincerely,

original signed by: Alfred P. Hasenkopf, for
WILLIAM A. HOWE
Director
NYSDOT Contract Management Bureau

Enclosure
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 13) before questions or other communications with the 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: ________________________________________________________

RFP Title: ____________________________________________________________

Please send to:
Al Hasenköpfl, Contract Management Bureau
New York State Department of Transportation
50 Wolf Road, 6th Floor
Albany, New York 12232
Attention: Inwood Mound Project
E-Mail: alfred.hasenköpfl@dot.ny.gov
Fax: 518-457-8475
REQUEST FOR PROPOSALS

DEBRIS REMOVAL and SUBSEQUENT LEASING of STATE-OWNED PROPERTY in INWOOD NY
by NYSDOT
(Inwood Mound Project Phase One and Phase Two RFP)

Highway Work Permit #2014-10-37888
and
Lease L03110R

Proposal Due Date: JANUARY 23, 2014

Proposal Delivery Location and Additional Information:

    Al Hasenkopf, Contract Management Bureau
    New York State Department of Transportation
    50 Wolf Road, 6th Floor
    Albany, New York  12232
    Attention: Inwood Mound
    E-Mail: alfred.hasenkopf@dot.ny.gov
    Fax: 518-457-8475

RFP Release Date: December 16, 2013
# REQUEST FOR PROPOSALS
NEW YORK STATE DEPARTMENT OF TRANSPORTATION

DEBRIS REMOVAL and SUBSEQUENT LEASING of STATE-OWNED PROPERTY in INWOOD NY
by NYSDOT
(Inwood Mound Project Phase One & Phase Two RFP)

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REQUEST FOR PROPOSALS
NEW YORK STATE DEPARTMENT OF TRANSPORTATION

DEBRIS REMOVAL and SUBSEQUENT LEASING of STATE-OWNED PROPERTY in INWOOD NY
by NYSDOT
(Inwood Mound Project: Phase One & Phase Two RFP)

1.0 Introduction

1.1 Purpose of this RFP
The New York State Department of Transportation (NYSDOT) is releasing this Request for Proposals (RFP) to seek proposals from responsive and responsible Bidders and to select a qualified Bidder to remove a pile of debris on about 8 acres with subsequent leasing of a 6.38± acre parcel of State-owned property in Inwood, Nassau County, New York, and enter into a 40-year lease to re-use the land.

1.2 Project Background

1.2.1 Mission of New York State Department of Transportation
It is the mission of NYSDOT to ensure that our customers — those who live, work and travel in New York State — have a safe, efficient, balanced, and environmentally sound transportation system.

To attain its mission, the responsibilities, functions, and duties of NYSDOT include:

1. Coordinating and developing comprehensive transportation policy for the State; coordinating and assisting in the development and operation of transportation facilities and services for highways, railroads, mass transit systems, ports, waterways and aviation facilities; and formulating and keeping current a long-range, comprehensive statewide master plan for the balanced development of public and private commuter and general transportation facilities; and

2. Administering a public safety program for railroads and motor carriers engaged in intrastate commerce; directing state regulation of such carriers in matters of rates and service; and providing oversight in matters relative to the safe operation of bus lines, commuter railroads, and subway systems that are publicly subsidized through the Public Transportation Safety Board.

Today, the New York State transportation network includes:

- A state and local highway system that annually handles over 100 billion vehicle miles, encompassing over 110,000 highway miles, 17,000 highway bridges, and numerous other assets such as large culverts, retaining walls, tunnels, and sign structures.
- An extensive 5,000-mile rail network over which 42 million tons of equipment, raw materials, manufactured goods, and produce are shipped each year.
- 456 public and private aviation facilities through which more than 84 million people travel each year.
- Five major ports, which annually handle 50 million tons of freight.
- Over 130 public transit operators, serving more than 5.2 million passengers each day.
- 12 major public and private ports, which handle more than 110 million tons of freight annually.
1.2.2 Project Background

NYSDOT owns a piece of land (Attachment 1) upon which clean, construction and demolition (“C&D”) debris was deposited by a prior leasee, and is now seeking to select a qualified and responsible Bidder to responsively remove the pile under the auspices of a NYSDOT Highway Work Permit, to be followed by the consummation of a 40-year lease. On April 9, 2013, NYSDOT released a revised Request for Interest (RFI) is to acquire expressions of interest and information regarding possible options for the removal of an estimated 150,000 cubic yards of material as prerequisite to entering into a 40 year lease. No possessory rights attach to the parcel until after all material removal work is completed to NYSDOT’s satisfaction and there are no leasehold rights until after NYSDOT acknowledges that the debris has been satisfactorily removed subject to all regulations and requirements. The leasehold resulting after satisfactory removal of debris shall not be sublet without prior written approval of NYSDOT.

The following parties have submitted responses in reply to NYSDOT’s revised C031106 Inwood Mound RFI:

1. First Lincoln TPA, Inc.
2. Grace Industries L.L.C.
3. InterCounty Paving Associates L.L.C.
4. Land Site Development L.L.C.
5. Posillico Civil, Inc.
6. Tully Environmental, Inc.

NYSDOT has decided to conduct a solicitation and offer the parcel to the most qualified Bidder via a best value RFP. The selected Bidder shall excavate and dispose of ALL materials from the area unless otherwise directed by NYSDOT or its representative. All work shall be executed in conformance with the requirements outlined below and with NYSDOT’s standard specifications.


The New York State Department of Environmental Conservation (NYSDEC) has determined (Attachment 4) that the material can be used as highway sub-base and for other purposes in areas where there is limited potential for human contact. Also, because the C&D material on the site was previously subject to NYSDEC’s Part 360 registration program, any proposed on-site processing of the material prior to removal will also require a registration with NYSDEC. Optionally the selected bidder can elect to simply load and remove the material without any requirements for NYSDEC registration.

NYSDOT has considered the information received from this RFI and those considerations are reflected in this RFP. The RFI sought to:

- Develop a general understanding among interested parties pertaining to the removal of debris and subsequent leasing of a 6.38± acre parcel of State-owned property in Inwood, Nassau County, New York.
- Develop a general understanding of the methodologies for the excavation and removal of the debris and the cost of removal.
- Obtain feedback on how NYSDOT should structure the lease of this excess property, after the debris has been removed to the satisfaction of NYSDOT.
- Perspective of interested parties on such lease methods.

It is recommended that any interested party who has yet to inspect the Inwood Mound notify the Designated Contact Person and request to schedule a site visit. The last chance date is two weeks prior to bid submission.
2. **PROJECT AND CONTRACT OBJECTIVES**

2.1 **Project Objectives**

1. For the selected Bidder to apply for and follow NYSDOT’s standard Highway Work Permit process for the removal of Inwood Mound debris from about 8 acres, including implementation of a Work Zone Traffic Control plan; to improve the site.

2. For the selected Bidder to follow NYSDOT’s standard constructions specifications while performing the debris removal work.

3. To re-claim the land per NYSDOT specifications (*Attachment 11A* Highway Work Permit Request and *Attachment 7* Grading Line Map).

4. For the selected Bidder to submit a bond in the amount of $500,000 to protect the State in case there’s damage during site clearance and subsequent remediation is required by the State.

5. To accomplish removal of all of the Inwood Mound at no cost to the State to the specified elevations (per grading lines specified in *Attachment 7*).

6. To identify and if directed responsibly dispose of any discovered hazardous and/or contaminated material (to be done via separate contract agreement).

7. To enter into a 40-year lease with the selected Bidder to re-use the reclaimed land, and to receive monthly lease payments from the selected Bidder over the lease’s 40-year term; to lease about 6 acres, for a use allowable and acceptable to the State.

2.2 **Contract Objectives**

To receive proposals which meet all Minimum RFP Responsiveness Requirements (complete *Part 1* and *Part 2* proposal submissions) **by the RFP deadline**.

For each proposal to have valid, completed Procurement Lobbying Law compliance forms (see *Attachment 13*):

To seek participation by certified *Minority/Women-Owned Business Enterprises* during the first Phase of the Project (not a requirement).

**Contract Type:** The State anticipates the issuance of a Highway Work Permit to a qualified, responsive and responsible Bidder to complete Phase I of this project. Contingent upon successful completion of the Highway Work Permit obligations, NYSDOT and the selected Bidder shall enter into a 40-year lease agreement to govern subsequent re-use of the a portion of the associated land.

**Bidder Arrangements:** Only one (1) responsive and responsible Bidder (or team of Bidders wherein the Highway Work Permit will be with the selected Bidder) will be retained through this RFP solicitation (ie, the same prime Bidder shall be selected for the Highway Work Permit and Lease L03110R). Subconsulting and teaming arrangements are encouraged. Only true joint ventures are allowed. Subleasing to responsible parties is permitted with prior NYSDOT approval.

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

3. **Scope of Work**

3.1 Permitting Process

The selected Bidder shall complete and submit a Highway Work Permit request (Attachment 11A) before any work can commence.

Also, pursuant to SPDES General Permit 0-10-001, the selected Bidder shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and a “Notice of Intent” (NOI) prior to any excavation on the site. The SWPPP and NOI shall be in an acceptable form for NYSDOT signature and submission to NYSDEC.

3.2 Overall Schedule

The selected Bidder shall present an Overall Project Schedule, which shall feature project schedules for Phase 1 and Phase 2 as well as a financial overview for each Phase, and a land re-use schedule for Phase 2 (including permits and approvals). Both schedules are to include all plans, requirements and assumptions as well as the risks involved.

