NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
TRANSPORTATION MANAGEMENT CENTER OPERATION SERVICES FOR
NYSDOT
Contract #C031190 – JTMC Operations in NYC
Contract #C031191 – TOC Operations in Central New York

April 8, 2014

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. The goal of this solicitation is to award two contracts to a single Consultant.

Any questions regarding this project or proposal should be directed to the Designated Contacts specified in the RFP, section 1.7.

Please note the following dates and deadlines:

- **April 25, 2014, 2014** Deadline for questions about the RFP is 5:00 PM (Eastern Time)
- **May 6, 2014** Deadline for the submission of proposals on 2:00 PM (Eastern Time)

Submission of a proposal will be done via NYSDOT’s Managed File Transfer (MFT) utility. To use this, Proposers are to e-mail the Designated Contact (section 1.7) no later than five business days before the Proposal Due Date (section 6.8) indicating their intent to submit a proposal, and provide a contact name and e-mail address. MFT Instructions will be provided by NYSDOT to the Proposer’s contact.

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 so that your proposal may be considered for contract award. NOTE: Failure to submit the required PLL forms with your proposal will result in elimination from consideration for contract award.*

The Department of Transportation estimates that work for the successful consultant will commence on August 1, 2014 and continue for a period of three to five years depending on performance.
The New York State Department of Transportation (NYSDOT) encourages the participation of certified Disadvantaged Business Enterprises (DBEs) in its solicitations. Please see the New York State Unified Certification Program (NYSUCP) DBE Directory for certified Disadvantaged Business Enterprises via: http://www.nysucp.net/. For this solicitation, the NYSDOT has set a DBE Participation Goal of 20% for C031190 and 14% for C031191. Only certified prime consultant and certified DBE subconsultants listed in the NYSUCP DBE Directory are eligible for credit in this procurement. Please see the RFP for more information.

We look forward to the receipt of your proposal.

Sincerely,

WILLIAM A. HOWE
Director
Contract Management

Enclosure
Please review this RFP. Please complete the following information and e-mail 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 Section 4.8) before questions or other communications with the Department 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):

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

Date: ________________

Typed Name and Title: ________________________________________________

Telephone: __________________ Fax: ___________________________

E-Mail Address: ________________________________________________________

Please send to:
* E-Mail: Peter.Russell@dot.ny.gov
Vendor Responsibility

The selected firm shall be required to provide vendor responsibility information through the Office of the State Comptroller website via http://www.osc.state.ny.us/vendrep/index.htm before negotiation of a contract. Interested parties are encouraged to become familiar with the state’s vendor responsibility requirements before being notified of selection for contract award. If you are a successful offeror, NYSDOT will not be able to begin negotiations with your firm if this questionnaire is not completed and electronically submitted as required.

Contractor Tax Certification

All vendors selected for contracts 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). These forms are available via:

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 draft Contract appended as Attachment 1 of this RFP. Your attention is drawn to the insurance requirements for this Project that are contained in Article 12 of the draft Contract. These insurances are mandatory for the firm(s) selected as a result of this solicitation and will not be waived.

Consultant Employment Disclosure Requirements of this Project

Go to OSC’s Web site (http://www.osc.state.ny.us/procurement/consultantdisclosure.doc) to become familiar with Consultant Employment Disclosure requirements, which went into effect June 19, 2006. The Consultant selected for this solicitation shall be required to complete “State Consultant Services – Contractor’s Planned Employment” (Form A, Attachment 4) and submit when the contract is signed. For each contract year thereafter, the Consultant shall complete the “State Consultant Services Contractor’s Annual Employment Report” (Attachment 1, Exhibit 1, Form B) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May15th of each year the contract is in effect.

Consultant Responsibility When Proposing to Use a Former NYSDOT Employee
It is the Consultant’s responsibility to ensure they propose staff that are eligible to work on the subject Project. Under the attached procedures, before the consultant proposes a former NYSDOT employee, the individual must obtain an opinion from the New York Commission on Public Integrity that approves their participation in the subject Project. For an outline of the procedure that applies to this situation, see Attachment 5.

Registration with NYSDOT

Should this solicitation lead to a designation, it is the Consultant’s responsibility to electronically register their firm, including all subconsultant, using the Consultant Selection System web application (CSSWeb). Non-Architectural/Engineering consultant firms are required to create and register an account to: 1) Create and assign Consultant Identification Numbers (CINs) for each office registered by the firm; and 2) Provide general firm information including, but not limited to, legal firm name, Federal Identification Number (FEIN), ownership type, D/W/MBE status, firm principals and office(s) address information. All consultant firms participating in a potential agreement (negotiations) must be registered electronically with NYSDOT prior to that agreement being forwarded to the Office of the State Comptroller for approval. Registered firms are responsible for verifying and updating their registration information for the duration of the agreement. See section 6.4 of this RFP provides more information.

Registration with Statewide Financial System (SFS)

Should this solicitation lead to a designation, the Prime consultants will be required to electronically register with the Statewide Financial System (SFS) - if not already registered. NYSDOT will initiate the registration process in the SFS application and then contact the Prime consultant to provide them with further direction for completion of the registration process. The result of this process is an established SFS vendor number assigned to the Prime consultant. If a firm has already registered in SFS in connection with another procurement effort, it will likely not need to re-register for this opportunity. However, a SFS vendor number is firm name specific. Since many firms have different variations of their business identities, firms will be required to register in the name of the business entity that NYSDOT is doing business with.
CONSULTANT CHECKLIST FOR PROPOSAL SUBMISSION

TRANSPORTATION MANAGEMENT CENTER OPERATION SERVICES FOR NYSDOT
Contract #C031190 – JTMC Operations in NYC
Contract #C031191 – TOC Operations in Central New York

Proposers shall submit Part I and Part II via the Managed File Transfer (MFT) to the Designated Contacts specified in Section 1.7.

### Part I - Technical and Management Submittal

- Download, complete, and submit as a MS Word file via e-mail NYSDOT 255NAE (Shown as Attachment #16)

### Part II - Pricing and Contract Submittal

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<td>Download, complete and submit the two Excel Spreadsheets titled Costing Submission Form JTMC (Shown as Attachment #14) and Costing Submission Form Upstate TMC’s. (Shown as Attachment #15)</td>
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<td>Complete and submit as a PDF Attachment #2: Consultant Information and Certifications (sign both Sections II and III).</td>
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<td>Complete and submit as a PDF Compliance Procurement Lobbying Law Forms (two forms, see Section 4.9)</td>
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<td>Complete and submit as a PDF the DBE Participation Explanation Letter (if applicable) for each contract. See section 1.5 for more information.</td>
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<td>Complete and submit as a PDF two copies of Attachment #7: DBE Subconsultant Log (if applicable), one for each contract.</td>
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<td>Submit as a PDF Employment Confirmation letters if necessary (Section 4.2, Item #8)</td>
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS

TRANSPORTATION MANAGEMENT CENTER OPERATION SERVICES FOR NYSDOT

Contract #C031190 – JTMC Operations in NYC
Contract #C031191 – TOC Operations in Central New York

Proposal Due Date: May 6, 2014

Proposal Delivery Location and Additional Information:

Peter Russell, Contract Management
NYS Department of Transportation
50 Wolf Road, 6th Floor
Albany, NY 12232
REQUEST FOR PROPOSALS

TRANSPORTATION MANAGEMENT CENTER OPERATION SERVICES FOR NYSDOT

Contract #C031190 – JTMC Operations in NYC
Contract #C031191 – TOC Operations in Central New York

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1 INTRODUCTION

1.1 Purpose

The selected firm will perform systems operations and management tasks for the Joint Transportation Management Center (JTMC) and the Upstate Transportation Management Center Partnership (hereafter called “Upstate TMC”). The JTMC is located in Long Island City (Queens County of New York City) and the Upstate TMC partnership is a group of three Regional Transportation Operations Centers located in Rochester, Syracuse and Hornell (hereafter called “Regional TOC’s”). The Rochester TOC is known as the Regional Traffic Operations Center (RTOC) and will provide the oversight and administration of the Upstate TMC component of Contract C031191.

The JTMC is responsible for transportation operations and management of the five boroughs of New York City.

The RTOC is responsible for administration and contract management for the Regional TOC’s.
For a map showing the various NYSDOT Regions, please refer to the map at 
https://www.dot.ny.gov/regional-offices

Each TMC/TOC is responsible for Transportation Management and Operations tasks outlined in this RFP. The firm will support the TMC operations through staffing the JTMC, and the Upstate TOCs with qualified persons skilled and knowledgeable in the operation of Advanced Traffic Management Systems (ATMS), Intelligent Transportation System (ITS), Incident Command Systems (ICS), Traffic Incident Management (TIM), system mobility, and dispatching.

The TMCs have a key role in the “Driver’s First Initiative.” Thus, System Operators will also be responsible for transportation system monitoring and Construction/Maintenance coordination.

1.2 Overview
The JTMC and the Regional TOCs each have an operations floor; computers; a combination of owned and leased data communications network linking the Control Centers with the field installations; equipment mounted in roadside cabinets; intersection traffic controllers and signals; fixed and portable variable message signs; vehicle detectors; closed circuit television (CCTV) cameras; and other ITS sites.

The JTMC and the Regional TOC’s ITS field equipment deployments are focused on the regional priority networks with the purpose of collecting and disseminating system performance and incident management information to the traveling public. The priority networks include commuter, commercial and vacation travel routes within the respective metropolitan areas. They consist primarily of State, Interstate and connecting routes.

The JTMC and the Regional TOCs operate 24/7/365 and serve as the primary operational contact point for internal and external operational partners for planned and unplanned incidents and events which impact the transportation system (across all modes of travel).
The JTMC and the Regional TOCs provide real-time transportation system information to the public, media, partnering agencies, regional NYSDOT management, and the STICC as part of traffic incident management and emergency transportation operations.

The JTMC and the Regional TOCs are the entry point for incident and construction activity information into New York’s 511 system and serve as the Regional dissemination point for NY-Alert/Trans-Alert messages.

The TMCs coordinate information flows to and from internal and external operational partners including but not limited to:

- NY State Police
- NYS Thruway Authority
- Local city, town, county Public Safety/Police/Fire/EMS departments
- 911 Centers
- Other NYSDOT TMCs
- All local media centers

System Operators are responsible for coordination of roadwork information (described in detail in the Task 3 description), dispatching Highway Emergency Local Patrol (HELP) service, detecting equipment failures and providing recommendations for solutions.

The JTMC and the Regional TOCs utilize a number of programs to communicate, monitor, and operate VMS, CCTV, HAR, travel time and other traveler information systems. Different local software may need to be temporarily utilized for equipment coming into operation until that system is integrated into the current operating systems. System Operators shall be able to successfully navigate the individual software platforms and effectively utilize the software to achieve the desired interaction.

The JTMC and the Upstate TMC Directors will oversee the contractual obligations and adherence. The separate Regional TOC Managers in Regions 3, 4, and 6 will supervise and oversee the Operations staff and manage the TOC Consultant Operations.

To assist firms in the preparation of their proposals, the following information is being made available for review and inspection during normal business hours at the JTMC and the RTOC:

- Information about the TMC ATMS System
- Floor plans/layouts for the TMC and TOCs
- JTMC and Regional TOC’s Operations Manuals

Firms interested in reviewing this information for the Upstate TMC may make arrangements by contacting Dan McCusker, RTOC Director, at 1155 Scottsville Rd Rochester, New York 14624, (585) 753-7779.
Firms interested in reviewing this information for the JTMC may make arrangements by contacting Keith Hom, Asst. JTMC Manager, 4740 21st St Long Island City, New York 11101, (718) 482-6393.

1.2.1 JTMC
NYSDOT is a partner agency in the Joint Transportation Management Center (JTMC), together with the NYPD and NYCDOT. The JTMC’s area of responsibility encompasses the State highways and may include some local highways of regional significance within NYC. The staff (both NYSDOT and Contractor) at the JTMC works closely with the New York City Police Department (NYPD), which is also co-located at the JTMC.

The existing system covers about 120 centerline miles of the state arterial system with approximately 280 Closed Circuit television (CCTV) cameras, 75 overhead Variable Message Signs (VMS), 5 Highway Advisory Radio (HAR) systems, and a travel time information system.

JTMC posts incidents, planned roadwork and real time traffic conditions onto the Department’s 511ny.org public website through TRANSCOM’s OpenReach system.

TRANSCOM, a coalition of metropolitan area agencies that coordinates transportation operations, has implemented an Open Reach regional database, which is used by JTMC operators to monitor regional incident information and post traveler information to the 511 New York system.

Another software program used at JTMC which assists in coordination for incident response is the IIMS (Integrated Incident Management System). Additionally, field units of the Highway Emergency Local Patrol (HELP), the State’s safety service patrol program which contracts the services of the New York City Police Department to provide motorist assistance patrols on selected NYC highways, communicate with the NYPD dispatchers located at the JTMC.

1.2.2 Upstate TMC

The separate Regional TOC’s area of responsibility encompass the State highways and may include some local highways of regional significance within each region. The staff (both NYSDOT and Contractor) at the TOCs work closely with the local police, NYS Police and other partnering agencies within each Region. Some of the partnering agencies are co-located at the TOCs.

The Rochester TOC is co-located with the Monroe County Department of Transportation and the State Police in a Monroe County owned facility. The Monroe County RTOC Manger is responsible for security at the facility. The Syracuse TOC is located in the Syracuse State Office building and is co-located with NYSDOT Regional offices. The Hornell TOC is also located in the State Office building in Hornell, and is co-located with the NYSDOT Regional office.
Each TOC is the off-hours answering point and dispatches for their respective Region. Off-hours dispatching includes NYSDOT and County Highway Maintenance (Rochester - Region 4 only), Bridge Maintenance, Traffic Signal Maintenance and NYSDOT Snow and Ice.

In the best interests of maintaining efficient TOC operations, some of the operations staff assigned to the Rochester TMC will be cross-trained with MCDOT staff to effectively operate both systems. As part of this training requirement, occasional rotation of TOC operator staff may be required.

1.3 Method of Payment
Payment for services provided under the agreement resulting from this RFP will be fixed for the duration of the agreement unless changed by an executed supplemental agreement. The project shall be a cost plus net fee reimbursement methodology. Requests for progress and final payments shall be made by the designated consultant on standard payment request forms (FIN 421). Use proper procedure for billing each deliverable: Submit a draft billing to NYSDOT’s assigned Project Manager via the following sample electronic billing: https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions. The sample spreadsheet contains all of the proper, required billing forms, as well as a sample billing. The Project Manager will respond via e-mail either with comments/corrections or with an approval to submit the final billing via signed hardcopy. The last and final payment will become due and payable within thirty (30) days after delivery of the final deliverable(s) and a standard NYS FIN 421 payment request forms.

1.4 Minimum RFP Responsiveness
Any Proposal that does not provide all of the following by the RFP deadline will be determined to be non-responsive and will be removed from further consideration (prior to the technical evaluation of proposals):

a. Part I of the Proposal – Technical and Management submission (Attachment 16)
b. Part II of the Proposal – Cost and Contract submission, including the following:
   i. Attachment 14: Costing Submission Form JTMC
   ii. Attachment 15: Costing Submission Form Upstate TMCs
   iii. Attachment 2: Consultant Information and Certification Form
   iv. Procurement Lobbying Law Forms (2 Forms, section 4.9)
   v. Attachment 6: DBE Participation Form for each contract
   vi. Attachment 7: DBE Subconsultant Solicitation Log (if applicable) for each contract
   vii. Employment Confirmation Letters (see Section 4.2, Item #8, if applicable) for each contract
   viii. Submission of DBE Participation Explanation Letter (if applicable) for each contract of Non-DBE Goal Attainment (or partial attainment towards either) along with Attachment 7 as indicated above.
1.5 Disadvantaged Business Enterprise Participation

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

The New York State Department of Transportation has established a DBE participation goal of 20% percent for C031190 and 14% for C031191. The goal relates to the labor portion of the project budget. Meaningful participation by either a prime consultant who is certified as a NYSUCP DBE or inclusion of subconsultant (s) who is/are certified as a NYSUCP DBE count toward the DBE participation goal. Meaningful participation is defined as providing commercially useful functions or services. These services should:

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

Interested proposers should verify their attainment of the above established DBE participation goal by completing Attachment 6 DBE Participation Information for each contract. To count towards the Department’s DBE goal, a firm offering DBE participation must be currently certified per the NYSUCP DBE Directory. If the proposal does not meet the DBE participation goal for each contract, the firm must provide evidence of a good faith effort by completing Attachment 7 DBE Participation Solicitation Log. Additionally, if the firm does not meet the specified goal, the firm must include in its submission a DBE Goal Attainment Explanation Letter explaining why the firm was unable to meet the DBE goal (in full or if partially), which serves to substantiate the firm’s good faith effort. The letter should include sufficient justification as to why the goal was not met or was met partially and should at a minimum address the following factors: the potential firm’s method of accomplishing the work, the subcontracting opportunities associated with the proposed approach and scope of services, and the availability of certified firms for the work to be performed by either a prime consultant or via subcontract.

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

The above forms and letter must be included in Part II: Cost and Contract submission. Firms are advised to refer to Section 5.2 for the procedure the Department will follow in evaluating a firm’s proposed DBE participation.

### 1.6 Title VI Assurance

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

### 1.7 Designated Contact

Potential responders are advised that under New York State Finance Law Section 139-j, communication on procurements can be made only to designated contact persons. The Department’s Designated Contact for this procurement are:

**Primary Contact:**

Peter Russell  
New York State Department of Transportation  
Contract Management Bureau  
50 Wolf Road, 6th Floor  
Albany, NY 12232, USA  
E-mail: Peter.Russell@dot.ny.gov  
E-mail: Debra.Ernye@dot.ny.gov

The above named person, as the Department’s Designated Contact for this procurement, shall be the Department’s only points of contact and source of information for this procurement;
1.8 Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), §165-a, effective April 12, 2012. This act may be viewed in its entirety at http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf.

Pursuant to SFL §165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). The list may be found on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that, it will not utilize, on such Contract, any subcontractor that is identified on the prohibited entities list. Additionally, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

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

NYSDOT reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

1.9 RFP Modifications

If necessary, NYSDOT will issue Modifications to modify conditions or requirements of this RFP. Modifications will be disseminated only by posting on NYSDOT’s web site. Modifications will not be mailed out. Proposers are advised to visit the NYSDOT web site (https://www.dot.ny.gov/portal/page/portal/doing-business/opportunities/consult-opportunities) regularly to check for Modifications. The final Modification will be posted on NYSDOT’s web site not later than seven calendar days prior to the Proposal due date. If an additional Modification is required within seven days of the Proposal due date, the Proposal due date shall be revised such that there will be seven days from the final Modification to the Proposal due date.
2 PROJECT AND CONTRACT OBJECTIVES

2.1 Project Objectives

The objectives of this contract are for the TMCs, on a 24/7 basis:
   a. manage, direct and administer the personnel designated to operate and support the ATMS & ITS systems at the JTMC and individual Regional TOCs,
   b. operate ITS to perform traffic incident detection and verification,
   c. provide reporting and traveler information of roadwork, incidents and events,
   d. coordinate ITS operations & roadwork information with various TMC partner agencies,
   e. maintain operational status, credibility and integrity of installed ITS systems by providing technical and field support,
   f. provide training to TMC staff and update procedures to aid in improving ITS operations and day-to–day interactions, and
   g. support the Regional office and Main Office (Albany) during emergencies, snow, storms and other significant events

2.2 Contract Objectives

The objective is to process and execute two separate contracts with a single designated consultant – one contract to operate the JTMC (Contract #C031190) and a second separate contract to operate the Upstate TMC and its associated TOCs (Contract #C031191).

2.3 Definitions and Acronyms

   ATMS – Advanced Traffic Management System
   ETO - Emergency Transportation Operations
   HAR – Highway Advisory Radio
   HELP – Highway Emergency Local Patrol - the State’s safety service patrol program.
   IIMS – Integrated Incident Management System – a software program used at JTMC which assists in coordination for incident response.
   ITS – Intelligent Transportation Systems
   JTMC – Joint Transportation Management Center– and operation of the ITS presently in the five counties (boroughs) of New York City. The JTMC is located in a New York City-owned building at 28-11 Queens Plaza North in Long Island City, Queens.
   MAP – NYSDOT Manual of Administrative Procedures
NYCDOT – New York City Department of Transportation
NYMTC – New York Metropolitan Transportation Council
NYPD – New York City Police Department

Upstate TMC – Upstate Transportation Management Center Partnership – The three Transportation Operations Centers in Syracuse, Rochester, and Hornell (Regions 3, 4, and 6) located in the counties of Monroe, Onondaga, and Steuben.


STICC – Statewide Transportation Information and Coordination Center, located at the NYSDOT Main Office in Albany, NY.

TIM - Traffic Incident Management

TMCs – Transportation Management Centers: Refers to both the JTMC and Upstate TMC Partnership.

TOC: Transportation Operations Center: Located in Rochester (NYSDOT Region 4), Hornell (NYSDOT Region 6), and Syracuse (NYSDOT Region 3)

VMS – Variable Message Signs, both fixed and portable.

2.4 Contract Terms

The Department estimates that the work for the designated consultant will commence on August 1, 2014. The base term or duration for the contracts will be three years. The contracts may be extended for up to two additional one-year periods upon written agreement of both parties and approval by the Office of the State Comptroller and FHWA.

If the contracts are extended beyond the base term, the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.0%, whichever is lower, will be used as a basis for increasing the hourly rates. The rate adjustment will be effective on August 1, 2017 and calculated using the previous May Index, using Series ID PCU5413--5413--(Architectural, engineering, and related services). If at any time the above Index Series ID is discontinued or becomes unavailable, the State reserves the right to implement a comparable Index.

An example of the rate adjustment calculation is as follows (all numbers used are for illustrative purposes only):

| QAT-2 Auditor 8/1/16 - 7/31/17 Billing Rate | $9.00/Hour |
| May 2017 PPI Index (PCU5413--5413--) | 132.1 |
| May 2016 PPI Index (PCU5413--5413--) | 130.0 |
| Index Point Change | 2.1 |
| Divided by previous Index | 130.0 |
Percent change, rounded to nearest tenth 1.6%
QAT-2 Auditor 8/1/17 – 7/31/17 Billing Rate ($9 x 1.016) $9.14/Hour

The State reserves the right to negotiate a lower rate adjustment than stated above for the two additional one-year extensions.
3 SCOPE OF SERVICES

3.1 Scope Summary and General Conditions

3.1.1 Scope Summary
This Scope of Work defines the tasks to be performed under the contracts by the designated Consultant for the operation of the JTMC and the Regional TOCs. The services to be provided by the Consultant, and at which location, are defined by the tasks below:

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description</th>
<th>JTMC</th>
<th>Regional TOCs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>General Program Direction, Supervision, and Administration</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>2.</td>
<td>Systems Operations at the TOCs</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>3.</td>
<td>Roadwork Information Dissemination and Coordination</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>4.</td>
<td>Training and Updating of Procedures</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>5.</td>
<td>Field Support Operational and Technical Services</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Traffic Systems Administration Support Services</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Critical Transportation Incident Support Services</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Traffic Data Collection Support Services/Performance Measures</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>ITS Data Quality Assurance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>System Computer Network and Hardware/Software Support</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Contract Transition</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Note that not all the tasks above are used in both the Regional TOCs and JTMC. Exceptions are noted where necessary.

3.1.2 General Conditions
The following general conditions shall apply to the scope of services for both the Regional TOCs and JTMC except where otherwise noted:
3.1.2.1 System operations staff shall occupy space at the TMCs and TOCs at no cost to the Consultant. The State (or New York City for the JTMC) may have contractors working in the space at any time for necessary system or facility maintenance.

**JTMC only:** A satellite office with additional office space, utilities and services for personnel other than system operations staff (i.e.: Project Manager, Field Technical Support, Coordinators, etc.) shall be provided by the Consultant, with such cost included in the Consultant’s overhead. The State will provide space, utilities and services only for operations staff (Operations Manager, Shift Managers and System Operators) in the JTMC.

Due to the number of key staff that will not have office space at the JTMC, and the necessary interaction these individuals have with the JTMC-located staff and systems, it is critical for the designated firm to have or obtain the required satellite office space in the New York City boroughs of Queens or Manhattan before the start of the contract. Proposing firms must certify that they have the required office space, or will obtain the space before the start of the contract. This requirement is certified with the Consultant Information and Certifications form (Attachment #2).

Once established, the location of the JTMC satellite office shall not be changed without prior approval of NYSDOT

3.1.2.2 The State shall provide telephone service for the official business communications required to operate the ITS at no cost to the Consultant.

3.1.2.3 The State shall provide control center equipment/furnishings (e.g. CCTV video monitors, traffic system workstations, consoles) and utilities (e.g. heating, air conditioning, lighting, and electric power) at no cost to the Consultant.

3.1.2.4 The State will provide, support, and maintain the field and system hardware and software comprising the ITS at no cost to the Consultant.

3.1.2.5 Consultant personnel shall be required to cooperate and communicate with other agencies and firms, including partner agencies, ITS consultants working on the Region's ITS projects, firms engaged in gathering and disseminating traffic information, and contractors engaged by the State to provide various services.

3.1.2.6 Independent contractors and consultants are retained by the State to service and support much of the electronic equipment in the TMCs and at remote field locations. State Information Technology staff may also visit the TMCs for technical support. They will be present in the TMCs only as necessary for the performance of their work.

3.1.2.7 The TMCs are currently operated seven days a week, 24 hours a day. Responders to the Request for Proposals should base their submissions on
continuous operation of the ITS/ATMS at the TMC/TOCs. However, the State may, at its option, reduce the number of hours of operation or level of staffing at the JTMC or any of the Regional TOCs.

3.1.2.8 The Consultant shall adhere to all appropriate NYSDOT equipment usage policies and guidance. These include but are not limited to: internet usage, CCTV usage and Variable Message Sign (VMS) messaging.

3.1.2.9 Any communications from media representatives shall be referred to Regional Public Information Officers and/or appropriate NYPD or NYCDOT personnel (for the JTMC).

3.1.2.10 JTMC Only: A voice mail system at JTMC receives some of Region 11’s calls during the off-hours and weekends. JTMC system operators currently play back and transcribe the received messages, then email designated staff of Region 11 Executive or Public Information groups. This service will be continued during the new contract.

3.1.2.11 System hardware and software changes may be implemented by others during the term of this contract. These include updating the systems to accommodate roadway changes as well as ITS expansion to other Region 11 or Regions 3, 4, or 6 roadways. The changes are not expected to adversely impact the work of the operations staff at the TMCs.

3.1.2.12 The System Operators will be required to assist in traffic data collection using the automated traffic data collection and surveillance features of the ITS system.

3.1.2.13 The contracts require a close working relationship between Consultant and State personnel. The Consultant will assist the State with upgrading the system configurations, refine policies for the operation of the system, ensure that the system is being properly maintained, and keep inventory records of system equipment. State personnel will instruct the Consultant’s staff daily regarding the accomplishment of these tasks.

3.1.2.14 The cost of providing secretarial services for typing of correspondence, reports, and records shall be included in the Consultant’s overhead.

3.2 Staffing Levels

3.2.1 General
All NYSDOT employees will remain with NYSDOT. In order to provide continuity of operations at the TMCs and to reduce the operational risks for both the Consultant and NYSDOT, it is desirable that the selected Consultant make all reasonable efforts to hire existing consultant operations staff (Operators 1, 2 and 3), where practical. Additional staff may be necessary to continue to meet the 24/7 requirements and the additional requirements of this contract, including those that will arise as the TMCs continue to evolve and mature.
RTOC Only: Since the RTOC is co-located with the State Police, all Consultant Personnel assigned to the RTOC may be required to undergo and pass a State Police criminal background investigation. Fees and other costs associated with the background investigations shall be borne by the Consultant, with such cost included in the Consultant’s overhead and not as a separate charge to NYSDOT.

Consultant shall ensure that there is adequate coverage during lunch and other breaks.

During peak periods, on holiday weekends, special events, and/or emergency conditions, greater levels of staffing may be required by the State. During the term of this contract, it is anticipated that the overall functions of the TMCs may increase. If the State deems that additional Consultant personnel are necessary to operate the expanded functions, the Consultant shall provide extra personnel as long as the additional staff does not cause the contract to exceed the Maximum Amount Payable. If additional funding in excess of the Maximum Amount Payable is necessary, additional staff shall be added through the execution of a supplemental agreement and shall be paid at the agreed upon pay rate/pay titles.

New hires must meet and maintain NYSDOT performance standards. NYSDOT may require an employee to be replaced at any time for poor work performance, not following procedures or not conforming to standards. Upon notification by the NYSDOT TMC Director, the employee will no longer be able to work on the contract and a replacement candidate must be submitted for NYSDOT approval within 30 calendar days from the date of notification by the TMC Manager, unless otherwise agreed upon by both the TMC Manager and the Firm.

The Consultant shall provide adequate staff coverage for TMC management, operations and support during TMC hours of operation throughout the duration of the contract, including during State emergency and extraordinary incidents or events.

3.2.2 Overall Staffing Structure

The table below details the staffing that will be assigned to each contract:

<table>
<thead>
<tr>
<th>Staffing Title</th>
<th>JTMC</th>
<th>Regional TOCs</th>
<th>Key Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal-in-Charge</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Project Manager</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Shift Manager</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Systems Operator III</td>
<td>X (act as Lead Operators)</td>
<td>X (Senior Operator)</td>
<td></td>
</tr>
<tr>
<td>Systems Operator II</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Systems Operators I</td>
<td></td>
<td>X(Trainee)</td>
<td></td>
</tr>
<tr>
<td>Systems Engineer</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Field Technicians</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Data Collection Coordinator</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Traffic Analysts</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Coordinator</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Special Incidents Coordinator</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Systems Administrator</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ITS Data Quality Specialist</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Specialist</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For a detailed description of each title’s duties and responsibilities, see Attachment 10: Titles and Descriptions. Please note the following:

a. The Principal-in-Charge may be the same individual or different individuals for each contract.

3.2.3 Staffing Level Penalties

The Key Staff (as identified in section 3.2.2, Table 1 above) proposed by the designated Consultant is an important factor in the evaluation of its proposal. Thus, the Department expects that the Key Staff proposed will be available at the start of the contract term. As a result, any Key Staff proposed by the designated Consultant that does not perform the required work under the contract for the initial 30 calendar days after the effective date of the Notice to Proceed will, at NYSDOT’s discretion, result in a $10,000 charge per Key Staff title.

In addition, if at any time during the term of the contract (except for the initial 30 day period specified above) a member of the Consultant’s Key Staff needs to be replaced, the Consultant shall have 30 calendar days to submit a qualified Candidate (same level of experience and expertise) to the NYSDOT JTMC or Upstate TMC Director for approval. In the event the Consultant is unable to provide a qualified Candidate within 30 calendar days, and NYSDOT must use in-house NYSDOT staffing, or NYSDOT must hire a separate consultant to provide the Key Staff, NYSDOT will, at its discretion:

a. Charge and bill the Consultant $100/hour for the use of in-house NYSDOT personnel, or

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

The determination that a Candidate is “qualified” is the sole decision of NYSDOT. All penalties specified above will be billed as an off-set against future Consultant invoices,

In addition, if at any time during the life of the contract and for any reason, an individual has to perform the tasks of another individual at a lower grade level, then the Consultant will be reimbursed at the rate of the lower grade level. For example, if a Systems Operator III has to fill-in for a Systems Operator I, then the Consultant will be reimbursed at the Systems Operator I rate for as long as the Systems Operator III performs the Systems Operator I tasks. However, at no time will the reverse happen i.e. if a Systems Operator II fills-in for a Systems Operator III, the Consultant will be reimbursed at the Systems Operator II pay rate.

3.2.4 JTMC Staffing
The total annual work effort required for the JTMC is estimated at 67,340 staff hours. The approximate percentage of time estimated for dedication to each task is as follows:

<table>
<thead>
<tr>
<th>Task 1 - 3%</th>
<th>Task 2 – 67%</th>
<th>Task 3 - 3%</th>
<th>Task 4 - 3%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 5 – 9%</td>
<td>Task 6 - 3%</td>
<td>Task 7 - 3%</td>
<td>Task 8 - 5%</td>
</tr>
<tr>
<td>Task 9 – 3%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3.2.5 Upstate TMC/TOC Staffing
The Upstate TMC currently utilizes three operations titles (exclusive of Systems Engineer) to define roles and responsibilities and is representative of each TOC.

<table>
<thead>
<tr>
<th>STAFFING RESPONSIBILITY BY TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Operations Manager*</td>
</tr>
<tr>
<td>Operator III (Senior Operator)</td>
</tr>
<tr>
<td>Operator II</td>
</tr>
<tr>
<td>Operator I (Trainee)</td>
</tr>
<tr>
<td>Systems Engineer **</td>
</tr>
</tbody>
</table>

* The Operations Manager shall be assigned to the RTOC and will provide oversight and support to all Regional TOC’s
**Systems Engineer shall be assigned to the RTOC but will also provide support to the other Regional TOC’s.**

### ROCHESTER TOC – HOURS OF COVERAGE & MINIMUM FTE BY TASK

<table>
<thead>
<tr>
<th>Task</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 &amp; 4</td>
<td>-</td>
<td>8 (1)</td>
<td>8 (1)</td>
<td>8 (1)</td>
<td>8 (1)</td>
<td>8 (1)</td>
<td>-</td>
</tr>
<tr>
<td>2 &amp; 3</td>
<td>24 (3)</td>
<td>24 (3)</td>
<td>24 (3)</td>
<td>24 (3)</td>
<td>24 (3)</td>
<td>24 (3)</td>
<td>24 (3)</td>
</tr>
<tr>
<td>10</td>
<td>-</td>
<td>8 (1)</td>
<td>8 (1)</td>
<td>8 (1)</td>
<td>8 (1)</td>
<td>8 (1)</td>
<td>-</td>
</tr>
</tbody>
</table>

### SYRACUSE TOC – HOURS OF COVERAGE & MINIMUM FTE BY TASK

<table>
<thead>
<tr>
<th>Task</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 &amp; 4</td>
<td>Shared with Rochester TOC – Work Location is Rochester TOC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 &amp; 3</td>
<td>24 (3)</td>
<td>16 (2)</td>
<td>16 (2)</td>
<td>16 (2)</td>
<td>16 (2)</td>
<td>16 (2)</td>
<td>24 (3)</td>
</tr>
<tr>
<td>10</td>
<td>Shared with Rochester TOC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### HORNELL TOC – FUTURE HOURS OF COVERAGE & MINIMUM FTE BY TASK

<table>
<thead>
<tr>
<th>Task</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 &amp; 4</td>
<td>Shared with Rochester TOC – Work Location is Rochester TOC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 &amp; 3</td>
<td>24 (3)</td>
<td>24 (3)</td>
<td>24 (3)</td>
<td>24 (3)</td>
<td>24 (3)</td>
<td>24 (3)</td>
<td>24 (3)</td>
</tr>
<tr>
<td>10</td>
<td>Shared with Rochester TOC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FTE = Full Time Equivalents

Multiple tasks can be assigned to one or more FTE’s. For example, an Operator II can perform tasks 2, 3 and 4, therefore to meet the minimum requirements for 24 hour coverage for tasks 2 & 3. A Firm may elect to have an Operator I working on shift with an Operator II.

Shifts shall not be scheduled in excess of 9 hours per day per operator. However, at times staff may be required to work extra hours to accommodate immediate changes in schedule (accommodate sick staff). At these times small adjustment to work schedules are acceptable.

In addition to the requirement of 8 hours at the TOCs each weekday, Task 1 has 24/7 off-hours response requirements as defined within the task description.

The State has an ITS Systems Engineer in place at the Rochester TOC. The State ITS Systems Engineer will provide supervision and oversight for Task 10 functions. For the purposes of this proposal, firms shall assume one Task 10 person assigned to the Upstate TMC that will support all of the Regional TOCs.
Operator III staff are responsible for duties under Tasks 1 & 4 as well as Tasks 2 & 3 at the TOC’s and will assist the Operations Manager. For the purposes of this proposal, firms shall assume each Regional TOC will have at least one Operator III.

Current staffing levels at the TOCs do not adequately address the minimum desired hours of coverage and the additional task responsibilities.

Staffing for the Region 6 TOC in Hornell will be on a “as needed basis”.

The Consultant shall assure that staffing levels are adequate to cover sick and vacation leave as well as provide adequate breaks as defined by NYS Labor Law.

3.3 Specific Scope of Work

Below is a detailed description of the tasks and subtasks to be performed under each of the tasks in the Scope of Work for the operation of Intelligent Transportation Systems at the TMCs. The subtasks shall apply to both TMCs unless otherwise noted.

3.3.1 Task 1: General Program Direction, Management and Administration

3.3.1.1 TMCs covered: JTMC and Upstate TMC

3.3.1.2 Summary
   Task 1 consists of all work necessary to provide for the general management, oversight, QA/QC, and administration of the contract by the Consultant’s management and management support personnel. It also includes participation in meetings by the Consultant to assist the State in daily operations issues and assist in emergencies, snow, storms and other significant events.

   The Consultant shall designate a Project Manager (PM) for each contract who will be responsible for general management, oversight, QA/QC, and general administration of the contract. The PM will coordinate and be the voice for all other sub-consultant(s) working as part of the Consultant’s team or as a joint venture for the specific contract. The State’s managers will not deal with more than one PM for each contract.

3.3.1.3 Sub-Task Descriptions - General

3.3.1.3.1 The Consultant shall ensure the complete and proper employment, training, scheduling, and oversight of TMC operations staff and field support personnel (JTMC only). This shall include accommodating vacations, sick leave, and other absences of all personnel by providing adequate training to relief and on-call personnel.
3.3.1.3.2 The Consultant shall maintain records and documentation as directed to support the overall operations at the TMCs.

3.3.1.3.3 The Consultant shall prepare and submit monthly invoices and progress reports in accordance with applicable State and Federal requirements. Clerical/Administrative support staff will prepare consultant invoices, reports, forms, letter and any other official project related correspondences. The Clerical/ Administrative support staff are not expected to have TMC-related activities as a full-time task nor are they to be based at the TMCs.

3.3.1.3.4 The Consultant shall administer a staff allocation plan and provide to the State monthly staffing schedules for the project.

3.3.1.3.5 The Consultant shall provide adequate staff and resources for all tasks and activities throughout the duration of the contract, including during State emergency, snow, storms and other significant events.

3.3.1.3.6 The Consultant shall participate in updating operating protocols and procedures (includes partner agencies). This task includes Consultant work necessary to recommend and, with State approval, implement changes to operating procedures, including incident management, agency notification and resource activation procedures.

3.3.1.3.7 The Task 1 person(s) shall meet regularly with the NYSDOT JTMC and Upstate TMC Managers to cooperatively identify and prioritize work to be performed.

3.3.1.3.8 The Consultant shall participate in post-incident debriefings, with all agencies involved in managing a major traffic incident, to determine whether existing operating procedures should be changed. This work may include travel to meetings away from the TMCs (travel costs will be included in the contract’s budget of direct non-salary costs).

3.3.1.3.9 The Consultant shall assist NYSDOT with identifying, troubleshooting, documenting and establishing repair priority for failed equipment. The Consultant’s personnel will often be the first to know of an equipment failure and shall be responsible for issuing a work order for equipment repair (see Task 2).

3.3.1.3.10 The Consultant shall ensure that 24/7/365 coverage is provided for Task 2, 3, and 4. At no time should any of the TMCs not be adequately staffed to cover Task 2, 3 & 4 activities.

3.3.1.3.11 **Regional TOCs only:** The Consultant personnel assigned to this task shall be available at all times during off-duty hours to provide assistance to Task 2, Task 3, and Task 4 personnel as appropriate. In
the event of a significant incident or situation outside of the scope of the Standard Operating Procedures, Department personnel will be available at all times to provide assistance to the person assigned to this task. Task 1 personnel shall contact the TOC within 15 minutes of being paged during off-hours.

3.3.1.3.12 The person assigned to Task 1 will also have duties under Task 4.

3.3.1.4 Sub-task descriptions – JTMC Specific

3.3.1.4.1 The Consultant shall procure general supplies and/or required services for JTMC use and operations. The purchase orders shall be issued and processed by the Consultant. All approved items purchased shall be reimbursed by the State as a direct cost to the contract. All purchasing shall be done following applicable State procedures and will be subject to the approval by the State. Pricing shall not exceed OGS prices for similar items in like quantities.

3.3.1.4.2 The Project Manager is expected to have JTMC-related activities as a full-time task, but will not be based at the JTMC.

3.3.1.4.3 The Consultant shall be required to provide, operate and maintain three project vehicles, which will be used as part of the daily operations of the Consultant Field Technician staff. If the State deems that additional vehicles are required due to system or staff increases, the Consultant shall lease the required vehicles and have them modified for use on the project. All leases shall be done through a competitive process and will be subject to approval by the State. The costs associated with the project vehicles (such as the lease, maintenance, insurance, fuel, parking), but excluding tickets, fines and other such penalties incurred by Consultant staff, will be paid by the State as a direct cost of the contract.

3.3.1.5 Sub-Task descriptions – Regional TOC specific

3.3.1.5.1 The Consultant Operations Manager assigned to Task 1 in the Upstate TMC shall work at the RTOC. Task 1 Consultant personnel shall be scheduled to work a typical Monday through Friday day-time shift in order to facilitate and coordinate activities with the NYSDOT TMC Managers (the Department’s Project Manager). It is anticipated that the Task 1 person will have most of their time allocated to Task 1, but that they are proficient with Task 2 and 3 duties and will support Task 2 & 3 Operators as needed. Task 1 staff may on occasion fill-in for Task 2 & 3 staff. Such fill-in work must be approved by the NYSDOT Project Director.
3.3.1.5.2 For the Upstate TOCs the Consultant personnel assigned to this task shall be available at all times during off-duty hours to provide assistance to Task 2, Task 3, and Task 4 personnel as appropriate. In the event of a significant incident or situation outside of the scope of the Standard Operating Procedures, Department personnel will be available at all times to provide assistance to the person assigned to this task. Task 1 personnel shall contact the RTOC within 15 minutes of being paged during off-hours.