3.3 Work to be Performed

**Phase One**

The selected Bidder shall complete and apply for a Highway Work Permit (Attachment 11A). A Bond/Guarantee Deposit is required for HWP #2014-10-37888 application in the amount of $0.5M. NYSDOT shall review the submitted Highway Work Permit and may issue comments, changes or corrections. Once acceptable, NYSDOT shall issue the Bidder’s Highway Work Permit and schedule and hold a pre-construction meeting with the selected Bidder.

The selected Bidder shall remove all soil, rock and other materials and dispose of these materials as required by the specifications. All excavation and disposal shall be done in accordance with the means, methods and requirements of the most recent New York State Standard Specifications (https://www.dot.ny.gov/main/business-center/engineering/specifications), specifically Item 203.02 Unclassified Excavation and Disposal. Bidders are advised that Items 203.02, 209.13, 209.22 and 652.01 are not pay items, but reference the specifications that need to be followed to perform the work.

The selected Bidder shall remove the pile in its entirety (clear about 8 acres), as per the elevations shown on the location map (Attachment 7) and as directed by NYSDOT. For final grading purposes, the slope of the ground across the property will be assumed to be uniform between the spot grades provided. Attachment 4 contains a note for the possible encountering of hazardous or contaminated materials.
During the process of removing material from the site, should the selected Bidder encounter and identify any material inconsistent with Attachment 4 the selected Bidder shall notify NYSDOT’s Project Manager as soon as possible and stope work in this area and continue to remove material in other Mound areas (see Attachment 9). The selected Bidder shall mark off the area containing material which is inconsistent with Attachment 4 material and will not work in this area until NYSDOT instructs the selected Bidder further. Under the conditions of Highway Work Permit #2014-10-37888, it is not the responsibility of the selected Bidder to remove and dispose of any material inconsistent with Attachment 4 discovered by the selected Bidder – this is NYSDOT’s responsibility. NYSDOT may opt to negotiate a separate agreement with the selected Bidder to remove any material inconsistent with Attachment 4; NYSDOT reserves the right to remove and dispose of any material inconsistent with Attachment 4 by its own responsible means.

The Permittee shall be required to retain Construction Inspection services on behalf of NYSDOT to monitor the progress of removal work and to ensure that the work is being performed as per the permit requirements and in accordance with the specifications. NYSDOT may revoke the Highway Work Permit if it is determined that the following milestones are not met:

- During the first FOUR (4) months after the date of NYSDOT’s issuance of an approved Highway Work Permit, the selected Bidder will mobilize equipment and achieve a progress of at least 25% removal of the material.
- During the next THREE (3) months, an additional 30% of the initial mound size will be removed.
- During the next THREE (3) months, an additional 30% of the initial mound size will be removed.
- During the final month, the remainder of the mound will be removed and the site left relatively level at grade with Bay Boulevard and approved by NYSDOT.
- In no case shall removal of the Mound shall take longer than 12 months after NYSDOT’s issuance of an approved Highway Work Permit (any change subject to NYSDOT approval). NO DEVIATIONS REGARDING THIS REQUIREMENT IS PERMITTED.

The selected Bidder shall propose a method of measuring and monitoring progress of removal.

Prior to commencement of mound removal and as part of the Highway Work Permit, the selected Bidder shall install and maintain (for the duration of Phase 1) a fence around the perimeter of mound, in order to prevent any illegal dumping, prevent trespassing, etc.

The selected Bidder or any agents shall not import materials to the site (except for allowed materials under the approved Highway Work Permit). Failure to comply may result in termination of the Highway Work Permit. NO DEVIATIONS REGARDING THIS REQUIREMENT IS PERMITTED.

The selected Bidder shall ensure that ALL removal and disposal work shall comply with the requirements of soil erosion and sediment control to minimize the impacts to adjacent properties and the environment (Attachment 2, Attachment 2A and Attachment 3).

The selected Bidder shall excavate and dispose of ALL materials of any description (excluding any materials inconsistent with Attachment 4) from the area and shall be executed in conformance with grades, depths and removal limits as indicated on the location map.

The selected Bidder shall take precautions to provide for the safe and efficient movement of traffic through and around the project site and to protect workers and the public from damage to person and property which may result directly or indirectly from any removal operations. The selected Bidder shall submit a Work Zone Traffic Control plan to NYSDOT at least 2 weeks prior to commencing any work at the location. This plan should include a construction entrance with a washing area located within the construction entrance. The selected Bidder must abide by the rules & regulations of the local municipalities for noise, use of local roads, pollution control
and sweeping debris from local roads caused by the pile removal work. Removal hours shall be limited to 6AM to 6PM Monday through Friday.

The selected Bidder shall minimize dust from the disturbed soil surfaces and other materials that can cause off-site damages, health hazards and traffic & safety problems. All removal work shall comply with the requirements *(Attachments 2 and 2A, Attachment 3)*

The Lease shall be unavailable and no possessory rights attach to the parcel until AFTER all pile removal work is completed to NYSDOT satisfaction.

No persons in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or subjected to discrimination under any program or activity associated with this Project. The selected Bidder shall have no possessory or leasehold rights until after the cleanup has met with NYSDOT’s written approval.

**Phase One Deliverables**

1. During the first FOUR (4) months after the date of NYSDOT’s approval of the Highway Work Permit, the selected Bidder will mobilize equipment and achieve a progress of at least 25% removal of the material.

2. During the next THREE (3) months, an additional 30% of the initial mound size will be removed.

3. During the next THREE (3) months, an additional 30% of the initial mound size will be removed.

4. During the final month, the remainder of the mound will be removed and the site left relatively level at grade with Bay Boulevard and approved by the NYSDOT Inspector.

**PHASE TWO**

After NYSDOT has accepted all of the selected Bidder’s Phase One work and deliverables, NYSDOT Project Team shall negotiate and execute the 40 year lease to re-use the land reclaimed via completion of Phase One. Execution of the lease will require approvals by the NYS Attorney General’s office and the NYS Office of the State Comptroller. The selected Bidder shall pay monthly lease payments to the State for the duration of the 40-year lease. NYSDOT shall announce the name of the person(s) who will perform lease oversight duties and address any lease issues which may arise over the lease’s term.

**Allowed Land Uses:** NYSDOT reserves the right to approve the use of the site as proposed in the selected Bidders bid. All proposed uses shall be in compliance with current zoning. Compliance with local zoning does not guarantee NYSDOT’s approval. The proposed land re-use requires a SEQRA determination prior to executing lease L03110R for NYSDOT review and adoption. Any activity involving the temporary or permanent storage, processing or disposal of construction, demolition or land clearing debris shall be subject to NYSDOT approval. **NO DEVIATIONS REGARDING THIS REQUIREMENT ARE PERMITTED.**

**4. PROPOSAL FORMAT AND CONTENT REQUIREMENTS**

**4.1 Questions and Answers**

Via submission of a completed and signed *Attachment 12*, the Bidder shall specifically state its acceptance of all of this RFP’s, Highway Work Permit #2014-10-37888’s and Lease #L03110R’s Terms and Conditions. NYSDOT shall not consider requests to change these documents prior to or after Bidder selection (except for a few items left blank; to be filled in later). Bidders are encouraged to ask questions regarding the contents of this RFP during the question and answer phase of the solicitation process (before bids are due). The Q&A period
opens with the RFP’s release and closes with the release of NYSDOT’s answers to submitted questions (NYSDOT may allow a second Q&A round, with a possible proposal due date extension). Taking exceptions to any of the terms and conditions of Highway Work Permit #2014-10-37888 or taking exceptions to any of the terms and conditions of Lease # L03110R is not allowed; questions regarding these provisions are encouraged and any changes to Highway Work Permit #2014-10-37888 or Lease # L03110R shall be considered only if such is beneficial to the State. NYSDOT is not obligated to entertain questions regarding the RFP after the close of the question-and-answer period. NYSDOT will not entertain exceptions during or after the Bidder selection process. The Bidder’s proposal and/or proposed cost must not be contingent upon any draft contract exceptions or project assumptions.

Bidders are solely responsible for meeting all the requirements in this RFP prior to proposal submission. The submission of written questions before the deadline for submitting written questions is encouraged.

4.2 General Procedures

Bidders must submit one complete proposal in response to this RFP using the format and forms provided. In addition to Attachment 12’s certifications, submission of the Bidder’s proposal shall be construed by NYSDOT as the Bidder’s acceptance of the procedures, evaluation criteria, and other administrative instructions in this RFP.

For the purposes of evaluation, each proposal must be submitted in two separate, sealed, bound parts. A responsive proposal shall consist of a complete Part 1 Technical and Management Proposal, and a complete Part 2 Lease Payment Proposal. Part 1 shall consist exclusively of the Technical and Management Proposal, covering both phases of the project. Part 2 is the Lease Payment Proposal for proposed monthly lease payments. NYSDOT does not expect to either receive revenue from or pay for the removal of the debris on site. Each part must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently. Part 1 shall be evaluated strictly on the basis of its technical merits and Part 2 shall be evaluated, in part, on the basis of competitive proposed lease payments. Lease Payment information is not to be included in the Part 1 submittal, and Technical and Management information is not to be included in Part 2 submittal.