3.3.2 Task 2: Systems Operations at the TMCs

3.3.2.1 **TMCs Covered:** JTMC and Upstate TMC

3.3.2.2 Summary
This task consists of all work necessary to provide human monitoring of the TMC systems and for the effective operations (including daily operations) of the ATMS and ITS systems and the performance of tasks necessary to maintain a proper and professional operation at the JTMC/TOCs.

3.3.2.3 Sub-Task Descriptions – General

3.3.2.3.1 The Consultant shall provide coordinated management of traffic incidents with NYSDOT, local law enforcement, emergency responders and the State Police personnel at the TMC or in the field. Incident management shall be performed in accordance with existing Standard Operating Procedures.

3.3.2.3.2 The Consultant shall provide human monitoring of the highway systems and traffic control device operation. This includes monitoring and operating numerous devices and systems including, but not limited to the following: (1) the TMC’s Advanced Traffic Management System (ATMS) applications/software and associated/related field equipment; and (2) the software computer programs that allow operators to create/activate/deactivate messages on variable message signs. Each of these sets of computer programs provides for operator dialogue using computer terminals.

3.3.2.3.3 The Consultant shall be responsible for operating the existing Highway Advisory Radio (HAR) sites that are part of the ITS in accordance with existing Standard Operating Procedures. All HAR messages shall be reviewed by the lead person on duty before broadcasting.
3.3.2.3.4 Utilizing motorist information resources from the TMCs, the Consultant shall operate and display messages on fixed-location and portable variable (also commonly called ‘changeable’) message sign systems in the ITS. The Consultant shall monitor the variable message sign graphical user interface and ensure that only appropriate messages are displayed.

3.3.2.3.5 The Consultant shall answer phone inquiries and coordinate incident-related activities with operational partners and provide them with the necessary information about traffic conditions. Telephone calls from the media shall be referred to appropriate NYSDOT personnel.

3.3.2.3.6 The Consultant shall provide monitoring of ITS equipment failures in accordance with current and future operating procedures and tools. System Operators shall acknowledge and evaluate the system reported failure. Upon verification of equipment failure, the Consultant shall call for appropriate repairs, and return the equipment to on-line status upon completion of repairs. The Consultant shall provide notification of State-network equipment failures by calling NYSDOT Helpdesk. The making of telephone calls to and the receipt of telephone calls from applicable system maintenance personnel are also required. Task 2 Consultant personnel are not responsible for physical equipment repairs.

3.3.2.3.7 The Consultant shall accept reports from TMC partner agencies and other authorized personnel regarding the malfunctioning of any State-owned ITS electronic equipment and TMC assets, and subsequently notify the appropriate maintenance personnel of the need for repairs. The Consultant shall keep records of all reports of equipment malfunctions and shall keep record of notifications to maintenance personnel for repair requests and maintenance personnel’s notification to TMC of the completed work.

3.3.2.3.8 The Consultant may be directed by the State to reconfigure the ITS. Upon failure of equipment, and upon return to operation of failed equipment, the ITS reconfigures itself to deal with the new equipment configuration in a manner that achieves the greatest system compatibility (i.e. automatic failure management). System Operators may manually intervene in the reconfiguration process to improve its operation, as warranted.

3.3.2.3.9 From time to time the State may upgrade the application programs in the ITS or State-network computers. Upon request of the State, the Consultant shall allow time during normal working hours for the State to work on upgrading said programs.
3.3.2.3.10 The Consultant shall participate in the management of traffic incidents by making appropriate notifications and activating motorist information resources from the TMCs. A description of systems currently used at each TMC will be provided upon request. New and other systems may be added, merged or removed in the future. Problems encountered with any of the systems must immediately be reported to the appropriate systems support personnel.

3.3.2.3.11 The Consultant shall participate in post-incident debriefings as called upon by partner agencies or other agencies involved in managing a major traffic-generating incident or event, to determine whether existing operating procedures should be changed. This work also may include travel to meetings away from the TMCs.

3.3.2.3.12 As directed by the State, the Consultant shall periodically back-up ITS software, archive data records and generate reports of archived data.

3.3.2.3.13 The Consultant shall utilize State supplied reporting or monitoring equipment.

3.3.2.3.14 The Consultant shall respond to inquiries about ITS operations as directed by the State. Inquiry responses may involve email transmittals, telephone conversations, providing supporting data for evaluation and use by the State, preparation of reports, accommodation of visitors, providing tours at the center, and meetings at locations away from the TMCs.

3.3.2.3.15 The Consultant shall provide human monitoring of closed circuit television, police radio channels, public safety computer-aided dispatch terminals, internet-based information sources and software programs, NYSDOT radio transmissions, and other devices within the TMCs.

3.3.2.3.16 The Consultant shall receive and disseminate information about roadwork, highway incidents, and special event information. Dissemination methods include, but are not limited to, telephone calls, electronic messaging, and entries into the State’s 511 system.

3.3.2.3.17 The TMCs are the official incident notification point for NYSDOT. At any time of the day or night, and any day of the week, the Consultant shall receive and appropriately respond to reports from police and other authorized personnel regarding requests for NYSDOT personnel to respond to or be notified of incidents and/or situations affecting the Department. The Consultant shall contact the appropriate NYSDOT personnel, keep records of all reports of these requests, and shall record the details of how these requests were handled.
3.3.2.4 Sub-Task Descriptions – JTMC Specific

3.3.2.4.1 The Consultant shall have routine exchange of information with TRANSCOM, an association of various public transportation and enforcement agencies from New York, New Jersey, and Connecticut which was formed for the sharing of transportation operational information and resources. JTMC frequently responds to requests from TRANSCOM for use of ITS resources (variable message signs, highway advisory radio, 511 advisory messages). These messages typically concern traffic problems or construction activities on facilities that are owned by agencies that are members of TRANSCOM. This type of interaction occurs at least weekly. In addition, TRANSCOM is routinely notified about major problems on roads in NYC. Occasionally, TRANSCOM member agencies are requested to use their ITS resources to advise motorists of travel conditions on NYC roads. These requests for resource activations are formally exchanged through email transmittals. Routine exchange of information also includes the other Downstate Regions (R8 & R10) and Main Office, Albany.

3.3.2.5 Sub-task Descriptions – Regional TOCs Specific

3.3.2.5.1 The Consultant shall accept telephone reports regarding the malfunctioning of any State or County owned, operated, or maintained traffic signals and subsequently notify the appropriate personnel of the need for repairs in accordance with existing standard operating procedures. The Consultant shall keep records of all reports of traffic signal malfunctions and shall record all communications with the traffic signal maintenance groups including verification of maintenance requests and notification of completed work.

3.3.2.5.2 The TOCs are the official off-hours answering point for the NYSDOT Regions. The Rochester TOC is also the off-hours answering point for Monroe County Department of Transportation (MCDOT). At any time of the day or night, and any day of the week, the Consultant shall receive and appropriately respond to reports from police and other authorized personnel regarding requests for NYSDOT or MCDOT (Rochester TOC only) personnel to respond to or be notified of incidents and/or situations affecting the transportation system. In accordance with NYSDOT and RTOC Standard Operating Procedures, the Consultant shall contact the appropriate NYSDOT personnel, utilize Department-provided software programs to log incident information and make notifications, keep records of all reports of these
requests, and shall record the details of how these requests were handled.

3.3.2.5.3 The TOCs are the Region’s off-hours answering point for NYSDOT personnel who are having problems with Condition Acquisition Reporting System (CARS), the Winter Traveler Advisory System, and other current and future Department operations software programs. At any time of the day or night, and any day of the week, the Consultant shall receive requests from Department personnel regarding problems with these programs, respond to these requests in accordance with NYSDOT and RTOC Standard Operating Procedures. The Consultant shall keep records of all reports of these requests, and shall record the details of how these requests were handled.

3.3.2.5.4 In accordance with established Standard Operating Procedures, the Consultant shall log specific incident information as part of the Department’s operations performance monitoring system.

3.3.2.5.5 This task shall also include dispatching the HELP vehicles patrolling select highways in NYSDOT Region 4 (Rochester). The HELP vehicles are currently patrolling the highways between the hours of 6:00 AM and 10:00 AM and again from 3:00 PM to 7:00 PM, Monday through Friday. Sometimes there are HELP truck patrols on Holidays and weekends for large events. Whenever there are HELP trucks on patrol, the Consultant shall schedule at least two Task 2 personnel. Dispatchers at the TOC shall keep in contact with HELP vehicles using the State supplied communication system. Using the State supplied software/application the Consultant shall log information regarding when each driver began patrol, took breaks, ended patrol and the nature of all vehicle stops made and services rendered by drivers in accordance with the TOC’s Standard Operating Procedures. Unless otherwise directed, dispatching of the HELP trucks is a sub-task handled by one TOC Consultant personnel in addition to other Task 2 sub-tasks. If during the term of this contract the roadways and/or hours covered by HELP increase or change, the State may deem that additional manpower is necessary to operate the expanded program and the Consultant shall provide extra personnel or modify personnel schedules so that the appropriate number of operators are on duty to support HELP patrols.

3.3.2.5.6 The Consultant shall provide human monitoring of weather, surface/pavement and other conditions for flooding and snow and ice dispatching. In addition the TMCs provide after-hours support to the maintenance residencies. This support includes taking phone calls and emails regarding highway, bridge and signal deficiencies.
3.3.3 Task 3: Roadwork Information Dissemination and Coordination

3.3.3.1 **TMCs covered:** JTMC and Upstate TMC

3.3.3.2 **Summary**
This task consists of proactively assisting the Department in minimizing the impact of construction, maintenance, and other activities on the motoring public.

3.3.3.3 **Sub-Task Descriptions – General**

3.3.3.3.1 The Consultant shall designate a Construction Coordinator for each contract who will be responsible for the coordination activities and efforts of this task. The Construction Coordinator will contact and coordinate with the Department’s Engineers-in-Charge for planned construction activities where lane closures or major traffic impacts are anticipated. The Construction Coordinator will draft traffic advisory messages for the VMS, HAR and public websites to mitigate the impact to the traveling public resulting from these activities.

3.3.3.3.2 The Construction Coordinator will interface with the Department and with other agencies/organizations to ensure information on road closures, lane closures and traffic diversions is given to the TMC for interagency notification, ITS resource activation and traveler information dissemination purposes. The Coordinator may attend meetings at the Regional Office or at field offices to become familiar with project impacts on traffic and phasing of work, establish and maintain working relationships with project contacts, and confirm the time frame of the lane or road closures. Task 1 personnel and the NYSDOT TMC Manager will assist in the determination of which meetings to attend (travel costs will be discussed during contract negotiations and will be included in the contract’s budget of direct non-salary costs).

3.3.3.3.3 The Consultant shall assist the Department in ensuring that disruption of traffic flow due to construction, maintenance, or other planned activities is minimized. Coordination with Department Engineers-in-Charge, Maintenance, NYC agencies & TRANSCOM (JTMC only), and designated project contractor and consultant staff will be necessary to gather information related to roadway or lane closures.

3.3.3.3.4 The Consultant is responsible for compiling a weekly construction advisory containing planned lane closures for the upcoming weekend and following week. The advisory is distributed directly to partner
agency staff, and submitted to the Region’s Public Information group for transmitting to the media.

3.3.3.5 The Consultant is responsible for continual updating and QA/QC of the roadwork information on the 511NY website and phone systems. Roadwork information for lane closures is gathered from the coordination tasks above, as well as from the lane closure advisories prepared by the partner agencies.

3.3.3.6 The Consultant shall review the information received from the various sources and identify those locations where competing needs to close lanes will cause significant traffic delay or congestion. The Consultant shall coordinate with the partner agencies and Regional Construction to develop and implement mitigation plans utilizing the ITS resources to the extent possible to address anticipated traffic problems.

3.3.4 Sub-task Descriptions – JTMC Specific

3.3.4.1 The Construction Coordinator will coordinate the flow of information between construction projects in and around New York City and the JTMC.

3.3.4.2 Coordination with New York City agencies is critical since these agencies generate activities that impact traffic on the roadways within New York City. The Consultant shall work with these agencies and JTMC partner agencies to minimize the traffic problems resulting from the roadwork activities.

3.3.5 Sub-task descriptions – Regional TOC Specific

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

3.3.5.2 On a daily basis, and in accordance with existing Standard Operating Procedures, Task 3 personnel shall prepare and distribute a summary report of the scheduled roadwork and send roadwork notifications to the New York State Police and NYSDOT personnel.

3.3.5.3 Construction coordinators will be responsible for Snow & Ice dispatching, record keeping and activity monitoring during winter months.

3.3.4 Task 4: Training and Updating of Procedures
3.3.4.1 **TMCs covered:** JTMC and Upstate TMC

3.3.4.2 **Summary**
This task covers work by the Consultant to provide training to the JTMC/TOC’s staff to aid in improving operations and to update the operating procedures for day-to-day interactions. The following sub-tasks will be performed by the Consultant.

3.3.4.3 **Sub-Task Descriptions - General**

3.3.4.3.1 The Consultant shall provide training to both newly hired and currently assigned TMC operations staff. Training shall be provided when new Consultant staff is assigned to TMC operations. Training shall include extensive on-the-job training utilizing the ITS workstations for at least a one-month period and be consistent with current operating procedures. Training shall also be necessary when new ITS systems are brought into operation. Additional in-house or external training of staff, as directed or approved by the State, may be necessary or recommended to enable continuous evaluation, improvement and expansion of the staff’s operations, communications and coordination roles.

3.3.4.3.2 As directed, the Consultant shall update operating protocols and procedures, and include any new policies, directives and guidelines issued by the State for use in the TMC. Due to the nature of operations, this shall be an ongoing task that will take place at any time a protocol or procedure needs to be updated. This shall include revised instructions for the operators covering all of the basic events to which the JTMC/TOCs respond, including responses to hardware, software and communications failures; responses to roadway incidents; preparation of sign messages; communicating with partner agencies; operating the ITS in response to planned and unplanned events; and related actions. The Consultant shall, at a minimum, review all operating protocols and procedures on a semi-annual basis and provide NYSDOT with recommendations for changes to account for current operational conditions. Training can be conducted at the TMC/TOCs and shall include formal classroom style exercises as well as extensive hands-on training. The training shall provide for testing of trainees to ensure that they are fully trained prior to being assigned to the operations tasks. It shall also include assignment to the operations tasks for at least a one-week period under the supervision of a Shift Supervisor prior to being assigned as an independent Operator. This applies to both new operators and operators who require remedial training.
3.3.4.3.3 Any additional reporting requirements by the Region and Main Office shall be incorporated into procedures and daily operations.

3.3.4.3.4 The Consultant shall participate in updating operating protocols and procedures (includes partner agencies). This task includes Consultant work necessary to recommend and, with State approval, implement changes to operating procedures, including incident management, agency notification and resource activation procedures.

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

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

3.3.4.3.7 The Department will provide training to the Task 10 staff specific to equipment and systems operated by the Department. Any costs associated with general continuing education, certification classes, or educational and professional activities are not reimbursable or chargeable to the project.

3.3.4.4 Subtask Descriptions – JTMC

3.3.4.4.1 The Consultant shall designate a Technical Specialist for this Task who will be responsible for the activities and efforts of this task.

3.3.5 Task 5: Field Support Operational & Technical Services

3.3.5.1 TMCs covered: This task is specific to the JTMC only.

3.3.5.2 Summary
This Task covers work by the Consultant in support of field-related operational and technical services. The operational services include confirming functional and intended displays of VMS messages; investigating reports of equipment malfunctions; inventorying operational status of ITS equipment; supporting JTMC’s system operators to provide real-time condition reports during incidents, roadwork or special events; and related services as may be requested. The technical services include review of completed work by maintenance personnel or construction contractors; review the effect of construction or repairs on ITS infrastructure; preparation and
processing of records related to JTMC field equipment that is damaged by third parties; investigation of damage caused by incidents to assist the State in recovering costs for damages from responsible parties; and related services as may be requested.

The Consultant shall assign three Field Technicians for the activities and efforts in this task. During the term of this contract, the roadways covered by ITS equipment may change. If the State deems that a change in staffing is necessary to support the system, the Consultant will be notified. This task requires the Field Technicians to travel in the NYC metropolitan area and is not limited to NYC boundaries.

3.3.5.3 Sub-Task Description

3.3.5.3.1 The ITS field hardware is maintained by the State through independent providers. The Consultant, as described in Task 2, will report identified equipment failures to these providers and request that corrective actions be taken. Under this task, the Consultant shall monitor the activities of the independent maintenance providers by field verification and record keeping of repair actions.

3.3.5.3.2 As requested by the State, the Consultant shall provide overtime support services. Occasional services outside normal work hours may include participation in field reviews to verify functionality or the repairs performed and associated record keeping, to identify or verify maintenance needs, and additional hours beyond standard working hours to address operational and technical support needs that may occur as well as other unforeseen circumstances. The Consultant shall provide these overtime services using the full time staff assigned to the overall task, or with other project staff as applicable. A representative of the Consultant shall be on-call at all times for this task.

3.3.5.3.3 On a weekly basis, the Consultant shall schedule and conduct a visual, drive-by inspection in the field of ITS equipment and hardware to assist in providing stable and effective operations of the systems from JTMC. A monthly check list describing the equipment inspected and its condition shall be provided to the State. The State will use the results of the drive-by inspections to assure the effectiveness of the ITS.

3.3.5.3.4 On a weekly basis during daytime and nighttime shifts, the Consultant shall schedule and conduct patrols of highways which have VMS installed on them. The Consultant shall visually check the condition of Variable Message Sign text message appearance and
illuminating. The State will use the results of the patrols to schedule repair or maintenance work to assure the effectiveness of the VMS.

3.3.5.3.5 The Consultant shall maintain an ITS operational equipment inventory. This consists of all VMS, CCTV and HAR used for traveler information.

3.3.5.3.6 The Consultant shall provide equipment status information and assist the State in resolving trouble tickets and work orders. The Consultant shall assist the State with expediting the processing of all work orders, invoices and other critical paper work associated with the day-to-day operations of the ITS.

3.3.5.3.7 The Consultant shall assist the State with planning safe and visible locations of portable variable message signs decided to be deployed for traffic management purposes. If reliable remote communications to the signs is established, it may be determined that the Consultant is able to activate and remove messages on these portable signs from the JTMC.

3.3.5.3.8 Some of this work will take place at equipment locations external to the JTMC. Consultant personnel will be responsible using their personal vehicles, and the Consultant will be responsible for providing amber warning lights and safety apparel to Task 5 personnel. Consultant personnel shall conform to all appropriate NYSDOT safety and work zone procedures.

3.3.6 Task 6: Traffic Systems Administration and Support Services

3.3.6.1 TMCs covered: This task is specific to the JTMC only.

3.3.6.2 Summary
This Task consists of coordinating the systems installation, relocation and maintenance of ITS at the JTMC for optimal utilization (including any system installation at the satellite office). The Consultant shall assign a Systems Administrator for the activities and efforts in this task.

A Systems Administrator will coordinate the flow of information between ITS installation or maintenance contracts and the JTMC. The System Administrator will interface with systems support personnel and with other agencies/organizations to coordinate the scheduling of work on JTMC equipment, monitor and keep a record of all work done in the equipment room, and ensure that problems with JTMC hardware, software and system are reported to the appropriate parties for identification and resolution. The
Coordinator will attend meetings at the Region or at field offices to become familiar with the impacts of the various systems’ installation, relocation, integration and maintenance activities on the operations of the JTMC.

3.3.6.3 Sub-Task Descriptions

3.3.6.3.1 The Consultant shall designate a Systems Administrator for this contract who will be responsible for the activities and efforts of this task. The Systems Administrator will contact and coordinate with those parties impacting JTMC’s central equipment and/or affecting utilization of the ITS on a 24/7 basis.

3.3.6.3.2 The Consultant shall maintain an inventory of JTMC central equipment and take actions to ensure that disruptions of central system operations due to planned or unplanned activities are minimized. Coordination with personnel from JTMC partner agencies, TRANSCOM, private contractors and utility companies to gather information regarding central system installation, relocation, integration, and maintenance disruptions will be necessary.

3.3.7 Task 7: Critical Transportation Incident Support Services

3.3.7.1 **TMCs covered:** This task is specific to the JTMC only.

3.3.7.2 **Summary**

This task consists of supporting JTMC operations during higher level incidents, emergencies, snow, storms and other significant events to gather, coordinate and report factual incident management, traffic conditions and transportation network status to Department staff via Transportation System Status Reports, email, phone or fax communications. Responsibility includes real time traffic and resource information and coordination with the Statewide and City emergency centers. The Consultant shall assign a Special Incident Coordinator for the activities and efforts in this task.

The Special Incident Coordinator will assist JTMC to follow the Region 11 JTMC Notification and Reporting Protocol, and assist the Region’s Director of Operations (RDO) and Incident Command team. The Special Incident Coordinator will interface with Department staff, JTMC partner agencies and other agencies and organizations to ensure JTMC has accurate and updated transportation information to report to Department management and the Statewide Transportation Information and Coordination Center (STICC). The Coordinator will attend meetings at Department or other agency offices to become familiar with emergency management and incident information flows, establish and maintain working relationships with transportation information contacts, and continually update and optimize critical incident and event data.
information sharing among JTMC partners and involved parties.

3.3.7.3 Sub-Task Descriptions

3.3.7.3.1 The Consultant shall designate a Special Incident Coordinator for this contract who will be responsible for the activities and efforts of this task. The Special Incident Coordinator will develop JTMC communication protocols and maintain contacts with agencies and organizations to ensure JTMC receives and reports accurate, consistent and timely information during those higher-level incidents and events which impact the transportation network.

3.3.7.3.2 The Consultant shall develop and maintain lists of critical incident contact names and phone numbers, and set up lists, tables and procedures as necessary to prepare JTMC for reporting higher-level incident and event information. Coordination with Department staff, JTMC partner agencies, other NYC offices and agencies and TRANSCOM will be necessary to gather information related to transportation system disruptions.

3.3.7.3.3 The Consultant is responsible for developing, monitoring, scheduling and updating the 511 New York system’s floodgate messages, which is what the public sees or hears as a priority when visiting the website or calling the interactive voice response telephone number. These messages advise the public of higher-level incidents and events which impact the transportation network and must be concise and posted in a timely manner. Initial requests and subsequent updates for 511 floodgate messages must be sent to the Statewide Transportation Information and Coordination Center (STICC) in Albany for recording and posting.

3.3.8 Task 8: Traffic Data Collection and Analysis Services

3.3.8.1 **TMCs covered:** This task is specific to the JTMC only.

3.3.8.2 Summary
This task covers work by the Consultant to provide traffic data collection services, fulfill requests for archived data records and generate traffic data reports using the traffic detection and data collection functions of the ITS. The Consultant shall assign a Traffic Data Collection Coordinator for the activities and efforts in this task. The Coordinator will attend meetings at the Department or other agencies offices to become familiar with traffic data requirements, develop consistent report formats, establish and maintain working relationships and improve traffic data sharing among JTMC partners and other involved parties.
The newly approved Transportation Act (Moving Ahead for Progress in the 21st Century “MAP-21”), which provides the majority of Federal-aid highway funds to the States, will tie Federal surface transportation funding to States’ actual improvements in transportation system performance. By establishing performance targets and measuring and tracking performance, States will be held accountable for improving the performance of their transportation system. The Consultant shall assign Traffic Analysts for the activities and efforts in this task.

3.3.8.3 Sub-Task Description

3.3.8.3.1 The Consultant shall designate a Traffic Data Collection Coordinator for this contract who will be responsible for the activities and efforts of this task. The Traffic Data Collection Coordinator will fulfill requests for archived data records and generate traffic data reports using the traffic detection and data collection functions of the ITS.

3.3.8.3.2 The Consultant shall coordinate with Department staff, JTMC partner agencies, and other involved parties such as NYMTC and TRANSCOM, to develop consistent report formats that will benefit said parties for planning and operations activities. The Consultant will fulfill requests for collected traffic data from these parties or Public Information as instructed.

3.3.8.3.3 The Consultant will designate Traffic Analysts to assist the State with activities and efforts of meeting the requirements of the new Transportation Act. The Consultant will measure and track the operation of the surface transportation system and quantify how much the traveler is benefiting from reductions in congestion, accidents and travel time. Analysis of the real-time data will enable the State to know how well the surface transportation system is working and assist the State in ensuring continued Federal funding. The Consultant will prepare reports to provide status updates ensuring the State continues to meet Federal funding requirements.

3.3.8.3.4 In coordination with the Project Manager and Operations Manager, prepare the JTMC Performance Measures reports every 6 months.

3.3.9 Task 9: ITS Data Quality Assurance Services

3.3.9.1 **TMCs covered:** This task is specific to the JTMC only.

3.3.9.2 Summary

This task will cover work by the Consultant to review and support the goal of accurate and timely distribution of traveler information to existing and future
electronic media outlets. This task will also cover work to regularly review system-generated reports from the JTMC for accuracy, as well as compile and electronically store relevant ITS information.

3.3.9.3 Sub-Task Description

3.3.9.3.1 The Consultant shall assign an ITS Data Quality Specialist staff member for this task. The individual will be responsible for reviewing systems at JTMC, and electronic media outlets that utilize and redistribute JTMC data, for ITS data quality assurance. The Consultant will fulfill requests for data input and display quality for State websites.

3.3.9.3.2 The individual will also establish document handling and storage procedures for ITS data and material related to the JTMC, and will coordinate with the Region 11 Construction Group and the JTMC Construction Coordinator for electronic storage and display of roadwork-related information.

3.3.10 Task 10 - System Computer Network and Hardware/Software Support

3.3.10.1 TMCs covered: This task is specific to the Regional TOCs only.

3.3.10.2 Summary

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

All work associated with this task shall be in accordance with NYSDOT Information Technology policies and procedures, New York State Information Security policies and procedures, standards established by the Federal Highway Administration, and standard industry practices. The Consultant is responsible for providing these services 24 hours a day, 7 days a week. This shall be accomplished by scheduling Task 10 personnel at the RTOC in accordance with the table in Section 3.2 and providing off-hours support. This is a separate and distinct task from Tasks 1, 2, 3, and 4 and shall require that the Consultant provide personnel dedicated to this task, as per the
“Desired Minimum Hours of Coverage by Task per TOC” table in Section 3.2.

Personnel assigned to this task shall be assigned to work at the RTOC (Rochester TOC) and take direction from the NYSDOT RTOC Systems Engineer. Consultant staff assigned to this task will support all TOCs within the Upstate TMC Partnership. This position is primarily scheduled for normal working hours but shall be in an on-call status, nights and weekends in the event of significant system failures. Task 10 personnel shall contact the RTOC/TOC within 15 minutes of being paged/contacted during off-hours.

It is anticipated that the consultant staff will spend a majority of time at the Rochester TOC; however, off site support at the other TOCs will be necessary. Both the Syracuse and Hornell TOCs are less than 2 hours of travel by car, thus no overnight stays are warranted. Consultant shall provide transportation on an as needed basis and the cost of travel shall be included as a direct no-salary expense. It is anticipated that the annual mileage of travel will not exceed 6,000 miles.

3.3.10.3 Sub-Task Descriptions for Task 10 (includes, but is not limited to):

3.3.10.3.1 The Consultant will assign a Systems Engineer for this task, which will be a fulltime position. The Systems Engineer will support Regional TOC communications networks, including: Ethernet, serial, dial-up, cellular, leased-line dedicated circuits, terminal servers and dedicated wireless communications. This task shall be conducted within the limits of NYSDOT Information Technology (IT) Security Policies and in accordance with the Departments rules for consultant access to IT resources. The person assigned to this task shall be:

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

b. Familiar with handling and installing fiber optic and copper communication patch cords and other interface connectors.

c. Diagnosing and reporting the network status from various network monitoring tools.

d. Reporting and managing leased-line network issues with private communication providers.

e. Configuring and installing modems, IP communication devices (wireline and wireless), terminal servers, and other communication equipment.

f. Assisting in the design, configuration, and installation of new wireless field communication equipment.
g. Ensuring that network and security system policies are implemented, tested, and updated as needed.

3.3.10.3.2 Providing support for desktop workstations and servers running standard Microsoft legacy and current OS’s and various software packages.

a. Install and manage software and hardware on desktop, laptop, and physical servers.
b. Perform routine and unplanned system maintenance tasks.
c. Routinely back-up the system software and archive data history records in accordance with a format and schedule determined or approved by the Department.

3.3.10.3.3 Supporting the Advanced Traffic Management System’s central software and support any future central software system which replaces, supplements, or modifies the existing Advanced Traffic Management System.

a. Add, remove, and modify devices as needed.
b. Back-up system and system databases on a scheduled basis.
c. Monitor and manage system to minimize downtime.

3.3.10.3.4 Configuration management.

a. Maintain system configurations per established standards on central TOC hardware and field devices.
b. Modify configuration databases for all changes.
c. Thoroughly test all functionality and configuration changes and shall provide documentation of all work performed under this task. The documentation shall conform to existing documentation standards.
d. Produce change management notices for internal and external configuration changes.

3.3.10.3.5 Support field devices.

a. Troubleshoot device and communication problems. At times this will include visits to equipment locations external to the Regional TOCs.
b. Maintaining/making minor equipment repairs or monitor the schedule of other repairs with vendors, upon NYSDOT direction (NYSDOT makes the repair vendor selection).

c. Install replacement equipment as needed. Equipment will be provided by NYSDOT.

d. Coordinate repairs and other issues with utility companies.

3.3.10.3.6 Research and bench testing of existing and proposed equipment.

a. Research new equipment to determine feasibility of integration.

b. Conduct operational tests to confirm that equipment operates per manufacturer’s specifications.

c. Recommend equipment based on technical merits and cost measurement of effectiveness such as life cycle, maintenance, and other costs.

3.3.10.3.7 Performance reporting.

a. Produce system performance reports from ATMS logs and other sources indicating up/downtime of equipment.

b. Produce speed and volume reports for ATMS data tables.

c. Develop quality control measures that ensure speed, volume, and other ATMS log data are accurate.

d. Assist in the development of “dashboard” performance measure reports for Regional TOCs and highway operations.

3.3.10.3.8 Administrative duties

a. Consultant shall process all equipment purchase requisitions according to NYSDOT Standard Purchasing Procedures. The purchase orders shall be issued and processed by the Consultant. NYSDOT will approve the purchase and it will be the consultant’s financial responsibility. All approved items purchased shall be reimbursed by the State as a direct cost to the contract. All purchasing shall be done following applicable State procedures and will be subject to the approval by the State.

b. Inventory, monitor, and maintain summary reports for all software licenses, warrantees, and expirations.

c. Add, remove, and modify equipment status data in the asset management inventory Systems (currently ATMS and Cartegraph/ITS).
3.3.10.3.9 Safety

Some of this work will take place at equipment locations external to the Regional TOCs. Consultant personnel will be responsible using their personal vehicles, and the Consultant will be responsible for providing amber warning lights and safety apparel to Task 10 personnel.

Consultant personnel shall conform to all appropriate NYSDOT safety and work zone procedures.

3.3.11 TASK 11: TRANSITION

3.3.11.1 TMCs covered: This applies to both the JTMC and Regional TOCs

3.3.11.2 Summary

This task shall only be required if the Consultant is not designated for award of a contract(s) to replace these contracts. To ensure a seamless transition between the Consultant and a future designated Consultant, NYSDOT will establish a transition period during which the Consultant will work with the future designated Consultant to provide the necessary coordination and services to maintain the ITS Operations at the TMCs without interruption of service during the transition.

3.3.11.3 Sub-Task Descriptions – General

3.3.11.3.1 Upon notification by the JTMC and Upstate TMC Managers, the Consultant will develop a Transition Plan and submit the Plan to the JTMC and Upstate TMC Managers for approval within 30 days of notification. The transition plan will include the following:

a. The schedules, assignments, holiday and sick leaves of all staff before and during the transition.

b. Identifying the required system operations requirements during transition.

c. Address concerns and emergency requirements for coverage of the TMCs.

3.3.11.3.2 After review by the appropriate TMC Managers, the Consultant will finalize the Transition Plan

3.3.11.3.3 At the discretion of the appropriate TMC Managers, the Consultant will participate in meetings with any partner agencies to address any concerns prior to transition.
3.3.11.3.4 At the discretion of the appropriate TMC Managers, the Consultant and its Key Staff will participate in meetings with the future designated Consultant.

3.3.11.3.5 The Consultant will provide technical support for equipment malfunctions during the transition.

3.3.11.3.6 The Consultant will identify any additional system requirements prior to transition.

3.3.11.3.7 The requirements and formats of the transition plan will be developed in consultation with NYS DOT staff.

3.3.11.3.8 The Consultant shall return to the TMC Manager all NYSDOT property including cell phones, vehicles, etc.

3.3.11.3.9 At the end of the contract, the Consultant shall return to NYSDOT all data owned by NYSDOT and remove such data from any electronic equipment owned by the consultant.
4 PROPOSAL FORMAT AND CONTENTS

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

Part I is the Technical and Management submittal, and shall consist of:
   a. The Technical and Management submittal using the NYSDOT 255NAE form (Attachment #16).
   b. Any FOIL exemption request (see below).

Part II is the Cost and Contract submittal, and shall consist of:
   a. The two PLL forms (Section 4.9),
   b. DBE Participation Information (Attachment #6) for both contracts
   c. DBE Solicitation Log (Attachment #7) for each contract, plus the DBE Goal Attainment Explanation Letter (for all submissions where less than the DBE participation goal is proposed),
   d. The Project Budget Submission (Attachments #14 and 15),
   e. The Consultant Certification form (Attachment #2),
   f. Any Employment Certification letters (see section 4.1, Item #8 below)
   g. Form AOR (Attachment #12)
   h. The Non-Collusive Bidding Certification (Attachment #13)

NOTE: NYSDOT will protect confidential and proprietary information from disclosure to the extent permitted by the Freedom of Information Law (“FOIL”), Article 6 of the Public Officers Law. If an offerer 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”. Additionally, offerers need to explain the reason(s) why this information should be considered exempt from public disclosure under FOIL

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

4.1 Managed File Transfer submission
Submission of the proposal will be done via NYSDOT’s Managed File Transfer (MFT) utility. To use this, Proposers are to e-mail the Designated Contact (section 1.7) no later than five business days before the Proposal Due Date (section 6.8) indicating their intent to submit a proposal, and provide a contact name and e-mail address. MFT Instructions will be provided by NYSDOT to the Proposer’s contact.
4.2 Part I: Technical and Management Submittal

Proposing firms shall use the NYSDOT 255NAE form (Attachment #16) for their Part I submission. The form’s purpose is to provide information regarding the firm’s qualifications to undertake the project. Only one form should be submitted for each team (prime or joint-venture plus subconsultants) SEPARATE FORMS SHOULD NOT BE SUBMITTED FOR SUBCONSULTANTS. Responses should be as complete and accurate as possible, contain data relevant to the specific project, and be provided by the required due date. ALL INFORMATION CONTAINED IN THE FORM SHALL BE CURRENT AND FACTUAL.

The form must be submitted as a single electronic document in a PDF format. File names shall begin with “JTMCRTOC”, followed by your firm name and ending with the 6 digits: 255NAE (e.g. JTMCRTOCxxxx255NAE.pdf, where “xxxx” is the firm’s name). DO NOT INCLUDE ANY GRAPHICS EXCEPT AS NEEDED FOR THE ORGANIZATIONAL CHART (ITEM 7).

THE NYSDOT 255NAE FORM SHALL NOT BE ALTERED AND IT SHALL BE SUBMITTED IN BLACK AND WHITE. ANY PAGES OF THE 255NAE WHICH HAVE BEEN ALTERED OR HAVE NOT FOLLOWED THE FORMATTING INSTRUCTIONS MAY, AT NYSDOT’S DESCRETION, BE REMOVED FROM THE SUBMISSION BEFORE THE TECHNICAL EVALUATION PROCESS.

Below are specific areas proposers should address when completing the specified items in the 255NAE submission form:

Item #7 Organizations Chart

The Consultant’s Project Manager and Key Staff for each Contract should be identified in the Organizational Chart. The Project Manager is the individual who is the primary Point Of Contact for NYSDOT, and will be the individuals responsible for the overall success of the Contracts.

Item #8 Key Staff Resumes

The selection and retention of a Consultant will be contingent on the availability of the proposed Key Staff. Proposing firms must provide resumes for their proposed individuals for the Key Staff specified in Table 1 in Section 3.2.2. Proposers should specify in the title section which contract (JTMC or Upstate TMC) the resume applies.

If a firm (prime or subconsultant) is proposing individual(s) for a Key Staff position who are currently employed by a different firm, then a letter from the individual(s) confirming their intent to leave their current employer to join the proposing firm if designated for this contract must be
The confirmation letter must be a separate document along with the Part II proposal submission.

In the narrative section (section 8H), please address the individual’s experience/qualifications which will enable him/her to meet the requirements of the position as described in Attachment 10.

Item #9 Approach to Scope of Services:
Describe your approach for implementing the Scope of Services as outlined in Section III of this RFP. Your approach to the items below may reflect acceptance of the Scope of Services of this RFP, or you may wish to elaborate upon it. Describe, in detail, your plan for accomplishing the following:

- coordinating the overall effort to provide the required services outlined in Tasks 1 through 11 above in an effective and cost-efficient manner;

- an Initial Personnel Plan for the JTMC and Regional TOCs describing the recruiting, training, assigning and substituting consultant staff for the TMCs to assure adequate system coverage. Include in this discussion how staff will be recruited, trained, assigned to shifts, what provisions will be made for coverage during vacations, illnesses and absences, and how personnel turnover will be minimized. Note: the Consultant will work with the TMC Managers to finalize the Personnel Plan within 30 days after the start of the Contract;

- providing coordination with outside agencies, such as the police, firms and organizations engaged in gathering and disseminating traffic information, and the media.

If proposing a joint venture, describe clearly in item 9 the manner in which the project will be managed by the joint venture and the technical work coordinated and accomplished by the joint venture.

Item #10 Firm/Team’s Experience:
The qualifications of the proposer are of great importance to NYSDOT. Specifically discuss what relevant experience your firm has with:

- Managing and coordinating complex projects comprised of diverse tasks;

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

- Managing and coordinating projects involving several agencies and the media, including local transportation and public safety agencies.

- The writing and revision of operational manuals, and equipment/supplies record keeping and inventory.

4.3 Part II: Cost and Contract Submittal

The Part II proposal response requirements are listed below. Please be sure that these instructions are followed to ensure that your proposal is considered responsive to be eligible for contract award:

Part II of the proposal consists of two sections: (1) a Cost Section (Attachments #14 and #15), which sets forth the rates for performing the work in the scope of services, and (2) the Contract Section, which provides the required State certification and RFP administrative forms. Cost information is not to be included in the Part I submittal, and Technical and Management information is not to be included in Part II submittal.

4.3.1 Cost Proposal

Using Attachments #14 and #15, proposed staff shall be assigned to one of the 14 contract job titles provided below in Table 2 and repeated in Attachment 10 - Title and Descriptions. The Offeror shall only use the specified Contract Job Titles provided in Table 2 in preparing its Cost Proposal:

Each Cost Proposal must contain a labeled Cost Proposal Spreadsheet which includes the following worksheets: Salary Schedule, Staffing Schedule, Estimate of Direct Non-Salary Costs, and Summary of Costs. Each worksheet in the spreadsheet will include information for all firms on the proposed team, Prime plus each subconsultant. Attachment 17 includes directions for completion of the Cost Proposal Spreadsheet and all of the included worksheets.

The offering firm’s proposed Cost will be determined as a result of the entries (made by the proposing Prime firm/Offeror) in the above referenced Cost Proposal Spreadsheet/worksheets.

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

4.3.2 Guidelines for Direct Salaries

The State will pay overtime as shown below:

Table 2: Overtime Categories

<table>
<thead>
<tr>
<th>Title</th>
<th>OT Payment Category*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal-in-Charge</td>
<td>A</td>
</tr>
<tr>
<td>Project Manager</td>
<td>B</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>C</td>
</tr>
<tr>
<td>Systems Administrator</td>
<td>C</td>
</tr>
<tr>
<td>Systems Engineer</td>
<td>C</td>
</tr>
<tr>
<td>Construction Coordinator</td>
<td>C</td>
</tr>
<tr>
<td>Special Incidents Coordinator</td>
<td>C</td>
</tr>
<tr>
<td>Traffic Data Collection Coordinator</td>
<td>C</td>
</tr>
<tr>
<td>Shift Managers</td>
<td>C</td>
</tr>
<tr>
<td>Systems Operators (I, II, III)</td>
<td>C</td>
</tr>
<tr>
<td>Field Technicians</td>
<td>C</td>
</tr>
<tr>
<td>ITS Data Quality Specialist</td>
<td>C</td>
</tr>
<tr>
<td>Technical Specialists</td>
<td>C</td>
</tr>
<tr>
<td>Traffic Analysts</td>
<td>C</td>
</tr>
</tbody>
</table>

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

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

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

If the contract is extended for the optional extension years, all of the contract’s out-year labor rates are subject to the rate adjustment rule stated in section 2.4.

4.3.3 Guidelines for Direct Non-Salary Expenses
Any costs associated (including labor, travel, meals and lodging) with general continuing education, certification classes, or educational and professional activities are not reimbursable or chargeable to the project.

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

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

**For Cost proposal purposes**, most direct-non salary costs associated with this project cannot be estimated at this time. Therefore, **NYSDOT is directing proposing firms to NOT make any entries to the Direct Non-Salary Costs worksheet**. For more information, refer to Attachment 17 Cost Proposal Spreadsheet Instructions.