NYSDOT may deem a proposal non-responsive and remove that Bidder and its proposal from further consideration for failure to provide the information required or for failure to submit a proposal in the required format. Bidders must deliver proposals to the NYSDOT Contract Management Bureau’s office no later than 2:00 PM ET on the specified proposal due date. Bidders mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposal. NYSDOT will not accept faxed or e-mailed proposals. The Bidder’s proposal must meet the response requirements listed in this Section.

4.3 Part 1: Technical and Management Proposal Submittal

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<td>Five (5) printed, bound hard copies plus MS Word compatible format</td>
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<td>☐</td>
<td>Securely sealed. Clearly labeled with the Bidder’s name and: “Inwood Mound RFP Technical Proposal”</td>
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<td>Signed Cover Letter on official business letterhead</td>
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<td>☐</td>
<td>Executive Summary</td>
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<td>Phase One Organization, Staffing and Experience</td>
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<td>Phase One Approach</td>
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<td>Phase One Scope of Work</td>
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<tr>
<td>☐</td>
<td>Phase Two Organization, Staffing and Experience</td>
</tr>
</tbody>
</table>
4.3.1 Cover Letter

Each Bidder must submit a signed Cover Letter on official business letterhead. The Cover Letter must accompany each volume and include the following:

1. The signature of an official authorized to bind the Bidder to all of its provisions.
2. A statement that, if selected, the selected Bidder will comply with all the requirements set forth in the RFP.
3. A statement that the offered named Management Team personnel will be provided once NYSDOT issues a notice to proceed. The NYSDOT does not allow unapproved substitutes.
4. Any claims of confidential and proprietary information should also be identified and addressed in this section. NYSDOT may protect confidential and proprietary information from disclosure to the extent permitted by the Freedom of Information Law (“FOIL”), Article 6 of the Public Officers Law, provided that NYSDOT agrees beforehand to shield the release of proposed information. If a Bidder believes information included in their proposal is confidential and proprietary, they should identify those page(s) of their proposal which contain such information as “confidential and proprietary”. **Labeling all pages as “confidential” or “proprietary” is unacceptable – such proposals will not be accepted** unless the Bidder re-labels their proposal to only identify what specific material to shield from public scrutiny. All Bidders shall explain the material and substantive 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. NYSDOT reserves the right to only consider those FOIL exemption requests for which public release of such information would truly be injurious to a Bidder. The State will only consider those items confidential and proprietary which it agrees are confidential and proprietary based on the proof provided by the Bidder and responses to the State’s questions regarding any such claims. NYSDOT will only consider those FOIL exemption requests for which public release of such information would truly be injurious to a Bidder.
5. The full, legal names of all Subcontractors involved in the Bidder’s response.

4.3.2 Executive Summary

Provide a brief and concise description of the proposed approach and work effort. Discuss relevant and important issues. Highlight the strengths and capabilities of your firm and how they can be used to successfully manage removal and site work at no cost to NYSDOT as well as plans for reclaimed site re-use. Present a summary of your costs to clear the site to spec and present a financial summary to re-use the cleared site (including revenue sharing to NYSDOT over the lease’s 40-year term). Include enough substantive discussion to demonstrate an understanding of NYSDOT’s project objectives and familiarity with applicable State and Federal laws, rules, practices, procedural requirements, risks, etc.

4.3.3 PHASE ONE

A. **Phase One Organization, Staffing and Experience**

The qualifications and prior experience of the selected Bidder and its proposed Management Team and Supervision personnel are of great importance to NYSDOT. Direct, prior and relevant experience is highly desirable.
Provide a one-page Organizational Chart for the project, showing the names of the proposed Mound Removal Management Team and all on-site Supervision Staff (including Highway Work Permit on-site Bidder) working on this effort, as well as how the proposed Management Team will interact with NYSDOT management and staff. Name job titles which correspond to your firm’s business practices. Include resumes for all Management Team and field Supervision staff.

Provide a list of prior or current projects which are relevant to this effort, and explain how these are applicable to this RFP. Include names, titles, mailing addresses, e-mail addresses, and telephone numbers of client references for verification purposes. NYSDOT reserves the right to request information from any source so named. NYSDOT also reserves the right to contact additional references should those provided fail to adequately confirm a Bidder’s offered experience.

While the Department is primarily interested in the experience of proposed Management Team and field Supervisors, it desires proposals from Bidders who can verifiably demonstrate their prior or on-going experience, expertise and background in the areas consistent with the services requested under this RFP (both project phases). While experience within New York State is specifically desirable, experience within other states DOT for similar work within the United States is acceptable.

Provide the following information about the experience of proposed Management Team and Field Supervision personnel. Experience not directly related or comparable to the RFP’s Scope of Services will not be evaluated. NYSDOT reserves the right to request information from any source so named, as well as seek additional references should ones offered fail to verify attested experience. Previous, comparable work experience with NYSDOT is eligible.

**Project Manager**: The Bidder shall designate a qualified Project Manager for this Project. This person shall serve as the primary contact with the for NYSDOT Project Manager. The Bidder’s Project Manager is responsible for the performance of all Management Team personnel, field supervision, mound removal operations, site prep work, as well as all Highway Work Permit matters and all lease-related matters. The Bidder’s Project Manager shall make all required submittals and receive all transmittals from the Department. The Bidder shall indicate the skills and experience of its proposed Project Manager assigned to handle Project Management, Field Supervision, Highway Work Permit Administration and Lease functions and responsibilities of Management Team personnel by name and title by completing the first portion of Attachment 15. Minimum qualifications include 10 years demonstrated, acceptable experience in site remediation.

**Field Supervision**: The Bidder shall indicate the skills and experience of its proposed Field Supervisors (including HWP on-site Bidder) assigned to assist with debris removal and site prep/reclamation tasks by completing the first portion of Attachment 15. Minimum qualifications include licensed Professional Engineer as well as NICET Level II (as defined in Highway Work Permit application (PERM 36).

**B. Phase One Approach**

Describe your approach for preparing for and implementing NYSDOT’s Scope of Work for Phase One of the Inwood Mound Project (RFP Section 3). Bidder’s approach must ensure successful completion of all advertised work as well as ability to successfully produce all requested deliverables. NOTE: If a Bidder chooses to offer an approach which proposed 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 project and contract objectives shall be considered. Proposed work which does not support all of the RFP’s objectives shall not be considered at all.

Discuss the role any subcontractors would have in the delivery of the RFP’s Scope of Services. Discuss the proposed Bidder staffing plan, as well as maintaining that level of Bidder resources over the life of
Highway Work Permit #2014-10-37888. All Bidder replacement staff are subject to NYSDOT’s prior review and approval.

Describe your approach for performing all of the requested work, providing the requested services and accomplishing project and contract objectives as identified in this RFP. Describe the level of interaction contemplated between the Bidder’s Management Team and NYSDOT management.

C. Phase One Scope of Work

Provide a detailed, two-phased Scope of Work which describes by task what will be done for Phase One (Mound Removal and Site Preparation) as well as for Phase Two (Site Lease and Use of Land), and your proposed land use(s) for the Inwood Mound site. Fully explain each task, providing details which completely describe all actions and responsibilities of the lease parties involved. While certain land uses are restricted, NYSDOT wants to allow flexibility for the ideas, initiative and creativity of the Bidders. Recommendations to improve the site after Mound removal will be reviewed with interest within the framework of the stated RFP objectives and proposal evaluation construct.

4.3.4 PHASE TWO

A. Phase Two Organization, Staffing and Experience

The qualifications and experience of the selected Bidder and its proposed Lease participants are also of great importance to NYSDOT. Direct, prior and relevant experience is highly desirable, and a company with experience in site planning development of real estate is preferred. NYSDOT requires substantial relevant experience and expertise, and Bidders must demonstrate that experience through past and current project attestations and must provide reachable, verifiable references. Experience information should be provided for the proposed key personnel from all parties to the lease (including subleases).

Provide a list of references which demonstrate your firm’s relevant experience (Attachment 15). Indicate involved persons who are assigned to, or have worked on, such efforts. Also indicate the extent to which management personnel to be assigned to this project have previously worked as a team. Include names, titles, mailing addresses, e-mail addresses, and telephone numbers of client references. NYSDOT also reserves the right to contact additional references should those provided fail to adequately confirm a Bidder’s offered experience.

If subleasing is required, it is critical that the Bidder demonstrate RFP-relevant experience, and the Bidder must demonstrate a sound management plan to ensure subcontractors’ compliance with all Lease provisions. The Bidder is expected to provide reachable references to verify all offered experience. NYSDOT reserves the right to request information from any source so named, and further reserves the right to contact additional references (including appropriate references not specifically named by Bidders) to completely verify all offered experience as well as to request additional references. Failure to provide reachable and responsive references will lead to the downgrading of an Bidder’s experience score. NYSDOT reserves the right to request information from any source so named. NYSDOT also reserves the right to contact additional references should those provided fail to adequately confirm a Bidder’s offered experience.

B. Phase Two Approach

Describe your approach for preparing for, negotiating and performing under NYSDOT’s Lease #L03110R for Phase Two of the Inwood Mound Project (RFP Section 3). Bidder’s approach must ensure proper project planning, responsible land use development, meeting all applicable State and local legal requirements, responsible site use management, and end of lease provisions. Costs associated with a
Bidder’s full Phase 2 bid shall be included and described in detail. Discuss all assumptions used to derive cost and revenue sharing estimates over the full 40-year lease.