4.3.4 Guidelines for Overhead Rates and Categories

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

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

- Satellite office for the JTMC as described in section 3.1.2.1
- Additional office space, utilities and services for Consultant personnel, if deemed necessary by Consultant and approved by the State;
- Fingerprint fees and other costs associated with background investigations;
- Verizon Cellular devices for on-site Operations Managers, System Analyst, System Administrator, System Engineer and Field Technicians;
- Secretarial services for typing correspondence, reports and records, etc.
- Training costs; and,
- Items included in the draft terms and conditions (Attachment 1)

Overhead categories fall under two designations: Office and Field. Office overhead is defined as overhead associated with a position located at and working out of the firm’s offices. Field overhead is defined as overhead associated with a position located at the State’s site, in this case the JTMC and Upstate TMC.
4.4 Acceptance of Terms and Conditions

Completed Attachment 2, which shall specify the proposer’s acceptance of the terms and conditions contained in the draft Contract enclosed as Attachment 1 to this solicitation. The Consultant shall specifically state its acceptance of all Terms and Conditions of the draft Agreement contained in Attachment 1 of this Request for Proposals. Offerors should complete and submit the “Consultant Information and Certifications Form,” included as Attachment 2 to this RFP, to indicate their acceptance of all of the terms and conditions contained in the draft Agreement. Altering this form without the prior expressed written approval of the New York State Department of Transportation is prohibited and may lead to the proposal being deemed non-responsive and subsequently dismissed. **No exceptions to any of the draft contract’s terms and conditions will be entertained by NYSDOT.** Conditional bids will be deemed non-responsive.

4.5 DBE Participation

In Part II of your firm’s proposal, provide the following for each contract:

a. Complete and submit Attachment 6 DBE Participation Information. Provide the legal names of all certified DBE consultants (prime and/or subconsultant).

b. For firms whose DBE participation is less than the established goal stated in section 1.5 (or where the prime consultants certified as a DBE proposes to meet the Department’s DBE participation goal via their meaningful participation), the firm must also complete and submit Attachment 7: DBE Solicitation Log. Submission of **DBE Goal Attainment Explanation Letter** shall be required for proposals with either partial goal attainment or no goal attainment at all.

4.6 Modification Acknowledgement Forms

The Proposer shall include a completed acknowledgment of receipt form (Attachment 12: Form AOR), acknowledging receipt of any Modifications issued by the Department.

4.7 Consultant Identification Number (CIN)

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

If an offeror does not have a CIN and they are selected for contract award, they will be required to obtain one through the following NYSDOT Web site prior to negotiation of the contract: “How to Register a New Consultant Firm with NYSDOT” at [https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions](https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions)
4.8 Non-Collusion Bidding Certification
All Proposers shall submit a completed Attachment 13: Non-Collusive Bidding Certificate.

4.9 Procurement Lobbying Law


Filing the two required forms is mandatory for all consultants in order to be considered for contract award. These Forms are:

- Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/offers_affirmation_and_agreement_form.pdf

*Failure to submit the required PLL forms with your proposal will result in elimination from consideration for contract award.*

Use Contract Number’s C031190 and C031191 wherever requested in the forms. Please call or e-mail the individuals identified as the Designated Contacts in section 1.7 of this RFP if you have any questions regarding how to complete this required form.

Per the Procurement/Lobbying Law of 2005, any person who wishes to contact NYSDOT regarding this project during the restricted period (i.e. from advertisement through designation), may only contact the persons noted in Section 1.7 to this solicitation.

For additional information, refer to Attachment 3: Procurement Lobbying Law Compliance.
5  CRITERIA FOR EVALUATION OF PROPOSALS

5.1  General

Proposals shall be pre-screened to determine if they meet the minimum RFP responsiveness (reference Section 1.4). Those which do shall be considered further; those which do not shall be deemed non-responsive and shall be removed from further consideration.

Proposals shall then be evaluated by the Department using a Best Value Method evaluation process based on the technical and cost criteria described below. Technical considerations are of greater importance than pricing considerations; however, price is a significant factor in the Department’s evaluation of proposals. Technical proposals will be scored based on the information provided under Section 4.1 in accordance with the pre-established criteria listed in Section 5.3 below. The cost portion of 4.2 will be point scored in accordance with the pre-established criteria listed in Section 5.4 below.

Technical and Management Proposal evaluation will be accomplished by a representative committee comprised, as appropriate, of technical, program and management personnel. Committee members will score each proposal individually and then meet as a group to discuss the proposals. Evaluators will be allowed to revise scores on the basis of the committee discussions. Only proposals determined to be technically acceptable and susceptible for contract award (short-listed) will be considered further and have their cost proposal included in the selection process.

Proposers responding to this RFP may be requested to clarify issues or to provide additional insights into their proposal through written clarifications and/or technical interviews. 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. Furthermore, the Department reserves the right to ask clarifying questions regarding each cost proposal (Part II) and DBE participation as well.

The Department reserves the right to request best and final offers from firms that are determined to be susceptible for contract award.

An award shall be made to the offeror whose proposal receives the highest total score after considering all technical and cost/price evaluation factors.

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

At the conclusion of the evaluation process, an announcement of the Department’s designation(s) will be posted on the NYSDOT Web. All non-designated firms shall be notified in writing regarding the results from the solicitation, and will be offered an
opportunity to hold a debriefing. Further, it is expressly understood that this Request for Proposals does not commit the Department to award a contract, pay any costs incurred in the preparation of a proposal to this request, or to procure or contract services or supplies. Further, the Department shall have no obligation or liability whatsoever to the vendor selected as a result of this solicitation unless and until a contract satisfactory to the Department is approved and executed by the vendor and all necessary State officials.

5.2 Pre-Screening of Proposals - Including DBE Participation
NYSDOT will conduct a pre-screening of each proposal to ensure all contents have been submitted in accordance with the minimum proposal responsiveness requirements as specified in the RFP. RFP specifications include that it is NYSDOT’s sole discretionary determination as to whether a proposal is complete (reference “Minimum RFP Responsiveness” Section 1.4). Proposals which do not meet the mandatory specifications in the Minimum RFP Responsiveness section will be deemed non-responsive by NYSDOT and will not be considered further.

As part of the pre-screening process, the proposed DBE participation percentages offered for NYSUCP certified prime consultants and/or NYSUCP certified subconsultants will be reviewed (Attachment 6 DBE Participation Information). To count towards the Department’s DBE participation goal, each firm must be currently listed in the NYSUCP Directory. If the proposed DBE participation is less than the established goals in section 1.5 (or where a prime consultants certified as a DBE proposes to meet the Department’s DBE participation goal via their meaningful participation), the firm’s evidence of a Good Faith Effort (Attachment 7 DBE Participation Solicitation Log) to achieve the goal will be reviewed, along with the firm’s letter of explanation (DBE Goal Attainment Explanation Letter) as to why it was unable to meet the goal. During the review process, which will include verification of a firm’s Good Faith Effort evidence, if it is determined by the Department that the firm did not provide an acceptable Good Faith Effort, then the proposal will be deemed non-responsive and will be removed from further consideration.

5.3 Technical and Management
The technical and management proposal will be scored and will represent 70% of the total score for a proposal. The major evaluation criteria are listed in descending order of importance. Sub-criteria within major evaluation factors are also in descending order of importance.

A proposal to be deemed technically acceptable and susceptible to contract award must receive an average raw committee score of 42 points or higher out of a total possible of 70 points.
5.3.1 **Experience of the Firm(s)**

5.3.1.1 Quality, extent and relevance of experience of the firm related to managing Transportation Management Center operations contracts and operating 24/7/365 Transportation Management Centers in the same urban environments as the TMCs.

5.3.1.2 Managing and coordinating projects involving several agencies and the media, including local transportation and public safety agencies;

5.3.1.3 Technical writing and equipment/supply record keeping and inventory expertise

5.3.1.4 Quality of experience of the firm(s) in providing training to all consultant Transportation Systems Management Operations staff.

5.3.1.5 Quality of experience of the firm in providing human resources, managerial and administrative support to off-site operations personnel, including support to personnel who work evenings, overnights, and weekends.

5.3.2 **Experience of the Staff**

5.3.2.1 Quality, extent and relevance of experience of key personnel to administer and direct technical personnel in resolving problems with system software and field hardware.

5.3.2.2 Quality, extent and relevance of education, training, and experience of the Key Staff related to their duties.

5.3.3 **Approach to the Scope of Services**

5.3.3.1 Degree to which the proposed approach for implementing the scope of services reflects understanding of the project scope and objectives and will assure effective, cost-efficient and uninterrupted operation of the JTOC.

5.3.3.2 Quality and reasonableness of plan to coordinate with outside agencies such as local police and transportation, firms and organizations engaged in gathering and disseminating traffic information, and the media.

5.3.3.3 Qualities of suggested tasks, in addition to those detailed in the RFP (Section III Scope of Services), which will assist the Department improve the operational efficiency of the TMCs.
5.3.4 Organization and Staffing

5.3.4.1 Quality and reasonableness of the Initial Personnel Plan for recruiting and training operators and technicians; assigning them to shifts; providing coverage during vacations, illnesses and absences; limiting personnel turnover.

5.3.4.2 Reasonableness of structure of organization to carry out tasks required by contract, including the proposed plan for the use and coordination of subconsultants, if any, and the submitted Organizational Chart.

5.3.5 NYSDOT Performance Evaluations / References
NYSDOT Performance Evaluations (PERF’s) will be reviewed and scored. To supplement and/or in case PERF’s are not available for a particular Proposer, Reference Forms will be sent to one or more of the references supplied by a Proposer in its technical submission. In addition, NYSDOT reserves the right to contact and obtain Reference Forms from any additional source of information, located either in New York State or in other jurisdictions.

5.4 Cost and Contract
The Cost portion of the Cost and Contract Proposal will be point scored and will represent up to 30 percent of the total proposal score. The Cost score for each Cost Proposal will be based upon the Total Combined Estimated Cost for the two contracts for the three year term as presented on Attachments 14 and 15, Cost Summaries Tab, Three Year Total Estimated Costs (for the Prime) in the Offeror’s Cost Proposal Spreadsheet.

Only Cost Proposals from proposing Prime firms/Offerors that have been short listed per Section 5.3 of this RFP will be evaluated and scored.

The Cost score for each short-listed offeror shall be calculated by comparing each derived three year Total Combined Estimated Cost of each proposal to determine which is the lowest. The Offeror with the lowest three year Total Combined Estimated Cost for both contacts will receive a perfected cost score of 30 points. All other offerors will receive proportionately lower perfected cost scores based upon their three year Total Combined Estimated Cost.
6 ADMINISTRATIVE SPECIFICATIONS

6.1 Proposal Submission

6.1.1 The proposal shall be signed by an official authorized to bind the offerer. (NYSDOT 255NAE, page 15)

6.1.2 Along with the NYSDOT 255NAE, any required DBE certificates or employment letters should be included as separate PDF files with the Part I submission.

6.1.3 Proposers shall submit the NYSDOT 255NAE and the Cost and Contract components (Hourly Rates Excel spreadsheet, PLL forms, Consultant Information and Certifications, Modification Acknowledgements) via NYSDOT’s Managed File Transfer (MFT) application (see section 4.1). Proposals must be received by NYSDOT by Noon on May 6, 2014.

6.2 State’s Rights

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

a. To accept or reject any or all proposals;
b. To correct any arithmetic errors in any or all proposals;
c. To change the proposal’s due date upon appropriate notification to interested firms;
d. To eliminate any mandatory RFP specification unmet by all offerors in the evaluation of received proposals;
e. To adopt any or all of a successful offeror’s proposal;
f. To negotiate modifications to the scope, milestone payment schedule and total cost, and contract terms and conditions with the selected offeror prior to contract award only if it is in the best interest of the state to do so;
g. To disqualify an offeror from receiving the award if such offeror, or anyone in the offeror’s employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;
h. To revise/amend any provision of this RFP by written notification to offerors, prior to proposal submission;
i. To eliminate any requirement that is found to be unmet by all offerors;
j. To make inquiries, by means it may choose, into the offeror’s background or statements made in the proposal to determine the truth and accuracy of all statements made therein;

k. To select and award the contract to the offeror whose proposal represents the best value to NYSDOT;

l. Should NYSDOT determine that the negotiations with the selected offeror will not result in a contract, to begin contract negotiations with the next-best-value offeror(s) responsive to this RFP — without again requesting proposals;

m. If NYSDOT terminates the contract — without again requesting proposals, to begin contract negotiations with the next-best-value offeror; and

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

6.3 Vendor Responsibility

In accordance with the NYS Finance Law, NYSDOT will only make contract award to vendors that are determined to be responsive and responsible. All selected offerors of contracts valued at $100,000 or more will be required to provide vendor responsibility information through the Office of the State Comptroller website via [http://www.osc.state.ny.us/vendrep/index.htm](http://www.osc.state.ny.us/vendrep/index.htm) before negotiation of a contract. Offerors must certify the accuracy of the information they provide in the questionnaire.

6.4 Registration with NYSDOT

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

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

6.5 **Contractor Tax Certification**

Per Section 5-a of the NYS Tax Law, all vendors selected for contracts in excess of $100,000 for the sale of goods or services must complete and submit Forms ST-220-TD and ST-220-CA (Contractor Certifications) prior to negotiation of a contract with State agencies. You should make yourself familiar with these forms by visiting the following Web sites: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf (Form ST-220-CA) and http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf (Form ST-220-TD)

6.6 **Inquiries and Information**

All questions concerning this solicitation must be directed *only* to the individual specified in Section 1.7 of this RFP. The last date to submit questions for this solicitation is stated in Section 6.8 below.

Responses to all questions of a substantive nature, as well as copies of the questions, will be posted to the NYSDOT web site.

6.7 **Protest Procedure**

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

6.8 **Tentative Schedule of Key Events**

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

- **RFP Release Date:** April 8, 2014
- **Question Submittal Deadline:** April 25, 2014
- **Proposals Due:** May 6, 2014, 12 noon Eastern Time
- **Recommendation & Designation:** Approximately June 2, 2014
- **Contract Finalizing:** Two weeks
- **Contract Award:** 4–6 weeks after completion of contract negotiations
7.1 ATTACHMENT 1: SAMPLE CONTRACT
NEW YORK STATE DEPARTMENT OF TRANSPORTATION

F.A. NO.: _____________ P.I.N.: _____________

COMPTROLLER'S CONTRACT NO. C03119X


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

CONSULTANT FIRM NAME
CONSULTANT FIRM ADDRESS
(hereinafter referred to as "CONSULTANT")

WITNESSETH:

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

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

ARTICLE 1. PERFORMANCE OF WORK.

Subject to the provision of ARTICLE 14 hereof, the CONSULTANT shall perform all of the work described in SCHEDULE A generally in accordance with the CONSULTANT'S PROPOSAL and cause such work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this CONTRACT. The CONSULTANT shall perform the work in accordance with professional standards and with the diligence and skill expected of a company with extensive experience in the performance of work of the type described in SCHEDULE A. The CONSULTANT shall furnish such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this AGREEMENT. It is understood and agreed that ______________________ shall serve as the CONSULTANT's Project Director and as such shall have the responsibility for the overall supervision and conduct of the work on behalf of the CONSULTANT and that the persons described in SCHEDULE A shall serve in the capacities described therein. Any change of project personnel by the CONSULTANT shall be subject to the prior written approval of the STATE. The STATE reserves the option to extend the terms and conditions of this CONTRACT to any other state agency in New York subject to the approval, of all necessary state officials.
The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the STATE.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT.

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

ARTICLE 3. INSPECTION.

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

ARTICLE 4. TERM OF THE AGREEMENT.

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

ARTICLE 5. MAXIMUM AMOUNT.

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

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

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

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

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

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

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

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

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

Item III - Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be fixed for the term of this AGREEMENT, unless changed by subsequent amendment to this agreement, and shall be ___ % (Office) and ___ % (Field) for AAAAA (Prime) and ___% (Office) and ___% (Field) for A-1 A-1 A-1 A-1 A-1 (subconsultant).
For monthly billing purposes, the fixed overhead percentages shall be applied to the charges made under Item IA (Actual Direct Technical Salaries) of this ARTICLE to determine the overhead amount to be billed.

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

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

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

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

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

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

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

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

ARTICLE 7. CONTRACT PAYMENT.

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

ARTICLE 8. PARTIAL PAYMENTS.

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

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

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

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

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

ARTICLE 9. FINAL PAYMENT.

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

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

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

ARTICLE 10. EXTRA WORK.

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

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

ARTICLE 11. CONSULTANT LIABILITY.

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

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

ARTICLE 12. INSURANCE.

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

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

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

2. Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by the Department, policies must be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.

3. Certificates of Insurance/Notices. CONSULTANT shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commissioner, before commencing any work under this contract. Certificates or transmittal correspondence shall reference the NYSDOT Contract C Number. Certificates shall be mailed to:

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

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

a. Be in the form provided by the Department (C218 or successor) unless the Department specifically approves a different form. The ACORD forms of Certificate of Insurance are not acceptable.
b. Be signed by an authorized representative of the insurance carrier or producer and be acknowledged before a notary public.
c. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
d. Specify the Additional Insureds and Named Insureds as required herein.
e. Refer to this Contract by number on the face of the certificate, and
f. Expressly reference the inclusion of all required endorsements.
g. If at any time during the term of this contract, it shall come to the attention of the Department that required insurance is not in effect or that adequate proof of insurance has not been provided, the Department may, at its option:
   (1) Direct the CONSULTANT to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or
   (2) May withhold further contract payments in accordance with Article 8, or
   (3) Treat such failure as a breach or default of the contract.

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

5. Primary Coverage. All insurance policies, excepting workers’ compensation, shall provide that the required coverage shall be primary as to any other insurance that may be available to the Department for any claim arising from the CONSULTANT’s work under this contract, or as a result of the CONSULTANT’s activities.

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

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

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

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

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

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

1. Workers’ Compensation and Disability Insurance. As required by State Finance Law §142, CONSULTANT shall maintain in force workers’ compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of CONSULTANT’s employees. CONSULTANT shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.
2. **Commercial General Liability Insurance.** CONSULTANT shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of CONSULTANT. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of not less than $1,000,000.00 per occurrence and not less than $2,000,000.00 aggregate. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:

(1) Coverage for liability contractually assumed by the CONSULTANT.
(2) All insurance policies required by these specifications except workers’ compensation and professional liability shall be endorsed to provide coverage to “the State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work,” using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms providing equivalent coverage.

3. **Commercial Automobile Insurance including liability and required coverage for New York** *(applicable to any project where automobiles or other vehicles will be employed to complete the work).* In the event that automobiles are used in connection with CONSULTANT’s business or operations with the Department, CONSULTANT shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of CONSULTANT’s automobiles (including owned, hired and non-owned vehicles) on and around the project. This should be ISO form CA 00 01 10 01, CA 00 01 01 87 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than $1,000,000.00 each accident.

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

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

**ARTICLE 13. INTERCHANGE OF DATA.**

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

**ARTICLE 14. DISPOSITION OF DATA.**

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

**ARTICLE 15. DAMAGES AND DELAYS.**

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

**ARTICLE 16. NOTICE OF BANKRUPTCY, VENUE, AUDITS.**

If, prior to final audit, CONSULTANT files for relief pursuant to Title 11 of the United States Code under the Bankruptcy Laws or a successor statute, this contract shall be treated as an executory contract under 11 USC §365 of the Bankruptcy Laws or successor statute, and subject to assumption or rejection by the debtor within the time permitted by law.
The CONSULTANT must immediately send written notice to Contract Management of the New York State Department of Transportation at its main office in Albany and send all relevant pleading of the voluntary or involuntary filing of a Bankruptcy proceeding by the CONSULTANT, its subsidiary, its principals and officers or a related entity whether or not the CONSULTANT believes that any debt is owed to the State by final audit or otherwise.

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

The CONSULTANT agrees that the automatic stay under 11 USC S362 or a successor statute shall be deemed inapplicable or that this agreement shall constitute consent to the lifting of the stay with respect to the State's performance of or completion of any audit pursuant to the terms of this contract.

ARTICLE 17. TERMINATION.

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

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

(b) If the termination is brought about as a result of the unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the STATE.

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

ARTICLE 18. DEATH OR DISABILITY OF THE CONSULTANT.

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall devolve upon the survivors of them, who shall be obligated to perform the services required under this AGREEMENT, and the STATE shall make all payments due to them.
In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within (60) days to the STATE or their duly authorized representative. In case of the failure of the CONSULTANT'S successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the STATE for any damages it may sustain by reason thereof. Upon the delivery of all such data to the STATE, the STATE will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 19. CODE OF ETHICS.

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

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

ARTICLE 20. INDEPENDENT CONTRACTOR.

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

ARTICLE 21. COVENANT AGAINST CONTINGENT FEES.

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

ARTICLE 22. TRANSFER OF AGREEMENT.
The CONSULTANT specifically agrees, as required by the State Finance Law, Section 138, that they are prohibited by law from assigning, transferring, conveying, subletting or otherwise disposing of the AGREEMENT or of their right, title or interest therein, or their power to execute such AGREEMENT, to any other person, company or corporation, without the previous consent in writing of the STATE.

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

ARTICLE 23. PROPRIETARY RIGHTS.

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

ARTICLE 24. SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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


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

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

EXCEPTIONS – No exceptions.

ARTICLE 27. CERTIFICATION FOR FEDERAL-AID CONTRACTS.
The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

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

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

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

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

ARTICLE 28. RESPONSIBILITY OF THE CONSULTANT.

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

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

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

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

ARTICLE 29. SECURITY AND CONFIDENTIALITY OF INFORMATION.