### 4.4 Part 2 – Phase Two Lease Payment Proposal Submittal

<table>
<thead>
<tr>
<th>Check</th>
<th>Part 2 - Lease Payment Submittal Checklist</th>
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</thead>
<tbody>
<tr>
<td>☐</td>
<td>Two (2) Printed, Bound hard copies plus MS Word/Excel compatible format</td>
</tr>
<tr>
<td>☐</td>
<td>Securely sealed and labeled with Bidder’s Name and: “Inwood Mound RFP Lease Payment Proposal”</td>
</tr>
<tr>
<td>☐</td>
<td>Required Lease Payment information - complete and submit Attachment 16 Lease Payment Proposal</td>
</tr>
<tr>
<td>☐</td>
<td>Name, title, address, email, and telephone number of person(s) with authority to negotiate, and who may be contacted during proposal evaluation</td>
</tr>
<tr>
<td>☐</td>
<td>Complete and submit Attachment 12 - sign both Sections II and III</td>
</tr>
</tbody>
</table>
| ☐     | Complete and submit the Attachment 13 Procurement Lobbying Law Compliance Forms (Offerer’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).  
  • These two forms are required with a Bidder’s RFP Response.  
  • Note: Failure to submit the completed PLL forms with your proposal will result in elimination from consideration for Bidder selection. |
| ☐     | Complete and submit all future RFP Modification Acknowledgement Forms as instructed |

Part 2 of the proposal consists of two sections: (1) a Lease Payment Section; and (2) the Other Proposal Information Section, which provides the required Bidder certifications and RFP administrative forms. At least one copy must contain original signatures. Lease Payment information is not to be included in the Part 1 submittal, and Technical and Management information is not to be included in Part 2 submittal.

#### 4.4.1 Lease Payment Section
Complete and submit Attachment 16: present your proposed all-inclusive, 40-year monthly lease payment schedule. The schedule can be for one or multiple blocks of time over the 40 year time period. A step-up lease will be considered.

#### 4.4.2 Other Proposal Information Section
The Bidder shall specifically state its acceptance of all Terms and Conditions of Lease L03110R (Attachment 11C) contained in this RFP by completing and submitting the Bidder Information and Certifications Form (Attachment 12), to indicate a Bidder’s acceptance of all of the terms and conditions contained in the RFP’s Highway Work Permit #2014-10-37888 and Lease #L03110R. Altering this form without the prior expressed written approval of the New York State Department of Transportation is prohibited and will lead to the proposal being deemed non-responsive and subsequently dismissed.

#### 4.5 Other Proposal Considerations

##### 4.5.1 Document Preparation
In order to promote uniformity of preparation and to facilitate review, Proposals must adhere to the following criteria:
• Proposals must be printed on standard 8½ by 11-inch white paper. Pages can be printed double-sided. 11X17 fold outs are allowed.

• Proposals must be organized in accordance with the format set forth in the RFP document.

• Proposals must be self-contained and should not reference web-links. Should web links be unavoidable, you must identify what specific information is being reference via the link and must detail the location/path instructions required to locate this specific information. Non-specific link information shall not be considered.

• Proposals should strive to consistently use 12 point font size. Smaller font sizes are allowed in footnotes or table headers but not the text itself.

• Illustrations that support the text must be simple and direct and be either sized to fit on 8 ½ by 11-inch paper or printed on 11 inch by 17 inch paper as long as the pages are folded to the 8½ by 11-inch size, and fold out from the non-bound edge. Illustrations must be reproducible in black and white without obscuring their distinctive information; photographs must be black and white.

• Proposals that make extensive use of color photographs or illustrations, or that include separate brochures and overly elaborate embellishments, are discouraged. NYSDOT may need to reproduce proposals for evaluation purposes and the benefit of color would be lost.

• A request for protecting confidential information must be on case-by-case basis (ie, specific information contained in your proposal). Labeling an entire proposal or sections ‘Confidential’ and/or ‘copyright protected’ is not allowed and may lead to early proposal dismissal.

4.5.2 Bidder Identification Number and SFS Vendor ID Number

If known at time of proposal submission, Bidder must reference its Consultant Identification Number (CIN) in Attachment 12. If an Bidder does not have a CIN and is selected, it will be required to obtain one through the following NYSDOT web site prior to negotiation:


Each Bidder must reference its SFS Vendor Identification Number in Attachment 12. If an Bidder does not have an SFS number and is selected, it will be required to obtain one through NYSDOT sponsorship.

5. PROPOSAL EVALUATION PROCESS

5.1 Evaluation of Proposals

NYSDOT Contract Management must receive all proposals at the designated address by 2:00 PM ET on the RFP’s proposal due date. **It is the sole responsibility of the Bidder to assure that its proposal is received on time.** NYSDOT Contract Management will pre-screen all proposals received on time. Late submissions shall not be considered. Proposals must contain all the information requested in this RFP to be considered complete, using the format outlined in RFP Section 4. Pre-screening will ensure that each Bidder has submitted all required proposal components. Failure to provide the proposal in this format may result in it being deemed non-responsive. NYSDOT may remove from consideration and not evaluate any proposal deemed non-responsive. Bidders whose proposals are deemed non-responsive will be notified, in writing, of their elimination.

Proposals passing pre-screening shall be evaluated using a Best Value Method using separate technical and Lease Payment evaluation criteria described below. Technical considerations are of greater importance than Lease
Payment considerations; however, the competiveness of proposed Lease Payments is a significant factor in NYSDOT’s evaluation of proposals.

Based on this RFP, proposal evaluation process rules, scales, definitions and instruments shall be internally defined and approved by NYSDOT prior to the receipt of proposals.

NYSDOT shall establish a Technical Evaluation Committee (TEC), which shall evaluate technical proposals using a best value method. Relevant NYSDOT subject matter experts (technical, program, and management) will staff the TEC. TEC members will be given technical proposals with instructions and scoring instruments. TEC members, working by them selves, shall compare each proposal against the RFP, measuring the degree of responsiveness to the RFP’s specifications and requirements. TEC members will document their findings and assign a numerical score for each of the RFP’s evaluation criteria using the predefined scoring scale with definitions.

Once all independent evaluations are complete, the TEC shall meet and discuss each proposal as a group. Scores may change as a result of group discussions and all reasons for score changes shall be documented. Clarification questions may be requested during the initial technical proposal evaluation stage. Should clarification questions arise, these shall be e-mailed to the applicable Bidder, who in turn shall be given a reasonable amount of time to reply. Clarification question replies shall be given to the TEC for additional consideration. Scores and findings may be changed as the result of the consideration of clarified material.

The TEC shall evaluate technical proposals using the following criteria (Reference check validations will assist to inform and validate experience considerations):

**PHASE 1 Best Value Proposal Evaluation (up to 100 Points):**

1. **Bidder Experience:** (Up to 50 Points)
   a. The extent and relevance of experience and reputation of the firm(s) (Up to 20 Points)
   b. Demonstrated general construction experience. (Up to 15 Points)
   c. Specific experience with Department’s construction requirements (Up to 15 Points)

2. **Experience of Proposed Management Team** (up to 20 Points)
   a. Quality of of experience and expertise and acceptableness of Project Manager. (Up to 10 Points)
   b. The proposed Management Team has demonstrated ability to properly manage the removal of the Inwood Mound and clear/prepare the site. (Up to 10 Points)

3. **Experience of Proposed Field Supervision Staff** (Up to 15 Points)
   a. The proposed Supervision Staff has demonstrated ability to oversee construction field operations consistent with those required to deliver Phase One of the Inwood Mound Project. (Up to 9 Points)
   b. The proposed Supervision Staff has demonstrated specific experience with Department’s construction requirements. (Up to 6 Points)

4. **Approach and Scope of Services** (Up to 15 Points)
   a. Quality of approach for accomplishing both phases of the Inwood Mound Project; quality of interaction with Department staff; ability to meet all project objectives. (Up to 8 Points)
   b. Completeness and quality of the proposed Scope of Services, which includes a organization plan, staffing plan and a support plan. (Up to 5 Points)
   c. Degree to which the proposed Approach and Scope of Services provided innovative ideas. (Up to 2 Points)
5. Cost of Phase 1: No Evaluation/ (No Points - Revenue Neutral)

PHASE 2 Best Value (up to 200 Points)

A. Phase 2 Technical Proposal Evaluation (up to 100 points):
   1. Bidder Experience: Quality, extent and relevance of firm and key personnel experience and expertise (Up to 40 Points)
   2. Lease Approach: Quality of approach (Up to 20 Points)
   3. Proposed Land Use: Acceptableness of proposed land use plan (Up to 40 Points)

B. PHASE 2 Lease Payment Proposal Evaluation (up to 100 Points):

   NYSDOT Contract Management shall evaluate Lease Payment proposals. All proposals passing pre-screening shall have their Phase Two Lease Payment Proposals evaluated. The Lease Payment portion of Phase Two will be point scored and will represent one-fifth of the total possible best value score for a Phase Two proposal. Clarification questions may be asked. Evaluation of Lease Payment Proposals shall be based upon an evaluation which compares the proposed Lease Payment dollar value (Attachment 16) against each other. The Bidder with the highest total proposed Lease Payment will receive a perfected Phase Two Lease Payment score of 100 points. All other lower offered total Lease Payments will receive a proportionate lower Lease Payment score based on the relation to the lowest offered total Lease Payment.

   Bidders may be requested in writing to clarify and/or confirm aspects of their Lease Payment proposal. Bidders are required to respond to these requests in writing. Any changes or adjustments to a Bidder’s Lease Payment proposal shall be brought to that firm’s attention, in writing.

   Bidders responding to this RFP are not allowed to change their technical proposal after proposal submission (questions are encouraged prior to proposal submission). However, Bidders may be requested to clarify any Phase One and/or any Phase Two issues or to provide additional insights into their proposal through written clarifications. If written clarifications are required to complete the technical evaluation of proposals, evaluators will be allowed to revise their technical scores based on this additional information.

   After completion of all possible evaluation and scoring, an initial best value scores shall be generated to determine which proposals are mathematically susceptible to being selected: A Bidder’s Phase One best value score shall be added to their Phase Two best value score to generate the Bidders initial overall best value score. Initial Best Value results are subject to NYSDOT’s best and final offer request.

5.2 Best and Final Offer (Optional) and Proposal Withdrawal/Dismissal

   NYSDOT reserves the right to request best and final offers from Bidders that are determined to be susceptible for selection. Best and final offers may be requested after initial overall Best Value scores are calculated. Should NYSDOT opt to request best and final offers, it reserves the right to re-score technical and Lease Payment proposals while considering any best and final offer information. Further, NYSDOT reserves the right to re-score technical and Lease Payment proposals should a Bidder either withdraw from this solicitation or be deemed non-responsive after initial evaluation and any time during the proposal evaluation process.

5.3 Proposal Score Perfection

   At the end of all possible proposal evaluation:

   • Written Phase One technical proposals will receive a final perfected Technical score that will be weighted such that the highest raw average technical proposal score will be assigned a max score of 100 points
Phase One best value score (with all other proposals shall receive proportionately lower perfected technical scores). NYSDOT expects Phase One to be revenue neutral (thus no cost evaluation).

- Written Phase Two technical proposals will receive a final perfected Technical score that will be weighted such that the highest raw average technical proposal score will be assigned a max score of 100 points toward the final best value score. The highest proposed total Lease Payment shall be assigned a perfected cost score of 100 points (with all other proposals shall receive proportionately lower perfected technical and cost scores). Phase Two technical and cost scores shall be combined to generate a total Phase Two score.

Phase One and Phase Two scores shall be added together to generate a proposals final Best Value score. The proposal with the highest final Best value score shall be recommended for Bidder selection.

5.4 Bidder Selection Recommendation

Each Bidder’s final Best Value score will be calculated by adding its total perfected written technical proposal score and its perfected Lease Payment proposal score. NYSDOT will then rank Bidders in descending order of final Best Value score. The results of the proposal evaluation process shall be documented by NYSDOT Contract Management. This report along with a Bidder selection recommendation shall be forwarded to NYSDOT Executive Management for approval. The designation will be publicly announced on NYSDOT’s website.

A tentative Bidder selection shall be made to the Bidder whose proposal receives the highest total final Best Value score after considering all technical and Lease Payment evaluation factors. Note: In the event two or more proposals are found to be “substantially equivalent”, NYSDOT reserves the right to select the Bidder under the terms of State Finance Law Section 163 (10)(a). Any ‘ties’ shall be decided by the substantially equivalent rule contained in the approved evaluation process document.

The appropriate NYSDOT executive will approve the results of the proposal evaluation process and designate the selected Bidder subject to vendor responsibility review.

Bidder selection shall be made to the responsive and responsible Bidder whose proposal receives the highest total Best Value score after considering all Technical and Lease Payment evaluation factors.

At the conclusion of the evaluation period, an announcement of NYSDOT’s designation(s) will be posted the ‘Consulting Services’ listing on the NYSDOT’s Web site via: https://www.dot.ny.gov/business select ‘Consulting Service Opportunities’. All Bidders will be notified in writing regarding the results from the solicitation, pending completion of the evaluation process. All non-designated Bidders will be offered an opportunity to attend a debriefing.

After designation of the selected Bidder, NYSDOT will review the Highway Work Permit application submitted by the selected Bidder and once approved work shall begin. Upon successful completion of the Highway Work Permit and removal of the Mound, the subject Lease L03110R is subject to approval by NYSDOT, the Attorney General and the Office of the State Comptroller and is not binding until such approval is received.

It is expressly understood that this RFP does not commit NYSDOT to select a Bidder, approve a Highway Work Permit application or Lease #L03110R or to reimburse a Bidder for any cost incurred during preparation of proposals. Further, NYSDOT shall have no obligation or liability whatsoever to the Bidder selected as a result of this solicitation unless and until a Highway Work permit and Lease satisfactory to NYSDOT is approved and executed by the Bidder and all necessary State officials.

5.5 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

6. **ADMINISTRATIVE SPECIFICATIONS**

6.1 Tentative Schedule of Key Events

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Timeline</th>
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<tbody>
<tr>
<td>NYS Contract Reporter Announcement</td>
<td>December 16, 2013</td>
</tr>
<tr>
<td>RFP Release Date</td>
<td>December 16, 2013</td>
</tr>
<tr>
<td>Webinar (Optional)</td>
<td>December 19, 2013: (contingent upon demand)</td>
</tr>
<tr>
<td>Question Submittal Deadline</td>
<td>January 2, 2014 COB</td>
</tr>
<tr>
<td>Question Response Deadline</td>
<td>January 9, 2014</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>January 23, 2014 @ 2:00 PM ET</td>
</tr>
<tr>
<td>Proposal Evaluation Begins</td>
<td>January 2014</td>
</tr>
<tr>
<td>Bidder Selection</td>
<td>March 2014</td>
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</tbody>
</table>

6.2 Proposal Submission

The proposal must be submitted and shipped to:

Al Hasenkopf, Contract Management Bureau  
New York State Department of Transportation  
50 Wolf Road, 6th Floor  
Albany, New York 12232  
Attention: Inwood Mound RFP

6.3 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 Bidder covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. NYSDOT asserts the prerogative with regard to proposals submitted:

1. To accept or reject any or all proposals;

2. To correct any arithmetic errors in any or all proposals;

3. To change the proposal’s due date upon appropriate notification to interested Bidders;

4. To eliminate any mandatory RFP specification unmet by all Bidders in the evaluation of received proposals;

5. To adopt any or all of a successful Bidder’s proposal;

6. To negotiate modifications to the Highway Work Permit scope, Lease Payment payment schedule and total Lease cost, and other terms and conditions with the selected Bidder prior to selection only if it is in the best interest of the state to do so;

7. To disqualify a Bidder from being selected if such Bidder, or anyone in the Bidder’s employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;
8. To revise/amend any provision of this RFP by written notification to Bidders, prior to proposal submission;

9. To eliminate any requirement that is found to be unmet by all Bidders;

10. To make inquiries, by means it may choose, into the Bidder’s background or statements made in the proposal to determine the truth and accuracy of all statements made therein;

11. To select the Bidder whose proposal represents the best value to NYSDOT;

12. Should NYSDOT determine that the negotiations with the selected Bidder will not result in a contract, to begin contract negotiations with the next-best-value Bidder’s responsive to this RFP without again requesting proposals;

13. If NYSDOT terminates the Highway Work Permit without again requesting proposals, to begin negotiations with the next-best-value Bidder.

14. If during excavation and pile removal activities potentially hazardous and/or contaminated materials are discovered, NYSDOT reserves the right to order the selected Bidder to stop all activities and, after coordination with NYSDEC, may either (a) determine the most appropriate method to safely remove the suspect materials and continue with the Highway Work Permit, or (b) terminate the Highway Work Permit.

6.4 Affirmative Action Goals

NYSDOT desires to foster and promote the participation of disadvantaged, minority and women-owned business enterprises in its contracting program. Accordingly, such enterprises are encouraged to consider submitting proposals in response to this solicitation and should be encouraged by other Bidders to submit subcontract proposals for those portions which may be performed by subcontract.

6.5 Inquiries and Information

All questions concerning this solicitation must be directed only to Mr. Al Hasenkopf. The last date to submit questions for this solicitation is indicated in Section 6.7, Schedule of Key Events (below). All inquiries should be addressed to:

Al Hasenkopf, Contract Management Bureau
New York State Department of Transportation
50 Wolf Road, 6th Floor
Albany, New York  12232
E-Mail: alfred.hasenkopf@dot.ny.gov  Subject: Inwood Mound
Fax: 518-457-8475

Responses to all questions of a substantive nature, as well as copies of the questions, will be posted to NYSDOT’s website under this solicitation.

6.6 Information Items for Selected Bidder

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

Vendor Responsibility

- The selected Bidder will need to go to the following NYSDOT Web site  
  (https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions) to review the vendor responsibility questionnaire. The selected Bidder will be required to submit a completed questionnaire within 10 days of being notified of selection.  
  If you are a successful Bidder, 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

- All 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:
  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)

Insurance Requirements of this Project

- Please carefully read the terms and conditions of the Highway Work Permit (Attachments 11A and 11B) and Lease (Attachment 11C) of this RFP. Your attention is drawn to the insurance requirements for this Project that are contained in the respective legal documents. These insurances are mandatory for the Bidder selected as a result of this solicitation and will not be waived.