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

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

ARTICLE 30. VENDOR RESPONSIBILITY.
The Department of Transportation has undertaken an affirmative review of the proposed consultant’s responsibility in accordance with the applicable standards outlined in Comptroller’s Guide to Financial Operations, and based upon such review, reasonable assurance that the proposed contractor is responsible has been determined.

**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.

**ARTICLE 31. CONSULTANT DISCLOSURE LEGISLATION.**

In accordance with Chapter 10 of the Laws of 2006, the CONSULTANT shall complete the “State Consultant Services Contractor’s Annual Employment Report” (Form B, Exhibit 1) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May 15th of each year the contract is in effect. The CONSULTANT shall provide information regarding all employees providing service under this contract, whether employed by the CONSULTANT or any subconsultant or subcontractor. Form B will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1st to March 31st). Annual employment reports should be submitted to the following three agencies. It is recommended, however, that consultants check the agency websites annually to confirm the addresses.

By mail:
NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
ARTICLE 32. NOTICES.

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

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

New York State Department of Transportation:

   Contact Person’s Name: William A. Howe, Contract #C031179
   Title: Director
   Address: NYSDOT Contract Management, 50 Wolf Rd, 6th Floor, Albany, NY 12232
   Telephone Number: 518-457-2600
   Facsimile Number: 518-457-2875
   E-Mail Address: Bill.Howe@dot.ny.gov

Consultant’s Name: ______________
Contact Person’s Name: __________
Title: __________________________
Address: _______________________
Telephone Number: ______________
Facsimile Number: _______________  
E-Mail Address: ________________

Item 2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail,
as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

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

ARTICLE 33. TITLE VI ASSURANCE.

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

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

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

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to
NYSDOT’s Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

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

ARTICLE 34. IRAN DIVESTMENT ACT.

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. This act may be viewed in its entirety at http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf. Pursuant to SFL § 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). The list may be found on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

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

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

NYSDOT reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.
IN WITNESS WHEREOF, this **Contract No. C03119X** has been executed by the STATE, acting by and through the Commissioner of Transportation, and the CONSULTANT has duly executed this Agreement effective the day and year first above written.

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

**RECOMMENDED BY** FOR THE PEOPLE OF THE STATE OF NEW YORK

________________________________ By___________________________________
CONTRACT MANAGEMENT DEPARTMENT OF TRANSPORTATION

DATE: ____________________                  DATE: ____________________

Consultant Certifications: I certify that all the information with respect to the “Vendor Responsibility Questionnaire” submitted by (CONSULTANT FIRM NAME) on the _____ day of __________________________, 201__ pursuant to the requirements set forth in the OSC Guide to Financial Operations is complete true and accurate. I additionally certify nothing has occurred since the date of that submission that would result in requiring a change or alteration to any of the answers provided on the “Vendor Responsibility Questionnaire” submitted that date.

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

By _____________________________________________ Date:  __________________

FIRM NAME

**APPROVALS**

________________________________
THOMAS P. DlNAPOLI
ATTORNEY GENERAL

________________________________
STATE COMPTROLLER

By _________________________________ By _________________________________

Date _______________________________ Date _______________________________
Acknowledgement for Contract #C031179

For contracts signed in New York State

State of New York  )
County of  ) ss.:

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

_________________________________ NOTARY PUBLIC

My Commission Expires:

For contracts signed outside New York State

State of  )
County of  ) ss.:

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

_________________________________ NOTARY PUBLIC

(Signature and office of individual taking acknowledgement.)

My Commission Expires:
APPENDIX A

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

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

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law (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 the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

4. 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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. 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 affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 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
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.

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 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. MACBRIE 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
212-803-2414
email: mwbecertification@esd.ny.gov

https://ny.newnycntracts.com/FrontEnd/VendorSearchPublic.asp

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, if false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law Section 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

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

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

Updated February 2014
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 or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.
(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, NYSDOT is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration undertakes to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT has, in cooperation with FHWA, assembled the body of Federal-aid requirements, together with information, NYSDOT procedures and practices in its “Procedures for Locally Administered Federal-Aid Projects” (available through NYSDOT’s web site at: https://www.nysdot.gov/portal/page/portal/divisions/operating/opdm/community-assistance-delivery-bureau/locally-administered-federal-aid-projects). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration that enters Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and Department of Transportation regulations (49CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to
ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49CFR Part 26.

**FEDERAL SINGLE AUDIT REQUIREMENTS**
Non-Federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations”. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. ____ 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller’s Office and the U.S. Governmental Accountability Office (GAO).
Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity’s fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of federal award payments.

**THE CATALOG OF FEDERAL DOMESTIC ASSITANCE**
The Catalog of Federal Domestic Assistance (CFDA), is an on-line database of all Federally-aided programs available to State, and local governments (including the District of Columbia); federally -recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals. The database is accessible at [http://www.cfda.gov/](http://www.cfda.gov/).

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a The designated cognizant agency for audit shall be the Federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.
THE CFDA IDENTIFICATION NUMBER
OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal-aid Highway Planning and Construction program is 20.205. Additional CFDA numbers for other transportation and non-transportation related programs are:
20.215, Highway Training and Education
20.219, Recreational Trails Program
20.XXX, Highway Planning and Construction - Highways for LIFE;
20.XXX, Surface Transportation Research and Development;
20.500, Federal Transit-Capital Investment Grants
20.505, Federal Transit-Metropolitan Planning Grants
20.507, Federal Transit-Formula Grants
20.509, Formula Grants for Other Than Urbanized Areas
20.600, State and Community Highway Safety
23.003, Appalachian Development Highway System
23.008, Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS
(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

1. A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

2. A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

3. Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.
Specific Equal Employment Opportunity Responsibilities

1. GENERAL
   (a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Federal Executive Order 11246, Federal Executive Order 11375, and NYS Executive Order 45, are set forth in required Contract Provisions (Form PR-1273 or 1316, as appropriate) and those Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. Non-discrimination and affirmative action are also required by the State Labor Law, Section 220-e, as amended, and the Regulations of the NYS Department of Transportation relative to federally-assisted programs (Title 49, Code of Federal Regulations, Part 21 and Section 21.5), including employment practices when the agreement covers a program set forth in Appendix B of the Regulations. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for projects activities under this contract.
   (b) The CONSULTANT will work with the STATE and the Federal Government in carrying out equal employment opportunity obligations and in their review of their activities under this contract.
   (c) The CONSULTANT and all their sub-consultants and/or sub-contractors holding sub-contracts of $10,000 or more will comply with the following minimum specific requirements of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to contractors and sub-contractors.) The CONSULTANT will include these requirements in every sub-contract with such modification of language as is necessary to make them binding on the sub-contractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY
   The CONSULTANT, their sub-consultant and/or sub-contractor or any person acting on behalf of the CONSULTANT or sub-consultant and/or sub-contractor will accept as their operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, national origin, age, disability or marital status, and to promote the full realization of equal employment opportunity through a positive continuing program.
   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, or during consideration for employment, without regard to their race, religion, sex, or color, national origin, age, disability or marital status. Such non-discriminatory action shall include, but not be limited to: employment, job assignment, upgrading, demotion, or transfer; recruitment or recruitment
advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICER
The CONSULTANT will designate and make known to the New York State Department of Transportation contracting officers an Equal Employment Opportunity Officer and a Minority Business Enterprise officer (hereinafter referred to as the EEO Officer and M.B.E. Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY
(a) All members of the CONSULTANT's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONSULTANT's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the CONSULTANT's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory (first level of supervision and above) or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the CONSULTANT's equal employment opportunity obligations within thirty days following their reporting for duty with the CONSULTANT.

(3) All personnel who are engaged in direct recruitment for the project will be instructed in the CONSULTANT's procedures for locating and hiring minority group employees by the EEO Officer or appropriate company official. (Minority group referred to herein shall mean Black, Hispanic, Asian/Pacific Islander, American Indian/Alaskan.)

(b) In order to make the CONSULTANT's equal employment opportunity policy known to all employees, prospective employees and potential sources or employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the CONSULTANT will take the following actions:

(1) Notices and posters setting forth the CONSULTANT'S equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The CONSULTANT's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
(c) In all solicitations either by competitive bidding or negotiation made by the
CONSULTANT for work to be performed under a sub-contract, including procurements
of materials or equipment, each potential sub-contractor or supplier shall be notified by the
CONSULTANT of the CONSULTANT's obligations under this agreement and the
Regulations relative to non-discrimination.

5. RECRUITMENT
(a) When advertising for employees, the CONSULTANT will include in all
advertisements for employees the notation: "An Equal Opportunity Employer." All such
advertisements will be published in newspapers or other publications having a large
circulation among minority groups in the area from which the project work force would
normally be derived. These advertisements shall state that all qualified applicants will be
afforded equal employment opportunity without regard to race, religion, sex, color,
national origin, age, disability or marital status.
(b) The CONSULTANT will, unless precluded by a valid bargaining agreement, conduct
systematic and direct recruitment through public and private employee referral sources
likely to yield qualified minority group applicants, including, but not limited to, State
employment agencies, schools, colleges and minority group organizations. To meet this
requirement, the CONSULTANT's EEO Officer will identify sources of potential minority
group employees, and establish with such identified sources procedures whereby minority
group applicants may be referred to the CONSULTANT for employment consideration.
In the event the CONSULTANT has a valid bargaining agreement providing for exclusive
hiring hall referrals, the CONSULTANT is expected to observe the provisions of that
agreement to the extent that the system permits the CONSULTANT's compliance with
equal employment opportunity contract provisions. (The U.S. Department of Labor has
held that where implementation of such agreements have the effect of discriminating
against minorities or women, or obligates the CONSULTANT to do the same, such
implementation violates Executive Order 11246.
(c) The CONSULTANT will encourage present employees to refer minority group
applicants for employment by posting appropriate notices or bulletins in areas accessible
to all such employees. In addition, information and procedures with regard to referring
minority group applicants will be discussed with employees.

6. PERSONNEL ACTIONS
Wages, working conditions, and employee benefits shall be established and administered,
and personnel actions of every type, including hiring, upgrading, promotion, transfer,
demotion, layoff, and termination, shall be taken without regard to race, color, religion,
sex, national origin, age, disability or marital status. The following procedures shall be
followed:
(a) The CONSULTANT will conduct periodic inspections of project sites to insure that
working conditions and employee facilities do not indicate discriminatory treatment of
project site personnel.
(b) The CONSULTANT will periodically evaluate the spread of wages paid within each
classification to determine any evidence of discriminatory practices.
(c) The CONSULTANT will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONSULTANT will promptly take corrective action. If the review indicated that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
(d) The CONSULTANT will promptly investigate all complaints of alleged discrimination made in connection with obligations under this agreement, will attempt to resolve such complaints, and will take appropriate corrective action within 15 days. All subsequent corrective actions or decisions will also be documented and forwarded to the NYS Department of Transportation Compliance Officer within 7 days after such action has taken place. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONSULTANT will inform every complainant of the results and all of their avenues of appeal should the complaint be denied.

7. TRAINING AND PROMOTION
(a) The CONSULTANT will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
(b) Consistent with the CONSULTANT's work force requirements and as permissible under the Federal and State regulations, the CONSULTANT shall make full use of training programs; i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. In the event the Training Special Provision is provided under this contract, this subparagraph is superseded thereby.
(c) The CONSULTANT will advise employees and applicants for employment of available training programs and entrance requirements for each.
(d) The CONSULTANT will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS
If the CONSULTANT relies in whole or in part upon unions as a source of employees, the CONSULTANT will use their best effort to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and, to effect referrals by such unions of minority and female employees. The CONSULTANT will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights, advising such labor union or representative of the CONSULTANT's compliance and with the non-discrimination clauses. Actions by the CONSULTANT, either directly or through a CONSULTANT's association acting as agent, will include the procedures set forth below:
(a) The CONSULTANT will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
(b) The CONSULTANT will use their best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, disability or marital status.
(c) The CONSULTANT is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union, and such labor union refuses to furnish such information to the CONSULTANT. The CONSULTANT shall so certify to the STATE and shall set forth what efforts have been made to obtain such information. Further, if the CONSULTANT was directed to do so by the contracting agency as part of the bid or negotiations of this contract, the CONSULTANT shall request such labor union or representative to furnish him with a written statement that such labor union or representative accepts the non-discrimination clauses and will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the CONSULTANT shall promptly notify the State Division of Human Rights and set forth what efforts have been made to obtain such information.
(d) In the event the union is unable to provide the CONSULTANT with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the CONSULTANT will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, disability or marital status, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the CONSULTANT has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the CONSULTANT from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONSULTANT shall immediately notify the New York State Department of Transportation.

9. AFFIRMATIVE ACTION IN SUBCONTRACTING
(a) The CONSULTANT will not discriminate on the grounds of race, religion, sex, color, national origin, age, disability or marital status in the selection of subcontractors, including procurements and leases of equipment.
(b) If the CONSULTANT determines to use a subcontractor as part of this agreement, affirmative action shall be taken to increase the participation of minority business firms in that work. As part of that affirmative action, the CONSULTANT will identify and contact minority business firms and solicit proposals for the work to be subcontracted. The STATE will provide a list of names of minority business firms to the CONSULTANT. Another source that should be contacted for a list of minority business
firms is the Governor's Office of Minority & Women's Business Development (GOMWBD).
(c) The CONSULTANT will document the affirmative action steps taken to comply with paragraph 9b. Such documentation will be provided at the time or submittal of a formal proposal to the State's Contracts Bureau.
(d) By execution of this agreement, the CONSULTANT certifies that the affirmative action steps in 9a, 9b & 9c above were taken when soliciting proposals for the work in this agreement indicated to be subcontracted and that these steps will be taken should any work be subcontracted in the future.
(e) The CONSULTANT will insure binding subcontractor and vendor compliance with their EEO obligations. The CONSULTANT will take such actions in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation with a subcontractor or a vendor as a result of such direction by the contracting agency, the CONSULTANT shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

10. RECORDS AND REPORTS
(a) The CONSULTANT will keep such records as are necessary to determine compliance with the CONSULTANT's equal employment opportunity obligations. The records kept by the CONSULTANT will be designed to indicate:
(1) The number of minority and non-minority group members and women employed in each work classification on the project, where required by the NYS D.O.T Compliance Officer.
(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to CONSULTANTS who rely in whole or in part on unions as a source of their work force).
(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
(5) Compliance with all other requirements in these provisions such as meetings, instructions, employment efforts, etc.
(b) The CONSULTANT will comply with Sections 291-299 of the Executive Law and Civil Rights Law and will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by State or Federal officials to be pertinent to ascertain compliance with such Regulations, orders and instructions. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State and the Federal Highway Administration.
(c) The CONSULTANT will submit to the New York State Department of Transportation, a monthly report Form (AAP-46) for the first three months after beginning work, thereafter upon request, indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

(d) Failure to comply with these Special EEO Provisions may be considered unsatisfactory performance and may subject the agreement to termination under the termination article of this agreement. Non-compliance may result in the CONSULTANT's being declared ineligible for future agreements made by or on behalf of the STATE or a public authority or agency of the STATE, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the CONSULTANT and an opportunity has been afforded them to be heard publicly before the State Commissioner of Human Rights or official designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided for by law. These may include, but are not limited to:

1. withholding of payments to the CONSULTANT under the agreement until the CONSULTANT complies, and/or
2. cancellation, termination or suspensions of the agreement in whole or in part.

11. TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes paragraph 7.b above and is in implementation of 23 CFR Subpart A, Section 230.111 & Executive Order 11246. As part of the CONSULTANT's equal employment opportunity affirmative action program training shall be provided as follows:

The CONSULTANT shall provide on-the-job training aimed at developing full competence in the job classification involved. The number of months of training to be provided under these special provisions is previously stated in Article 5.

In the event that the CONSULTANT subcontracts a portion of the contract work, it shall be determined how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the CONSULTANT shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The CONSULTANT shall also insure that this training special provision is made applicable to such subcontract. The number of trainees shall be distributed among the work classifications on the basis of the CONSULTANT's needs. Along with their proposal, the CONSULTANT shall submit to the New York State Department of Transportation for approval the proposed number of trainees to be trained in each selected classification, their estimated salaries and a training schedule. The salaries to be paid trainees shall not be less that 75 percent of the average hourly rate approved in the agreement for the classification to be trained. During the period from the beginning of the project to its completion, the trainee shall receive
reasonable salary increases commensurate to the abilities and effort exerted by the trainee. The training schedule required should indicate the start of work and appropriate incremental salary steps in accord with the above.

Training and upgrading the proficiency of minorities and women is a primary objective of this Training Special Provision. Accordingly, the CONSULTANT shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The CONSULTANT will be responsible for demonstrating the steps that have been taken in pursuance thereof, prior to a determination as to whether the CONSULTANT is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training program or in a classification in which they have been employed. The CONSULTANT should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the CONSULTANT's records should document the findings in each case. The minimum length and type of training for each classification will be as established in the training schedule developed by the CONSULTANT and approved by the State and Federal Highway Administration. The State and the Federal Highway Administration shall approve a program if it reasonably calculated to meet the equal employment opportunity obligations of the CONSULTANT and to assist in qualifying the average trainee toward proficiency in the classification concerned by the end of the training period. Approval of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. Training is permissible in lower level management positions. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The CONSULTANT will be reimbursed for the cost of any and all training under the payment terms of this agreement. This can include offsite training cost as discussed above. All offsite training must be defined in the training schedule. All costs claimed or calculated for training must be directly related to the work defined in the scope of this agreement and/or added by supplemental agreement. The CONSULTANT must demonstrate their best efforts and evidence good faith in hiring trainees for positions in the classification in which they have completed training. The CONSULTANT shall furnish the trainee a copy of the program they will follow in the training. The CONSULTANT shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The CONSULTANT will provide for the maintenance of records and furnish periodic reports documenting their performance under this Training Special Provision.
**State Consultant Services**
**Contractor’s Annual Employment Report**

**Report Period:** April 1, ______ to March 31, ______

Contracting State Agency Name: Transportation  
Agency Code: 17000

Contract Number: ____________________________
Contract Term ___________ to ___________
Contractor Name: ____________________________
Contractor Address: ____________________________
Description of Services Being Provided: ____________________________

**Scope of Contract (Choose one that best fits):**
- Analysis
- Evaluation
- Research
- Training
- Data Processing
- Computer Programming
- Other IT consulting
- Engineering
- Architect Services
- Surveying
- Environmental Services
- Health Services
- Mental Health Services
- Accounting
- Auditing
- Paralegal
- Legal
  - Other Consulting

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Total this page 0 0 $ 0.00

Grand Total

Name of person who prepared this report:
Preparer’s Signature: ____________________________
Title: ____________________________  Phone #: ____________________________
Date Prepared: ______/____/____

Use additional pages if necessary)
7.2 ATTACHMENT 2: CONSULTANT INFORMATION AND CERTIFICATIONS
(Please submit this with your Part II: Cost Proposal)

CONTRACT NUMBERS: C031190 & C031191
PROJECT TITLES: JTMC Operations in NYC & RTOC Operations in Central New York

I. CONSULTANT INFORMATION

FIRM NAME: ______________________________________________________________
ADDRESS:_________________________________________________________________
CITY:_________________________________________ STATE: ___________
ZIP CODE: __ __ __ __ __ - __ __ __ __
TELEPHONE : (____) _____ - __________ FAX: (____) _____ - __________
E-MAIL ADDRESS: _________________________________________________________
CONTACT PERSON: ________________________________________________________

Consultant’s Federal Identification Number (FIN):________________________
Consultant’s NYSDOT Consultant Identification Number (CIN): ___________________

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

Preparer’s Name/Title:  _____________________________________________________
Address:  ___________________________________________________________________
Telephone: (____) _____ - __________  FAX: (____) _____ - __________

Other Authorized Individual(s):
Name/Title:________________________________________________________________
Address: ___________________________________________________________________
Telephone: (____) _____ - __________  FAX: (____) _____ - ______
II. PROPOSER CERTIFICATIONS

By signing below, I, _____________________________, authorized individual (Name) of ________________________________________ make the following (Firm) certifications regarding the subject proposal:

- 180-Day Offer: This proposal is a firm offer for a 180-day period from the date of submission.
- The firm has read and will follow the procedure outlined in Attachment 5 if it proposes the services of a former NYSDOT employee(s).
- Vendor Responsibility: If selected for contract award, the firm will complete and submit the required Vendor Responsibility Questionnaire via the OSC VendRep portal within 10 days of notification of designation. (http://www.osc.state.ny.us/vendrep/forms_vendor.htm )
- ST-220: If selected for contract award greater that $100,000, the firm will complete and submit the required Forms ST-220-TD and 220-CA (Contractor Certifications) 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 firm has enough office space in the New York City boroughs of Manhattan or Queens to enable the key staff not located at the JTMC to adequately perform their duties, or will obtain such office space before the start of the contract.

Signature: ______________________________________________

III. ACCEPTANCE OF CONTRACT

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

Signature: ____________________________________________ (Name of Acceptor)
7.3 ATTACHMENT 3: PROCUREMENT LOBBYING LAW COMPLIANCE

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

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


3. Summary of the policy and prohibitions regarding permissible contacts
   a) Contacts prior to designation:
      Any communications involving an attempt to influence the procurement are only permitted with the following Designated Contact Persons:
      - The Contract Management Designation Contract Analyst
      - The Contract Management Designation Analyst Supervisor
      - The Contract Management Civil Rights Unit Supervisor
      - The Contract Management Assistant Directors
      - The Contract Management Director

      These are some communications exempted from this restriction:
      - Participation in a pre-proposal conference.
      - Protests, complaints of improper conduct or misrepresentation

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

   b) Contacts after designation
      NYSDOT identifies its primary negotiation contacts. The designated contacts include:
      - The Contract Management Designation Contract Analyst
      - The Contract Management Designation Analyst Supervisor
      - The Contract Management Civil Rights Unit Supervisor
      - The Contract Management Assistant Directors
      - The Contract Management Director
      - The Consultant Management Bureau consultant job manager
      - The Consultant Management Bureau consultant job manager’s immediate supervisor
The law does not limit who may be contacted during the negotiation process. However, if any NYSDOT employee is contacted and they believe a reasonable person would infer that the communication was intended to influence the procurement, the contact must be reported by the NYSDOT employee.

c) Information Required from Offerers that contact NYSDOT staff, prior to contract approval by the Office of the State Comptroller:
The individuals contacting NYSDOT should refer and shall be prepared to provide the following information, either by e-mail or fax as directed by NYSDOT:
   Person’s name, firm person works for, address of employer, telephone number, occupation, firm they are representing, and whether owner, employee, retained by or designated by the firm to appear before or contact the NYSDOT.

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

4. Rules and regulations and more information on this law, please visit:
   http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html (Advisory Council FAQs)

For more information, go to NYSDOT’s World Wide Web Site at http://www.dot.ny.gov or contact: Peter Russell
NYSDOT Contract Management
50 Wolf Road, 6th Floor
Albany, New York 12232
E-mail: Peter.Russell@dot.ny.gov
Tele: (518) 457-2600
# ATTACHMENT 4: CONSULTANT DISCLOSURE LEGISLATION FORM A

## FORM A

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

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<th>O*Net Employment Category</th>
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**Total this page**  
$0.00$  

**Grand Total**  
$0.00$

Name of person who prepared this report:  
Title:  
Preparer’s Signature:  
Date Prepared:  

(Use additional pages, if necessary)
7.5 ATTACHMENT 5: CONSULTANT’S RESPONSIBILITY WHEN PROPOSING FORMER NYSDOT EMPLOYEES

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

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

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

**Procedure**

- Before the consultant proposes an individual, the individual must obtain an opinion from the New York State Joint Commission on Public Ethics (http://www.jcope.ny.gov/) that approves their participation in the project as they are proposed.

- A copy of this opinion must be on file in the consultant’s office and available for review by NYSDOT if requested.

- Failure to obtain New York State Joint Commission on Public Ethics approval for an individual’s participation in a project may jeopardize the firm’s designation for that project.
7.6 ATTACHMENT 6: DBE PARTICIPATION INFORMATION

Please complete the following table for the prime firm and all subconsultants (consultant team composition): please identify each firm’s legal name, checking if they are a certified DBE by utilizing the NYSUCP DBE Directory, and indicating each firm’s percentage of the total salary for the contract. Please keep in mind that only NYSUCP certified DBEs are eligible to count toward attainment of this federally-funded procurement with a DBE participation goal.

Further, participation by a certified DBE prime consultant will count toward DBE participation goal attainment.

If the combined percentage of total salary for all proposed, certified DBEs is less than the DBE Participation Goal set for this contract, then the proposing prime firm is required to fill out and submit the DBE Participation Solicitation Log (Attachment 7), and the DBE Goal Attainment Explanation Letter. Further, prime consultants certified as a DBE who propose to meet the Department’s DBE participation goal via their meaningful participation, are required to fill out and submit the DBE Participation Solicitation Log (Attachment 7) unless their outreach efforts results in proposed DBE subconsultant.

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

Contract#: __________________________

<table>
<thead>
<tr>
<th>Firm Legal Name</th>
<th>NYSUCP Certified DBE</th>
<th>% of Total Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DBE</td>
<td>None</td>
</tr>
<tr>
<td><strong>A. Prime Consultant</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B. Sub-Consultants</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>
# 7: DBE SOLICITATION LOG

(Good Faith Effort Documentation)

<table>
<thead>
<tr>
<th>ZIP CODE</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NUMBER (INCLUDE AREA CODE)</th>
<th>E-MAIL</th>
<th>TYPES AND DATES OF CONTACTS</th>
<th>CONTACT RESULT(S)</th>
</tr>
</thead>
</table>
7.8 ATTACHMENT 8: DBE PARTICIPATION LOG INSTRUCTIONS
(Good Faith Effort Documentation)

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

PLEASE NOTE: Only participation by NYSUCP certified DBE prime consultants as well as NYSUCP certified DBE subconsultants may count toward goal attainment.

Guidance concerning Good Faith Efforts in meeting DBE participation goals in Federally-funded contracts is located at the end of this section.

The log is to be filled out and submitted with the proposing firm’s Cost and Contract Proposal. In order for a proposal to be determined as responsive when the DBE participation goal is not attained at all or only partially attained, then the proposer must complete all sections of this form and submit a DBE Participation Solicitation Log, along with a DBE Goal Attainment Explanation Letter, documenting the firm’s Good Faith Effort.

*** DBE CERTIFICATION IS A FEDERAL PROGRAM CERTIFICATION. ***
IT IS SEPARATE AND DISTINCT FROM THE NEW YORK STATE MBE & WBE PROGRAM.
PLease do not confuse the two. FIRMS WITH QUESTIONS REGARDING THESE PROGRAMS ARE ENCOURAGED TO SUBMIT WRITTEN QUESTIONS

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

DBE PARTICIPATION GOAL: Enter applicable DBE participation goal percentage as stated in the proposal.

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

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

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

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

DBE CONSULTANTS SOLICITED:

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

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

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

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

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

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

*** USE ADDITIONAL PAGES AS NEEDED ***

A description of the codes to use is as follows:

**CODE DESCRIPTION:**

1. This firm is unavailable to participate in the contract for the reason(s) stated on the DBE Solicitation Response. (Attach explanation to the Log.)

2. This firm is no longer in business. (NOTE: If this action is checked, attach your explanation as to why the solicitation was sent to the firm and how evidence that it was no longer in business was obtained. Attach the returned envelope showing that it was undeliverable, for instance.

3. The soliciting Prime Consultant was unable to reach this firm after having a telephone conversation to follow-up on the DBE participation solicitation inquiry. (NOTE: Indicate in the Types and Dates of Contact column the dates and times at which follow-up was attempted.

4. This firm did not respond to repeated telephone messages. (NOTE: Indicate in the Types and Dates of Contact column the dates and times at which messages were left).
Guidance Concerning Good Faith Efforts
In Meeting DBE Participation Goals In Federally-Funded Contracts

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

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

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

- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- Negotiating in good faith with interested DBEs – it is the bidder’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- A bidder using good business judgment should consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm’s price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding a DBEs is not in itself sufficient reason for failure to meet the contract DBE goal. Also, the ability or desire to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts.

- Do not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union versus non-union employee status) are not legitimate
causes for the rejection or non-solicitation of bids in the contractor’s efforts to meet the project goal.

- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor
7.9 ATTACHMENT 9: JTMC STATE ITS FIELD EQUIPMENT

280 Closed Circuit Television cameras (CCTV)

75 overhead Variable Message Signs (VMS)

5 Highway Advisory Radio (HAR) systems

3 ground mounted Travel Time Information signs
7.10 ATTACHMENT 10: TITLES AND DESCRIPTIONS

In alphabetical order.

**Construction Coordinator: Key Staff (JTMC only)**

Summary: This task consists of work to assist the Department in minimizing the impact of construction, maintenance, and other activities on the motoring public. The Construction Coordinator will coordinate the flow of information between NYSDOT construction contracts and the TMC’s, interface with the Department and with other agencies/organizations to ensure information on road closures, lane closures and traffic diversions is given to the TMC’s for interagency notification and motorist information dissemination purposes, will attend meetings at the Region or at project field offices to become familiar with the project’s impact on traffic, phasing of work and time frame of the closures. All work related to “Driver First Initiative” shall be performed on a real-time basis.

Duties include:

- Manage roadwork entries on IEN/CARS and TRANSCOM RA databases and roadwork advisories to the public using ITS resources and agency websites.
- Coordinate with the Department’s Engineers-in-Charge as well as NYSDOT roadway and bridge maintenance, NYC agencies, TRANSCOM, MTA, Port Authority of NY & NJ, private contractors and utility companies for planned construction activities and lane closures where major traffic impacts are anticipated.
- Assist JTMC operators to develop messages that can be placed on the VMS and HAR to mitigate the impact to the traveling public resulting from these activities.
- Work with partner agencies, NYC Office of Construction Mitigation and Coordination - (OCMC) and the JTMC staff to develop remedial measures that will minimize the traffic problems resulting from roadwork activities.
- On a weekly basis, review the information received from the various sources and identify those locations where competing needs to close lanes will cause significant traffic delay or congestion.
- Update EIC contact list when necessary.
- Assist Operations and Shift Managers in creating Special V.M.S. requests when necessary.
- Attend meetings with various State, City, Federal and local agencies to further enhance roadwork coordination activities.
- Assist Regional Construction in “Driver First Initiative” activities.

**Field Technicians (JTMC only)**

Summary: The Field Technicians support field-related operational and technical services. Operational services include confirming functional displays of VMS; investigating reports of equipment malfunctions; inventorying operational status of ITS equipment; supporting JTMC’s system operators to provide real-time condition reports during incidents, roadwork or special events; and related services as requested. Technical services include review of completed work by maintenance personnel or construction contractors; review the effect of construction or repairs on ITS infrastructure; preparation and processing of records related to JTMC field
equipment that is damaged by third parties; investigation of damage caused by incidents to assist the State in recovering costs for damages from responsible parties; and related services as may be requested.

Duties include:

- Conduct field surveys to effectively utilize ITS equipment
- Report identified equipment failures in order for E.I.C. to take corrective actions.
- On a weekly basis during daytime and nighttime shifts, conduct a visual, drive-by inspection in the field of ITS equipment and hardware to assist in providing stable and effective operations of the systems from JTMC. A monthly check list describing the equipment inspected and its condition shall be provided to the State who will use the results of the drive-by inspections to assure the effectiveness of the ITS from motorists perspective.
- Inventory the condition of Variable Message Sign text message appearance and illumination.
- Maintain a comprehensive ITS equipment inventory consisting of field equipment utilized for traveler information.
- Monitor the ITS equipment for proper maintenance and assist the State to resolving trouble tickets and work orders. Assist the State with expediting the processing of all work orders, invoices and other critical paper work associated with the day-to-day operations of the ITS.
- Assist JTMC operators or State request for special field work or surveys if necessary.
- Report incidents on highways that JTMC can not see with CCTV cameras.
- The Field Technicians shall cover the NYC metropolitan area, not limited to NYC boundaries.

**ITS Data Quality Specialist (JTMC only)**

Summary: This task will cover work by the Consultant to review and support the goal of accurate and timely distribution of traveler information to existing and future electronic media outlets. This task will also cover work to regularly review system-generated reports from the JTMC for accuracy, as well as compile and electronically store relevant ITS information.

Duties include:

- The individual will be responsible for reviewing systems at JTMC, and electronic media outlets that utilize and redistribute JTMC data, for ITS data quality assurance. The Consultant will fulfill requests for data input and display quality for State websites.

- The individual will also establish document handling and storage procedures for ITS data and material related to the JTMC, and will coordinate with the Region 11 Construction Group and the JTMC Construction Coordinator for electronic storage and display of roadwork-related information.

**Lead Operators (JTMC only)**

Summary: Oversee the operations floor, directing System Operators and assuring all incidents are handled properly. Assist operators during busy times, check all paperwork and make sure resources (eg: VMS, HAR)
are running properly. Lead Operator is the acting manager on duty in the absence of the Operations Manager or a Shift Manager.

Duties include:
- Supervisor on Duty in absence of Operations Manager or a Shift Manager
- Assist managers in training of staff
- Assist Shift Managers in conducting staff performance evaluations
- Complete checklist at the beginning of each shift. Exchange information with the Lead Operator you are relieving at the beginning of your shift as well as the Lead or Senior System Operator who relieves you at the end.
- Alert operators to new memorandums, procedures, policies, and special projects and requests
- Ensure that workers are alert and focused during their shifts and that all incidents are monitored on a continuous basis
- Convey a professional attitude and work ethic, and set positive examples for system operators
- Assist operators in every aspect of their duties
- Resolve control room problems and staff complaints (confer with Operations and Shift Managers whenever necessary)
- Sit in for system operators when they are on break
- Supervise transition period between shifts to make sure pertinent information (eg: open incidents, equipment status, staffing, etc.) are passed along from one crew to the next
- Involved in and/or aware of each incident that occurs on the shift
- Maintain the JTMC hand-written log of incidents.
- Verify that every JTMC VMS has correct message displayed and that entries are added to the Active Resource Book
- Verify the accuracy and completion of all JTMC incident forms, reports, checklists, and documents. Initial Incident Summary Reports before they go into the binders
- Move hard copies of reports from the binders to the appropriate file to keep the binders uncluttered. Make sure binders are up to date (eg: Incident reports, Lead Operator checklist, VMS Special Request, etc)
- Troubleshoot computer equipment failures and maintain traffic database
- Organize and verify equipment problem tickets, then forward them to NYS DOT.
- Maintain a database which tracks equipment tickets including when tickets are opened, updated and closed
- Overnight Lead Operators are responsible for keeping all construction faxes up to date and to prepare the daytime crews for roadwork that will be occurring in the coming day(s)
- Assign Shift assignments to System Operators every week
- Create tickets for faulty or broken equipment
- Work with contractors and consulting firms to maintain the system

Operations Manager: Key Staff (JTMC and Upstate TMCs)
Summary: Manage all operations activities of the TMC’s with internal and external ITS partners including maintenance, construction, public affairs, traffic, emergency service providers, transit, and other local agencies as necessary. Oversee day-to-day operations on a 24/7 basis.

General Duties include:
- Build strong and effective bonds between the public and private partners
- Create monthly summary of incidents culled from various daily summaries. Gather extraordinary incidents and resource logs for the monthly report sent to NYSDOT
- Assist Project Manager in keeping NYSDOT informed of the status of current efforts and all problems for which their assistance is required
- Provide assistance and disseminate pertinent information to the entire staff to ensure that active incidents are handled properly.
- Responsible for organizing training of the TMC staff
- Responsible for the personnel issues of the entire staff.
- Provide input on overall performance of the TMC’s staff to their specific firm’s project managers.
- Update the operating protocols, to include new policies, directives and guidelines given. This shall include revised instructions for the operators covering all of the basic events to which the TMC’s respond, including responses to hardware failures; responses to roadway incidents; operating the TMS in response to events; and related actions.
- Coordinate with Field Technicians for systems maintenance reporting procedures including equipment problem tickets.
- Coordinate with Systems Administrator for equipment installations requested by NYSDOT or other agencies
- Have input on all other preplanned VMS and HAR messages emanating from NYSDOT/construction/other agency coordination meetings
- Receive external requests for ITS resources and coordinate efforts with the Construction Coordinator

JTMC Specific
- Responsible for messages being placed on VMS and HAR for all active incidents.
- Coordinate visits and tours of the JTMC with the general public, community organizations, government officials and regional leaders.
- Meet with consulting firms, contractors, and City and State DOT officials to discuss JTMC issues
- Advise and coordinate with other agencies/construction offices during on-going incidents
- Ensure that the database of past incidents is properly maintained.
- Routine exchange of information with TRANSCOM, Downstate Regions (R8 & R10) and Main Office (Albany) operations centers.

Upstate TMC Specific
- Creates, manages and updates staff schedules at all TOC’s.
- Assures proper staffing levels at TOC’s to accommodate vacations, sick and other absences.
- Participate in updating operating protocols and procedures (includes partner agencies) and assist the Region in implementing changes to operating procedures.
- Maintain records and documentation as directed to support the overall operations at the TMC.
• Provide for accommodating vacations, sick leave, and other absences of all personnel by providing adequate training to relief and on-call personnel.
• Oversee operations of all Regional TOC’s. Provide support with operations, procedural interpretations, staffing and employee issues.
• Meet/Interview potential candidates for hire

Principal in Charge: Key Staff (JTMC and Upstate TMCs)

Summary: This task covers work by the Consultant to provide a point of contact to negotiate and contractually bind the firm. May be the same person for both contracts.

Duties include:

• Negotiate and contractually bind the Consultant.
• Provide contract advice and expertise to Project Manager.
• Support contract responsibilities and resource needs.
• Recommend best practices for application to the Project.

Project Manager: Key Staff (JTMC and Upstate TMC)

Summary: Consists of all work necessary to provide for the general management, oversight, QA/QC, and administration of the contract by the Consultant’s management and management support personnel.

General Duties include:

• Responsible for general oversight and management of all aspects of the contract. The PM is responsible for project QA/QC and for all consultant staff (Prime and Subs) working at the TMC’s
• The PM will meet with the State Manager regularly during the course of this project to discuss general progress and direction of the TMC operations.
• The PM is the designated liaison with the State for the management of the contract, and will coordinate with the management of the other firms (sub-consultants) to fulfill the duties and obligations of the contract including daily operations. The State’s manager will not deal with more than one PM for each contract.
• Responsible for the invoices and monthly progress reports, in accordance with applicable State and Federal requirements, for the contract. Prepare consultant invoices, reports, forms, letter and any other official project related correspondences.
• Shall provide for the complete and proper employment, training, scheduling, and oversight of TMC’s operations staff and field support personnel.
• Provide adequate staff and resources for all tasks and activities throughout the duration of the contract, including during State emergency or standby conditions.

JTMC Specific
- Participate in meetings, to assist the State in emergencies, snow, storms and other significant events, and in daily operations issues. The clerical and administrative support staffs are not expected to have TMC-related activities as a full-time task nor are they expected to be based at the JTMC satellite office.

- The PM may be asked by the State to interface with representatives of other agencies/organizations on issues related to the TMC’s operations. The PM is expected to have TMC-related activities as a full-time task.

- Procurement of general supplies and services necessary for the operations. The supplies and/or required services to be procured include, but are not limited to, computer paper, copy and fax machine paper, computer printer cartridges, computer storage, notepaper, forms, logbooks, record-keeping supplies, internet service provider, computer virus protection licenses and upgrades, cleaning/sanitary services, copy and fax machine rental/maintenance, TMC computer and facility parts & repairs, etc. The purchase orders shall be issued and processed by the Consultant. All approved items purchased shall be reimbursed by the State as a direct cost to the contract. All purchasing shall be done following applicable State procedures and will be subject to the approval by the State.

- Administer a resource allocation plan and provide periodic task schedules for the project, which must be pre-approved by the State.

- Participate in updating operating protocols and procedures (includes partner agencies) and assist the Region in implementing changes to operating procedures.

- Maintain records and documentation as directed to support the overall operations at the TMC.

- Assist the Region’s Director of Operations (RDO) and Incident Command team in emergencies, snow, storms and other significant events.

- The Consultant shall be required to provide, operate and maintain three project vehicles which will be used as part of the daily operations by the Consultant staff. If the State deems that additional vehicles are required due to system or staff increases, the Consultant shall lease the required vehicles and have them modified for use on the project. Leases shall be done through commonly accepted process and will be subject to approval by the State. The costs associated with the project vehicles (such as the lease, maintenance, insurance, fuel, parking), but excluding tickets, fines and other such penalties incurred by Consultant staff, will be paid by the State as a direct cost of the contract.

- Assist Region 11 to prepare the quarterly JTMC newsletter (JTMC only)

- Provide for accommodating vacations, sick leave, and other absences of all personnel by providing adequate training to relief and on-call personnel.

**Shift Managers (JTMC Only)**

**Summary:** Manage one shift and report to the Operations Manager (JTMC only). The Shift Manager will be responsible for supervising the entire TMC staff on duty (i.e. System Operators), assisting in developing protocols, standard operating procedures, and ensuring compliance with accepted guidelines and practices. Additional responsibilities include:

**Duties include:**
- Back-up Operations Manager in the event the Operations Manager is not present or reachable (JTMC).
- Supervise System Operators during his/her shift
- Know the operations and procedures of all TMC ITS systems, train staff
• Performing special projects and tasks as requested, delegate tasks to staff members
• Assist System Operators in every aspect of their duties; when necessary, fill in when necessary
• Assist in developing protocols, procedures, training materials and conducting staff performance evaluations
• Assist in create and implement a schedule for the entire staff. Update weekly or when necessary.
• Communicate with police, rescue, media, tow, TRANSCOM (JTMC), and construction & maintenance contractors concerning roadway incidents and/or equipment failures
• Consult with partner agency management to construct emergency and special VMS messages.
• Coordinate with TMC management, operations and support staff.
• In coordination with the Operations Manager (JTMC), handle correspondence between TMC and outside agencies and authorities (e.g. NYCDOT, NYSDOT, NYPD, State Police, Monroe County DOT, etc.)
• Meet/Interview potential candidates for hire
• Assist in preparing monthly incident progress reports for NYSDOT
• Resolve problems and staff complaints (for the JTMC - confer with Operations Manager when necessary)
• Create Daily Summary for their shift

Special Incident Coordinator: Key Staff (JTMC only)

Summary: Support JTMC operations during high and critical level incidents (including emergencies, snow, storms and other significant events) to gather, coordinate and report factual incident management, traffic condition and transportation network status to Departmental staff via Transportation System Status Reports, email messages, phone or fax communications.