Registration with NYSDOT

- All Bidders entering into contracts with the New York State Department of Transportation (NYSDOT) whether as prime consultants, joint venture partners or subconsultants, are required to electronically register their firm using NYSDOT’s Consultant Selection System web application (CSSWeb). All Bidders entering into NYSDOT agreements are required to create and register an account to: 1) Create and assign Consultant Identification Numbers (CINs) for each office registered by the Bidder; and 2) Provide general Bidder information including, but not limited to: legal Bidder name; Federal Identification Number (FEIN); ownership type; DBE, MBE and/or WBE status; Bidder principals; and office(s) address information. All Bidders 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 Bidders are responsible for verifying and updating their registration information for the duration of the agreement.

Bidder Registration instructions are available at:

or via:

Bidder Registration begins at:  https://www.dot.ny.gov/main/business-center/consultants/css-web

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

Registration with Statewide Financial System (SFS)

- Should this solicitation lead to a designation, the Bidder shall 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 Bidder 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 Bidder name specific. Since many Bidders have different variations of
their business identities, Bidders will be required to register in the name of the business entity that NYSDOT is doing business with.
7.0 ATTACHMENTS

1. Location Map
2. 2: Erosion Control Map
   2A: Erosion Control Note
3. Dust Control Note
4. NYSDEC Letters
5. Restoration Note
6. Permit Request
7. Grading Line Map
8. Appendix A NYS Standard Clauses
9. Encountering Hazardous or Contaminated Material Note
10. Location of DEC Borings – Inwood Mound
11. 11A: Highway Work Permit #2014-10-37888
    11B: Major Construction Inspection Requirements Agreements with Permittee for Highway Work Permits
    11C: Lease #L03110R
12. Bidder Information and Certification Form
13. Procurement Lobbying Law Compliance
14. Company Experience and Company References
15. Management/Supervision Experience and References
16. Lease Payment Proposal
17. Bidder’s Responsibility When Proposing Former NYSDOT Employees

Please Access Attachments 1 through 10 by going to NYSDOT’s Website, https://www.dot.ny.gov/business and click on ‘Consultant Service Opportunities’ then click on ‘Opportunities’ then click on the DATE associated with L031105 RFP. The RFP is a MicroSoft Word document while the separate attachments are Adobe PDF files. The rest of the RFP’s attachments follow.
ATTACHMENT 11A

HIGHWAY WORK PERMIT #2014-10-37888

- All work to be done in accordance with to NYSDOT Standard Specifications, Standard Sheets, Item Numbers and Details.

- HWP link: https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/traffic-operations-section/highway-permits

- OS/OW permitting: https://www.dot.ny.gov/nypermits

- Major Construction Inspection Requirements Agreement With Permittee For Highway Work Permits - both copies notarized – see Attachment 10B

- Perm 33: https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/repository/perm33.pdf

- Perm 50: https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/repository/PERM%2050%20(10_10).pdf

- Perm 17: https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/repository/PERM%2017_Edit.pdf

- Perm 44: https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/repository/PERM%2044%20(9-10).pdf


MAJOR CONSTRUCTION INSPECTION REQUIREMENTS AGREEMENT WITH PERMITTEE FOR HIGHWAY WORK PERMITS

Permit No.: ___________________________ Date Issued: ___________________________

Permittee’s Name: __________________________________________________________________

Address: ____________________________ Town: ___________ State: ______ Zip Code: ______

State Highway Number: _______________ Location of Work: ___________________________

Permit work has been assigned to our Construction Group, contact number (631) 952-7950. All work to be coordinated with the State Engineer-in-Charge assigned to your project. A pre-construction meeting with the State EIC is required prior to the start of any work.

As part of New York State requirements concerning Permit Inspection of major projects being done within the State Right-of-Way, the permittee shall secure the services of a reputable consultant or engineering firm (approval required by New York State Department of Transportation Construction Group) to perform the inspection of permitted work. The consultant or engineering firm doing the inspection will be responsible to the New York State Department of Transportation’s Engineer-in-Charge that has been assigned to oversee the work performed under the issued permit.

The permittee will be responsible for all phases of work even though sub-contractors are secured to perform certain phases of the permitted work. Changes to approved plans must be submitted to the Permit Department for approval prior to the start of this work.

All work is to be done in accordance with the New York State Specifications or as indicated by the Engineer-in-Charge. The permittee will be responsible for the Maintenance and Protection of Traffic for the duration of the permitted work.

When utility permits, or other permits associated to the work being performed under this permit, are issued. It shall be the responsibility of the permittee under this permit to ensure that the approved consultant or engineer firm be on site to inspect this work. This permittee will be responsible for all inspection costs associated with this other work.
The permittee will be required to complete all phases of permitted work to the Department of Transportation’s satisfaction prior to the acceptance of the work. The permittee will be responsible to maintain the work until the final acceptance of the permit. The permittee will be responsible for all costs resulting from time spent on site by the State Engineer-in-Charge.

Any dedications which may be requested by the State of New York shall be completed with our Real Estate Group prior to the issuance of a State Highway Work Permit.

We, the undersigned permittee, accept all conditions indicated above and will perform all work as indicated on the issued permit. This document may be amended by the Department of Transportation to include any changes which may be necessary to complete this work in a manner which will be acceptable to the State of New York.

Signature of Permittee:____________________________ Title __________________________

Name of Company________________________ Date Signed: __________________________

Notarized by: ________________________________ Date: _____________

Name of Consultant Performing Inspection:_______________________________

Address:__________________________________________________________

Contact Person: ____________________________ Phone No. ________________
Attachment 11C

LEASE FOR STATE-OWNED LAND, NYSDOT

Inwood Mound Project (Phase Two)
Lease #L03110R
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL ESTATE DIVISION
LEASE FOR USE OF STATE-OWNED PROPERTY

P.I.N. 0052.00.201
Inventory No. N/A
Account No. 02345

Property Location: Southwesterly side of Nassau Expressway between Rockaway Turnpike and Peninsula Boulevard Extension (Incinerator Road- Bay Boulevard); being a 278,007.3 ± Square Feet (6.38± acres) parcel shown and described on the 'Description and Map of the Subject Property' attached to and incorporated in this Lease as Exhibit A.

County: Nassau
Town: Hempstead
City/Village: Inwood

THIS LEASE, made this day of , 201__

Leasee:
Address:

City, State, Zip Code

hereinafter referred to as "Lessee," and the COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the State,"

WITNESSETH:

WHEREAS, the State is the owner of the above identified property; and
WHEREAS, the Lessee wishes to use, occupy and have exclusive possession and control of said property; and
WHEREAS, the Lessee has successfully completed the removal of debris located on the leased premises to the State’s satisfaction pursuant to Highway Work Permit #2014-10-37888.

NOW, THEREFORE, the State hereby grants this lease to the Lessee, subject to the following covenants and conditions:

1. The State hereby leases property on the southwesterly side of Nassau Expressway between Rockaway Turnpike and Peninsula Boulevard Extension (Incinerator Road- Bay Boulevard) and being a 278,007.3 ± Square Feet (6.38± acres) parcel shown and further described on the 'Description and Map of the Subject Property' attached to and incorporated in this Lease as Exhibit A. The premises shall be used only for the purposes stated in the Lessee’s RFP dated XXXX and incorporated in this lease as Exhibit B and will be subject to the site’s current zoning.

2. The term of this lease shall be for forty years and shall commence on _____Date_____. There will be no extension of the term.

3. The Fee to be charged for use of the premises shall be pursuant to the rent schedule in Exhibit C.

4. Payment of fee is due on the first of the month unless otherwise stated. Fee must be paid by check, bank cashier's check or money order payable to "Department of Transportation" and mailed or delivered to:

   New York State Department of Transportation
   Revenue Section, POD 52
   50 Wolf Road
   Albany, New York 12232

5. The Lessee understands and agrees that if the full amount of the rent as stated herein is not paid within thirty days from the date billed as indicated on the billing invoice, interest penalties and collection fees will be imposed under the provisions of Chapter 55 of the Laws of 1992.
6. It is expressly understood and agreed that if there is a violation of or default on payment of rent and it remains uncured for five (5) days after the service of such Notice to Cure or if said default is as to any other provision of the lease including, but not limited to using the property for any use other than “additional retail store customer parking area under local zoning ordinances and for no other purpose” and it remains uncured for fifteen (15) days after such service of the Notice to Cure, the State may at anytime thereafter terminate this lease and the term hereof, on giving to the lessee five days notice in writing of the State’s intention to do so, and this lease and the term hereof shall expire and come to an end at midnight on the fifth day following the day upon which such Notice shall have been given as if said date was the date originally fixed in this lease for the expiration of the term hereof.

7. The State shall have the right to terminate the lease as to all or any portion of the property which the Commissioner of Transportation deems necessary for purposes connected with the highway system of the State, such termination to be by six (6) month written notice to the Lessee. If the lease is terminated as to a portion of the property as provided in this paragraph 6, the rent will be reduced in proportion to the number of square feet in such portion.

8. If this lease is terminated for any reason, whether as to all or a portion of the property, the Lessee shall not be entitled to any compensation for any improvements located on the property or for any leasehold interests which may be associated with the property. The Lessee must remove at its own expense any and all improvements made on the property at the termination of the lease term and the property restored to a condition satisfactory to the State. If said improvements are not removed at the termination of the lease term, they will be so removed by the State and the Lessee billed for any expenses incurred.

9. Lessee, at the Lessee’s expense and for the term of the lease, shall furnish and show evidence of General Liability Insurance coverage issued by an insurance carrier licensed to do business in the State of New York for the protection of the State of New York and Lessee against any claims, suits, demands or judgments by reason of bodily injury, including death, and for any claims resulting in property damage occurring on or in proximity to the leased area. Such General Liability Insurance shall be in the amount no less than $2,000,000.00 (combined property damage and/or bodily injury, including death) single limit per occurrence, and shall name the People of the State of New York as an additional insured. The State reserves the right to increase the amount of coverage at its sole discretion. The Lessee will furnish the State with a certificate of insurance, with a (30) thirty day(s) prior written notice of any cancellation or major change in the policy conditions. The lease shall be voided if insurance is canceled, modified or lapses. Approval of this lease shall be contingent upon receipt, by the State, of a copy of a properly executed insurance certificate.

10. Lessee is responsible for any repairs, improvements or maintenance work of any kind on the property at Lessee’s expense. The State may, at any time, periodically inspect the premises to determine whether same is in good repair and maintenance, structurally sound, and that no unsafe, hazardous, unsanitary, or defective conditions exist. Lessee hereby agrees to admit State representatives and prospective purchasers or Lessees to examine the property during reasonable business hours.

11. Lessee shall not place or store, or allow others to place or store, any flammable, explosive hazardous, toxic or corrosive materials, debris of any description, garbage or any materials commonly referred to as “junk” within the leased area, except fuel kept in the fuel tanks of legally parked vehicles allowed under the terms of this lease. The Lessee is responsible for the removal of these materials and/or all expenses incurred in their removal.

12. All arrangements of services for utilities, removal of garbage, rubbish, litter, snow and ice will be made by the Lessee at the Lessee’s expense, unless hereafter specified. The State shall have no responsibility to provide any services not specifically set forth in writing herein.

13. Lessee is responsible to maintain the occupancy in compliance with any and all applicable local, State, and Federal laws, ordinances, codes, rules and regulations affecting the use of the property. Lessee shall not conduct or allow any use or activity on the premises inconsistent with law and shall not conduct or allow any use or activity on the premises which may require a permit or other approval by a government agency without having lawfully obtained such permit or approval.

14. Lessee shall not sublet the premises nor assign or transfer the lease to any other parties in part or in whole without the prior written consent of the State.

15. It is understood and agreed by and between the parties that the Lessee and/or any Sublessee will not be entitled to any relocation benefits provided under State and Federal law.
16. Lessee agrees and understands that the State is under no obligation to sell the property to the Lessee and that no commitment, express or implied, is made by the State to give the Lessee any preemptive right of purchase. If the property is sold during the initial lease period, it is sold subject to this lease.

17. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Neither shall the Lessee discriminate in the use of this premises or any access thereto if such premises is used as a public accommodation or in connection with a public service.

18. Lessee hereby agrees to indemnify and save harmless the State from any claim or loss including legal expenses by reason of the use or misuse of the premises under this lease and/or from any claim or loss by reason of any accident or damage to any person or property being on said premises, caused by the Lessee, its employees, agents or invitees.

19. All work or proposed work requires a Highway Work Permit. If any proposed improvements are to be made on the property, a written request must be submitted to the Region 10 - Regional Real Estate Office for review and approval before any improvement may be added. Such approval shall not be unreasonably withheld or delayed provided NYSDOT deems the improvements to be consistent with the stated and accepted land use as stated in the selected Bidder’s response to the RFP. The Lessee may be required to (as may be necessary) complete and or obtain:

- **Highway Work Permit Application for Non-Utility Work** at
  https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/repository/perm33.pdf

- **Certificate of Insurance for Highway Work Permit** at
  https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/repository/PERM%202017.pdf

- **Surety Bond (Performance)** at
  https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/repository/PERM%2044%20(9-10).pdf

In addition to completing these NYSDOT Traffic & Safety forms:

- page 5 of the **Perm 33** application
- The Permittee's insurance carrier will fill out the **Perm 17** for protective liability insurance
- The Permittee's bonding company provide **Performance Bond Perm 44e** in the amount of $100,000.

20. The State shall have no responsibility whatever for the loss or destruction of any improvements made by the Lessee or for personal property stored or being used on the premises.

21. The Lessee agrees not to post or affix any signs on or outside of the property without prior written approval of the Property Manager of the Region 10 - Regional Real Estate Office, such approval not to be unreasonably withheld.

22. After clearance of the Site, no living tree(s) shall be removed from the property without prior approval from NYSDOT and applicable local Town or Zoning municipality.

23. Lessee is responsible for keeping the property secure from any unauthorized use. At the conclusion of the occupancy, the Lessee agrees to surrender any and all keys and copies thereof, if any, to the State.

24. If any of the provisions of this lease are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this lease are severable.

25. 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:

The State at:
Michael Librizzi, Real Estate Officer 3
Office of Right of Way, Room 6A10
250 Veterans Memorial Highway
Hauppauge, N.Y. 11788
or
Clifford Winter, Real Estate Officer 1
Office of Right of Way, Room 6A10
250 Veterans Memorial Highway
Hauppauge, N.Y. 11788
Office: 631-952-6089
Fax: 631-952-7934

The Lessee at:
Contact: _____________________
Address: _____________________
Office: _____________________
Fax: _____________________
E-Mail: _____________________

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, upon receipt.

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.

26. This lease shall constitute the entire Agreement made between the parties and cannot be changed orally.

27. This Lease, Appendix A, Required Clauses for all New York State Contracts, and Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act), Appendix 2, Iran Divestment Act, and Appendix 3 Responsibility Provisions attached hereto and made a part hereof, shall bind the successors, assigns, and representatives of the parties hereto.

**ACCEPTANCE:**

In consideration of the granting of this lease, the undersigned accepts all of the above terms, conditions and provisions.

[Leasee]

Soc. Sec. No. ________________  Signed: _____________________
Fed. I.D. No. ________________  Signed: _____________________

By: _____________________

Its: _____________________

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FOR INDIVIDUAL ACKNOWLEDGMENTS

On the _____ day of ____________, 201__, before me, personally came 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)

FOR CORPORATION ACKNOWLEDGMENTS

On the _____ day of ____________, 201__, before me, personally came 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)

FOR PARTNERSHIP ACKNOWLEDGEMENTS

On the _____ day of ____________, 201__, before me, personally came 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)

RECOMMENDED: _____________________________ Date: __________________________
Real Estate Officer 3
APPROVED: Commissioner of Transportation
for the People of The State of New York

By: ________________________________ Date: ____________________________
Director, Real Estate Division

APPROVED:

By: ________________________________ Date: ____________________________
Attorney General’s Approval
(for the Attorney General)

APPROVED:

By: ________________________________ Date: ____________________________
State Comptroller’s Approval
(for the State Comptroller pursuant to Section 112 State Finance Law)

(Addendum to Lease of State-Owned Property)

Lessee certifies that all information provided to the Agency with respect to Executive Order Number 127 is complete, true and accurate.

Contract Number ____________________

Lessee Certification: I certify that all information provided to the Agency with respect to Executive Order Number 127 is complete, true and accurate.

By: ________________________________ Date: ____________________________
Name: ______________________________
Title: ________________________________

Lessee: ________________________________
Address: ________________________________
 ______________________________________

Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: ________________________________ Date: ____________________________
Name: ______________________________
Title: ________________________________

Approved:

Attorney Generals Signature: Thomas P. DiNapoli, Comptroller

By: ________________________________ By: ________________________________
Date: ____________________________ Date: ____________________________
EXHIBIT A

Description and Map of the Parcel

Beginning at the point of compound curvature on the northeasterly side of lot 1145 of the "Map of Rason Road Development Area", filed in the Nassau County Clerks Office, March 12, 1980, Case number 8820. Said point being at the southeasterly end of a curve with a radius of 40.00' and a length of 83.16'. Thence S 54° 59' 30" E a length of 62.45' to a point; thence S 43° 54' 44" E a length of 216.77' to a point; thence S 32° 16' 41" W a length of 285.27' to a point; thence S 31° 30' 51" E a length of 501.53' to a point; thence S 53° 36' 16" W a length of 392.91' to a point; thence along the arc of a curve, bearing to the left having a radius of 1,966.00' and a length of 458.99' to a point; thence N 22° 02' 02" W a length of 137.34' to a point; thence along the arc of a curve, bearing to the right having a radius of 333.00' and a length of 395.99' to a point; thence N 46° 05' 38" E a length of 91.81' to a point; thence along the arc of a curve, bearing to the left having a radius of 113.00' and a length of 105.98' to the POINT OF BEGINNING.

The above described parcel contains 278,007.3 ± Square Feet (6.38 ± acres).

Access will be allowed only from Bay Blvd.
EXHIBIT C

RENT SCHEDULE

(TO BE INSERTED)
APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
Email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
Telephone: 212-803-2414
Email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

Updated December 2012
APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the 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, 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 subcontractor 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.
APPENDIX 2

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) Section 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 Section 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.
APPENDIX 3

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.

--- END OF LEASE L03110R ---
RFP Attachment 12

BIDDER INFORMATION AND CERTIFICATIONS

(Please submit this with your Part 2: Cost Proposal)

PROJECT NUMBER:  HWP #2014-10-37888 & LEASE #R03110L
PROJECT TITLE:  Inwood Mound Project (Phases One and Two)

I. BIDDER INFORMATION

BIDDER NAME: ______________________________________________________________

ADDRESS:_________________________________________________________________

CITY:______________________________  STATE: ____________

ZIP CODE:  __ __ __ __ - __ __ __ __

TELEPHONE : (_____) _____ - __________   FAX: (_____) _____ - __________

E-MAIL ADDRESS: _________________________________________________________

CONTACT PERSON: _______________________________________________________

Bidder’s Federal Identification Number (FIN):________________________

Bidder’s NYSDOT Consultant Identification Number (CIN):____________________

Bidder’s New York State SFS Vendor Identification Number:_________________

Please indicate below the name, title, address, and telephone/fax numbers of the person who prepared this proposal, as well as any other individual(s) with authority to negotiate and contractually bind the Bidder 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. BIDDER CERTIFICATIONS

By signing below, I, _______________________________, authorized individual
(Name)
of _______________________________ make the following
(Bidder)
certifications regarding the subject proposal:

- 365-Day Offer: This proposal is a firm offer for a 365-day (or more) period from the date of submission.
- The Bidder has read and will follow the procedure outlined in Attachment 16 if it proposes the services of a former NYSDOT employee(s).
- Vendor Responsibility: If selected, the Bidder 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.nysdot.gov/main/business-center/consultants/forms-publications-and-instructions)
- ST-220: If selected, the Bidder 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:
  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)
- The Bidder is in compliance with the requirements of the Omnibus Procurement Act as described in in APPENDIX A which is found in the Highway Work Permit and Lease attached to this RFP.

Signature: ______________________________________________

III. ACCEPTANCE OF HWP #2014-10-37888 AND LEASE #L03110R

By signing below, I, _______________________________, authorized individual
(Name)
of _______________________________ hereby certify that I have read and
(Bidder)
accept all terms and conditions contained in HWP #2014-10-37888 which is included as Attachments 11A and 11B to this RFP and accept all terms and conditions contained in Lease #L03110R including Appendix A which is included as Attachment 11C to this RFP.

Signature: ______________________________________________
(Name of Acceptor)
RFP Attachment 13

Procurement Lobbying Law Compliance

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

2. **NYSDOT Guidelines and Procedures**
   Under the requirements of the State Procurement Act all communications regarding advertised projects are to be channeled through NYSDOT Contract Management Bureau (*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 NYSDOT determines an impermissible contact was made, that Bidder cannot be selected. A second violation would lead to a four year bar on the award of public contracts to the Bidder.

   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 Bidders 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, Bidder person works for, address of employer, telephone number, occupation, Bidder they are representing, and whether owner, employee, retained by or designated by the Bidder 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 Bidder. The staff noted above as well as the project manager and consultant manager are considered designated contact persons. NYSDOT 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/ (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: Al Hasenkopf of NYSDOT Contract Management, 50 Wolf Rd, 6th Fl., Albany, New York 12232
E-mail: Alfred.Hasenkopf@dot.ny.gov
Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Bidder 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. ____ HIGHWAY WORK PERMIT #____ & LEASE #L03110R

By: _______________________________ Date: ____________________________

Name: ________________________________

Title: ________________________________

Contractor Name: ________________________________

Contractor Address: ____________________________________________________

_____________________________________________________________________

_____________________________________________________________________

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Offeror 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: ___________________ HIGHWAY WORK PERMIT #2014-10-37888 & LEASE #L03110R

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)

   Bidder certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.
   By: ___________________________ Date: ___________________________
   Signature
   Name: ___________________________
   Title: ___________________________
RFP Attachment 14

Bidder Experience and Company References

BIDDER EXPERIENCE:
- Provide relevant experience on separate pages.
- Two page limit – no smaller than 11 point font for text.

COMPANY (Bidder) REFERENCES:
- Provide at least three Company references.
- Use below form. Fill one out for each Company reference (fill in number blank – ie, ‘Company Reference #1; Company Reference #2, etc.)
- Form is expandable – be concise.
- Reference check evaluation criteria provided below

<table>
<thead>
<tr>
<th>Company Reference Number:</th>
<th>#_____</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name:</td>
<td></td>
</tr>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
<tr>
<td>Project Cost (total $):</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title of Contact:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address &amp; Telephone Number:</td>
<td>Provide a brief description of a recent relevant project for which they are serving to reference:</td>
</tr>
</tbody>
</table>

Reference Evaluation Criteria:
Describe the nature of the project and the work that this Bidder performed for you.
What was the size of the effort (budget, duration, etc)?
Was the work completed within budget?
Did the Bidder meet expected timeframes and deliverable deadlines?
Was the Bidder able to adapt to obstacles on the project?
Was there continuity with the project staff proposed and assigned to the planning and execution phases of the project?
How well did the Bidder staff respond to your needs?
How pleased are you with the work the Bidder has performed/is performing for you?
Would you contract with this Bidder again?

SUBCONTRACTOR REFERENCES:
- Provide at least two Subcontractor references.
- Use below form. Fill one out for each Subcontractor reference (fill in number blank – ie, ‘Subcontractor Reference #1; Subcontractor Reference #2, etc.)
- Form is expandable – be concise.
- Reference check evaluation criteria provided below

<table>
<thead>
<tr>
<th>Subcontractor Reference Number:</th>
<th>#_______</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name:</td>
<td></td>
</tr>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
<tr>
<td>Project Cost (total $):</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title of Contact:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address &amp; Telephone Number:</td>
<td></td>
</tr>
</tbody>
</table>

Provide a brief description of a recent relevant project for which they are serving to reference:

Reference Evaluation Criteria:

Describe the nature of the project and the work that this Bidder performed for you.

What was the size of the effort (budget, duration, etc)?

Was the work completed within budget?

Did the Bidder meet expected timeframes and deliverable deadlines?

Was the Bidder able to adapt to obstacles on the project?

Was there continuity with the project staff proposed and assigned to the planning and execution phases of the project?

How well did the Bidder staff respond to your needs?

How pleased are you with the work the Bidder has performed/is performing for you?

Would you contract with this Bidder again?
RFP Attachment 15
Management/Field Supervision Experience & References

Bidder Management Team Personnel Experience and Resumes:
- Complete a profile form for each proposed Bidder Management Team personnel.
- One form is provided below. Use additional pages as needed.

<table>
<thead>
<tr>
<th>Staff Name and Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Associations, Degrees, and Certifications:</td>
</tr>
<tr>
<td>Number of Years of Relevant Experience in the Proposed Project Role:</td>
</tr>
<tr>
<td>Description of Relevant Experience:</td>
</tr>
</tbody>
</table>

Bidder Management Team Personnel References:
- Provide two per proposed Bidder staff person.
- Can cite more than one project – work needs to be relevant to the RFP.
- Use below form, one for each (fill in number blank – ie, ‘Staff Reference #1; Staff Reference #2, etc.)
- Form is expandable – be concise.
- Reference check evaluation criteria provided below

<table>
<thead>
<tr>
<th>Staff reference Number:</th>
<th>#_____</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name (Reference Company):</td>
<td></td>
</tr>
<tr>
<td>Reference Main Line of Business:</td>
<td></td>
</tr>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title of Contact:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address &amp; Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Provide a Brief Description of Recent, Relevant Project for which they are Serving to Reference</td>
<td></td>
</tr>
</tbody>
</table>

Staff Reference Check Evaluation Criteria:

Describe the nature of the project and the work that this staff member performed for you.

How would you rate the staff member's experience and qualifications?

How well did the staff member respond to your needs?

How pleased are you with the work the staff member has performed/is performing for you?

Would you contract with this staff member again?
RFP Attachment 16
Lease Payment Proposal

Present your proposed total 40-year lease payment dollar value here: ……………………. $ _____________

Lease payment to NYSDOT shall be monthly over the lease’s 40 year term, include all costs associated with the 40-year lease under Lease #L03110R, and shall increase in accordance with the fee schedule set forth below. NYSDOT shall allow Bidders to propose a different fee per year and per month based upon their RFP response approach, business plans and assumptions. Use the following monthly fee schedule as appropriate. For proposal preparation purposes, assume the lease starts on the first day of the month of June and ends on the 31st day of May.

<table>
<thead>
<tr>
<th>PERIOD</th>
<th>FEE PER MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>2nd year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>3rd year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>4th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>5th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>6th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>7th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>8th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>9th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>10th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>11th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>12th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
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<tr>
<td>13th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
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<tr>
<td>14th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
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<tr>
<td>15th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>16th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>17th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>18th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>19th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>20th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>21st year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>22nd year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>23rd year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>24th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
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<tr>
<td>25th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
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<tr>
<td>26th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
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<tr>
<td>27th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
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<tr>
<td>28th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
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<tr>
<td>29th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>30th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>31st year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>32nd year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>33rd year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>34th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>35th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>36th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>37th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>38th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>39th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
<tr>
<td>40th year: June 1, xxxx – May 31, xxxx</td>
<td>$ x,xxx.00</td>
</tr>
</tbody>
</table>

NOTES: 1. Fee during any lease year may vary from month to month. Should a Bidder opt to use this flexibility, expand the above schedule to indicate the various monthly fee payment within each applicable lease year.
Payment of fee is due on the first of the month unless otherwise stated. Fee must be paid by check, bank cashier's check or money order payable to "Department of Transportation" and mailed or delivered to:

New York State Department of Transportation  
Revenue Section, POD 52  
50 Wolf Road  
Albany, New York 12232
Bidder’s Responsibility When Proposing Former NYSDOT Employees

It is the Bidder’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 Bidder 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 Bidder’s office and available for review by NYSDOT if requested.
- Failure to obtain New York State Joint Commission on Public Ethics approval for an individual’s participation in a project may jeopardize the firm’s designation for that project.