Duties include:

• Interface with Department staff, partner agencies NYCDOT and NYPD, and with other agencies/organizations to ensure JTMC has accurate and updated transportation information to report to Department management and the Statewide Transportation Information and Coordination Center when required.
• Attend meetings at Department or other agency offices to become familiar with emergency management and critical incident information flows.
• Establish and maintain working relationships with transportation information contacts.
• Continually update and optimize critical incident and event information sharing among JTMC and involved parties.
• Develop JTMC communication protocols and maintain contacts with agencies/organizations to ensure JTMC receives and reports accurate, consistent and timely information during critical incidents and events impacting the transportation network in the Region.
• Develop and maintain lists of critical incident contact names and phone numbers, and set up lists, tables and procedures as necessary to prepare JTMC for reporting critical incident and event information.
• Assist Construction Coordinator with preparing HAR scripts.
• Real time traffic and resource information and coordination with Statewide and NYC emergency centers.
**System Administrator: Key Staff (JTMC only)**

Summary: This task consists of coordinating the installation, relocation and maintenance of TMS at the JTMC and to assist management and operations to optimally utilize TMS hardware, software and systems.

Duties include:
- Coordinate the flow of information between ITS installation, maintenance and the JTMC.
- Coordinate with installation, maintenance personnel and with the other agencies/organizations to coordinate scheduling of work on the JTMC equipment.
- Monitor and keep record of all work done in the equipment room.
- Ensure the reporting of JTMC hardware, software and system problems are disseminated to the proper parties for identification and resolution.
- Attend meetings at the Region or at field offices to become familiar with the impacts of system installation, relocation or maintenance activities to the JTMC.
- Contact and coordinate with those parties impacting the JTMC central equipment and/or affecting 24/7 utilization of the TMS.
- Develop and maintain an inventory of JTMC central equipment and ensure that disruptions of central system operations due to planned or unplanned activities are minimized.
- Coordinate with construction project Engineers-in-charge, personnel from NYSDOT maintenance, NYC agencies, Transcom, private contractors and utility companies to gather information regarding central system installation, maintenance and disruptions.

**System Engineer – Key Staff (Upstate TMC only)**

A Systems Engineer shall have, at a minimum, the following certifications:
- Cisco Certified Network Associate (CCNA)
- Microsoft Certified Solutions Associate (MCSA) with Server 2008 or SQL Server
- Microsoft Certified Technology Specialist (MCTS) or Microsoft Certified IT Professional (MCITP)
- Network + / A+

The Systems Engineer (SE) shall be proficient in network security, wireless communications, and adept at applying the OSI Network Model to problem solving and troubleshooting. Degree(s) in computer science, information technology or computer engineering is preferred.

The TOC’s network is comprised of several types of communications technologies as part of its core business and relies on its network system to be operational on a 24/7 basis. Communications include wireless (radio, microwave, and cellular), dedicated fiber optic, TCP/IP, and several other types of communications and software necessary to control various field devices. The TOC’s also supports a private network with various Layer 2 and Layer 3 switches such as Garrettcom, Etherwan, GE, and Cisco as well as Cisco routers. Lastly, there are several proprietary devices in use such as variable message signs (VMS), traffic sensors, and closed circuit cameras (CCTV) which aid in the distribution of information to both TOC operators and the travelling
public. As with any complex system, the System Engineer (SE) must have the ability to work independently at troubleshooting hardware, software, and data communication malfunctions in order to maintain and quickly restore operational functionality. Under the guidance of a managing RTOC engineer, the SE will be called upon to perform the following tasks:

1. Network administration which include (but not limited to) VLAN implementation, router, firewall, and switch configuration/management as well as wireless setup and security;
2. Administration of the TOC advanced traffic management systems (ATMS).
3. Data mining, generating custom reports, and creation of database applications utilizing either Sybase or Microsoft Access;
4. Ability to train System Operators to use TOC software applications and assist users who are having operational problems with ATMS software;
5. Provide operator workstation application support which include specialized Access database applications as well as field hardware communications programs (e.g. Daktronics and ADDCO VMS Control software);
6. Coordination with either the 911 Central Dispatch or the New York State Police Information Technology personnel to support the TOC Computer Aided Dispatch (CAD) and two-way radio workstations;
7. Work with the RTOC Engineer in updating all current configuration settings as part of the Configuration Management program which also include reviewing and updating network diagrams/schematics as necessary. Prepares workflow charts and diagrams as part of recommendations for modifications to system hardware and software;
8. Research and review computer system capabilities, workflow, and scheduling limitations to determine if requested changes to ATMS systems are possible or appropriate. Document in sufficient detail the steps necessary to modify systems and procedures required to both maintain current systems and implement new functionality.
9. May be required to visit vendors to observe demonstration of systems software;
10. May administer and monitor user access to system. Reviews productivity reports and problem records to evaluate performance of the systems and hardware.

Since the TOC’s relies on data being transmitted and received by various field elements the Systems Engineer will be expected to work at locations that are external to the TOC’s. All of the devices are along various state routes and Interstates which will require the SE to follow DOT all applicable roadside safety procedures in order to safely work at these locations.

**System Operators I, II, III (JTMC Only)**

Summary: Operate various JTMC/TOC system workstations and monitor traffic conditions. Systems Operators III also act as Lead Operators (JTMC) or Shift Manager (Upstate TMCs).

Duties include:

- Operate various computer-based traffic & freeway management systems to manage incidents on roadways and improve traffic conditions
- Monitor roadways via CCTV surveillance cameras and detection systems
- Monitor all ITS devices and computer equipment associated with the system
• Considered the main contact person for a particular system during their shift
• Expert on the operation of all ITS equipment, computers and software associated with a particular system
• Utilize ITS equipment (VMS and HAR) for incident management and the improvement of travel time, safety, and quality of life of our motorists
• Check the accuracy and validity of the messages displayed on all VMS
• Aware of all HAR messages broadcasted on a particular system
• Enter incident information into computer using Traffic Management System (TMS) software
• Enter incident information in traffic system log books
• Become familiar with the roadways and understand the purpose and location of each ITS device (i.e. VMS, CCTV, and HAR)
• Perform routine daily checklist of all ITS and control room equipment, troubleshoot system failures and help maintain equipment ticket database
• Alert operator staff to new and existing TMC memos
• Use standard operating procedures to detect, dispatch, monitor, and document roadway incidents
• Confer with TMC partners (NYC DOT, NYPD, State Police, etc.) as well as adjacent NYS DOT Regions TMCs and Transcom (JTMC) to coordinate resources for incidents that may affect regional travel.
• Train new staff members on every aspects of the system
• Work with contractors and consulting firms to maintain the system
• Prepare equipment maintenance reports that describe all errors and malfunctions associated with a particular system
• Good communication, writing, and computer skills are required

**System Operators I - Trainee (Regional TOC’s only)**

Summary: Staff in this position is generally new and is training to be a System Operator. They will use various TOC system workstations and monitor traffic conditions. Staff in this position cannot operate independently and must be paired with Operator II, or III staff.

Duties include:

• Operate various computer-based traffic & freeway management systems to manage incidents on roadways and improve traffic conditions
• Monitor roadways via CCTV surveillance cameras and detection systems
• Monitor all ITS devices and computer equipment associated with the system
• Utilize ITS equipment (VMS and HAR) for incident management and the improvement of travel time, safety, and quality of life of our motorists
• Enter incident information into computer using Traffic Management System (TMS) software
• Become familiar with the roadways and understand the purpose and location of each ITS device (i.e. VMS, CCTV, and HAR)
• Use standard operating procedures to detect, dispatch, monitor, and document roadway incidents
• Prepare equipment maintenance reports that describe all errors and malfunctions associated with a particular system
• Good communication, writing, and computer skills are required

**System Operators II (Regional TOC’s only)**
Summary: Operates various TOC system workstations and monitor traffic conditions. System Operator II staff are proficient in all aspects of operation and can operate independently.

Duties include:

- Operate various computer-based traffic & freeway management systems to manage incidents on roadways and improve traffic conditions
- Monitor roadways via CCTV surveillance cameras and detection systems
- Monitor all ITS devices and computer equipment associated with the system
- Expert on the operation of all ITS equipment, computers and software associated with a particular system
- Utilize ITS equipment (VMS and HAR) for incident management and the improvement of travel time, safety, and quality of life of our motorists
- Check the accuracy and validity of the messages displayed on all VMS
- Aware of all HAR messages broadcasted on a particular system
- Enter incident information into computer using Traffic Management System (TMS) software
- Knowledgeable of all critical/priority roadways and understand the purpose and location of each ITS device (i.e. VMS, CCTV, and HAR)
- Perform routine daily checklist of all ITS and control room equipment, troubleshoot system failures and help maintain equipment ticket database
- Alert operator staff to new and existing TMC memos
- Use standard operating procedures to detect, dispatch, monitor, and document roadway incidents
- Confer with TMC partners (NYC DOT, State Police, etc.) as well as adjacent NYS DOT Regions TMCs to coordinate resources for incidents that may affect regional travel.
- Support new staff members and Operator I staff on all aspects of the system and operations
- Work with contractors and consulting firms to maintain the system
- Prepare equipment maintenance reports that describe all errors and malfunctions associated with a particular system
- Good communication, writing, and computer skills are required

System Operator III - Senior Operator (Regional TOC’s only)

Summary: The Senior Operator (SO) is proficient in all aspects of system operation and is the acting manager on duty in the absence of the Operations Manager. They are responsible for supervising the entire TMC staff on duty (i.e. System Operators), assisting in developing protocols, standard operating procedures, and ensuring compliance with accepted guidelines and practices. They assist the Department in minimizing the impact of construction, maintenance, and other activities on the motoring public. They coordinate the flow of information between NYSDOT construction contracts and the TMC’s, interface with the Department and with other agencies/organizations to ensure information on road closures, lane closures and traffic diversions is given to the TMC’s for interagency notification and motorist information dissemination purposes.

Duties include:

- Supervisor on duty in absence of Operations Manager and are considered the Back-up Operations Manager in the event the Operations Manager is not present or reachable.
• Complete checklist at the beginning of each shift. Exchange information with the Senior Operator you are relieving at the beginning of your shift as well as the Lead or Senior System Operator who relieves you at the end.

• Assist managers in training of staff

• Involved in and/or aware of each incident that occurs on the shift

• Supervise System Operators during his/her shift

• Know the operations and procedures of all TMC ITS systems, train staff

• Performing special projects and tasks as requested, delegate tasks to staff members

• Assist System Operators in every aspect of their duties; when necessary, fill in when necessary

• Assist in developing protocols, procedures, training materials and conducting staff performance evaluations

• Assist in create and implement a schedule for the entire staff. Update weekly or when necessary.

• Communicate with police, rescue, media, tow, and construction & maintenance contractors concerning roadway incidents and/or equipment failures

• Consult with partner agency management to construct emergency and special VMS messages.

• Coordinate with TMC management, operations and support staff.

• Assist in preparing monthly incident progress reports for NYSDOT

• Resolve problems and staff complaints, confer with Operations Manager when necessary

• Create daily summary for their shift

• Considered the main contact person for a particular system during their shift

• Ensure that workers are alert and focused during their shifts and that all incidents are monitored on a continuous basis

• Convey a professional attitude and work ethic, and set positive examples for system operators

• Assist operator II and Operator I’s in every aspect of their duties

• Verify that VMS messaging is correct

• Organize and verify equipment problem tickets, then forward them to NYS DOT.

• keep all construction faxes up to date and to prepare the daytime crews for roadwork that will be occurring in the coming day(s)

• May attend meetings at the Region or at project field offices to become familiar with the project’s impact on traffic, phasing of work and time frame of the closures.

• All work related to “Driver First Initiative” shall be performed on a real-time basis.

• Manage roadwork entries on various TMC databases and roadwork advisories to the public using ITS resources and agency websites.

• Coordinate with the Department’s Engineers-in-Charge or Surface Transportation Control Engineer (STC) as well as NYSDOT roadway and bridge maintenance, local and interstate agencies, private contractors and utility companies for planned construction activities and lane closures where major traffic impacts are anticipated.

• Assist TMC operators to develop messages that can be placed on the VMS and HAR to mitigate the impact to the traveling public resulting from these activities.

• Work with STC to develop remedial measures that will minimize the traffic problems resulting from roadwork activities.

• On a weekly basis, review the information received from the various sources and identify those locations where competing needs to close lanes will cause significant traffic delay or congestion.

• Update EIC contact list when necessary.

• Assist in creating Special V.M.S. requests when necessary.
• May attend meetings with various State, City, Federal and local agencies to further enhance roadwork coordination activities.
• Assist Regional Construction in “Driver First Initiative” activities.

**Technical Specialist (JTMC only)**

Summary: This task covers training to both newly hired as well as currently assigned JTMC operations staff to improve operations and day-to-day interactions.

Duties include:
- Oversee and provide training for new staff assigned to JTMC operations. Training shall include extensive on-the-job training utilizing the ITS workstations for at least a one-month period and be consistent with current operating procedures.
- Training shall also be necessary when new systems are brought into JTMC operation. Additional in-house or external training of staff, as directed or approved by the State, may be necessary or recommended to enable continuous evaluation of their operations, communications and coordination roles.
- Provide incident coordination and write-up on a monthly basis for Regional Traffic’s monthly report.
- Update operating protocols and procedures, and include new policies, directives and guidelines for JTMC operations staff.

**Traffic Analysts (JTMC only)**

Summary: ITS investments provide short-term and long-term operational benefits by reducing congestion and improving transportation safety. Corridors in Region 11 will be selected for analysis to look at available traffic data prior to the installation/implementation of ITS equipment and compared to current traffic data (post ITS implementation). This will show if there have been any improvements since ITS has been implemented.

Duties include:
- Gather information and analyze data for crash and travel time performance measures, and preparing weekly and monthly crash reports for selected corridors.
- Collect and analyze historical incident information for identifying secondary incident areas for selected corridors.
- Develop crash and recovery time performance measures for selected corridors.
- Provide support services for the Department’s traffic incident management activities.

**Traffic Data Collection Coordinator: Key Staff (JTMC only)**

Summary: This task covers work by the Consultant to provide traffic data collection services, fulfill requests for archived data records and generate traffic data reports using the traffic detection and data acquisition functions of the TMS. The Coordinator will attend meetings at Department or other agency offices to become
familiar with traffic data requirements, develop consistent report formats, establish and maintain working relationships and improve traffic data sharing among JTMC and involved parties.

Duties include:

- Attend meetings with NYSDOT and other agencies to become familiar with traffic data requirements, report formats, and improve traffic data sharing.
- Fulfill requests for archived data records.
- Generate traffic data reports using the various traffic systems.
- Coordinate actions with NYCDOT, NYPD, NYC Department of Planning, NYMTC, MTA, PANY&NJ and TRANSCOM to provide consistent archived data and report formats.
- Fulfill requests for reports and traffic data from Public Information Office for release to the public.
- Perform studies to compare historical versus current traffic delay and travel time data for highway corridors, segments or work zones.
- In coordination with the Project Manager and Operations Manager, prepare the JTMC Performance Measures report every 6 months.
## 7.11 ATTACHMENT 11: PROPOSED JTMC PERSONNEL SCHEDULE

<table>
<thead>
<tr>
<th>OPERATIONS</th>
<th>STATUS</th>
<th>DAYS</th>
<th>TIME</th>
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<tbody>
<tr>
<td>(1) Project Manager</td>
<td>Full-Time</td>
<td>Mon-Fri</td>
<td>8:45am-5:15pm*</td>
</tr>
<tr>
<td>(1) Operations Manager</td>
<td>Full-Time</td>
<td>Mon-Fri</td>
<td>6:45am-3:15pm*</td>
</tr>
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<td>(1) Shift Manager</td>
<td>Full-Time</td>
<td>Mon-Fri</td>
<td>6:45am-3:15pm</td>
</tr>
<tr>
<td>(1) Shift Manager</td>
<td>Full-Time</td>
<td>Mon-Fri</td>
<td>1:45pm-10:15pm</td>
</tr>
<tr>
<td>(1) Systems Administrator</td>
<td>Full-Time</td>
<td>Mon-Fri</td>
<td>8:45am-5:15pm</td>
</tr>
<tr>
<td>(1) Spec. Incident Coordinator</td>
<td>Full-Time</td>
<td>Mon-Fri</td>
<td>7:45am-4:15pm*</td>
</tr>
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<td>(1) Construction Coordinator</td>
<td>Full-Time</td>
<td>Mon-Fri</td>
<td>7:45am-4:15pm</td>
</tr>
<tr>
<td>(1) Traffic Data Coordinator</td>
<td>Full-Time</td>
<td>Mon-Fri</td>
<td>7:45am-4:15pm</td>
</tr>
<tr>
<td>(3) Traffic Analyst</td>
<td>Part-Time</td>
<td>Mon-Fri</td>
<td>Varies</td>
</tr>
<tr>
<td>(1) Technical Specialist</td>
<td>Full-Time</td>
<td>Mon-Fri</td>
<td>7:45am-4:15pm</td>
</tr>
<tr>
<td>(1) ITS Data Quality Specialist</td>
<td>Full-Time</td>
<td>Mon-Fri</td>
<td>10:00am-6:30pm</td>
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<td>(3) System Operator 3</td>
<td>Full-Time</td>
<td>Mon-Sun</td>
<td>**</td>
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<tr>
<td>(12) System Operator 2</td>
<td>Full-Time</td>
<td>Mon-Sun</td>
<td>**</td>
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<tr>
<td>(10) System Operator 2</td>
<td>Part-Time</td>
<td>Mon-Sun</td>
<td>**</td>
</tr>
<tr>
<td>(3) Field Technicians</td>
<td>Full-Time</td>
<td>Mon-Fri</td>
<td>***</td>
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</tbody>
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*Project Manager, Operation Manager & Special Incident Coordinator  
(on call 24/7 for emergency events only)

**Operators Shift Times (24/7, 365 days)  
4:45am–1:15 pm  
12:45pm–9:15 pm  
8:45 pm–5:15 am

***Field Technician Shift Times (On call Mon-Fri and alternating weekends)  
6:00am-2:30pm  
1:00pm-9:30pm  
6:00pm-2:30am
ACKNOWLEDGMENT OF RECEIPT OF RFP, MODIFICATIONS AND RESPONSES TO QUESTIONS

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SIGNED

DATE

NAME
(printed or typed)

TITLE
7.13 ATTACHMENT 13: NON-COLLUSIVE BIDDING CERTIFICATION

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW

SECTION 139-D, Statement of Non-Collusion in bids to the State:

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

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:
NAMES OF PARTNERS OR PRINCIPALS       LEGAL RESIDENCE

____________________________________________  _____________________________
____________________________________________  _____________________________
____________________________________________  _____________________________
____________________________________________  _____________________________

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:
NAME       LEGAL RESIDENCE

___________________________________________  _____________________________
President:
Secretary:
Treasurer:

___________________________________________  _____________________________
President:
Secretary:
Treasurer:
NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW

Identifying Data

Potential Contractor: __________________________________________________

Address:  ___________________________________________________________

                                  Street
                                  ________________________________
                                  City, Town, etc.

Telephone:__________________________   Title__________________________

If applicable, Responsible Corporate Officer

Name:______________________________   Title__________________________

Signature: _______________________________________________________________

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

____________________________________   _____________________________

Legal name of person, firm or corporation     Legal name of person, firm or corporation

By  _____________________________   ______________________________

Name        Name

Title        Title

Address: _____________________________   Address: ______________________

                                  Street
                                  ________________________________
                                  City    State

                                  Street
                                  ________________________________
                                  City    State
7.14 ATTACHMENT 14: COSTING SUBMISSION FORM JTMC

Attachment 14 can be downloaded from the following NYSDOT web site:
https://www.dot.ny.gov/portal/page/portal/doing-business/opportunities/consult-opportunities

7.15 ATTACHMENT 15: COSTING SUBMISSION FORM UPSTATE TMCs

Attachment 15 can be downloaded from the following NYSDOT web site:
https://www.dot.ny.gov/portal/page/portal/doing-business/opportunities/consult-opportunities

7.16 ATTACHMENT 16: TECHNICAL SUBMISSION FORM

Attachment 16 can be downloaded form the following NYSDOT web site:
https://www.dot.ny.gov/portal/page/portal/doing-business/opportunities/consult-opportunities
7.17 ATTACHMENT 17: COST PROPOSAL SPREADSHEET INSTRUCTIONS

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

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

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

To assist firms in the completion of the various worksheets, the information required to be completed by the firms has been highlighted in yellow. Firms are cautioned from making entries to other areas of the worksheets. If the offering team has more than five (5) team members, the offering firm will need to be careful not to disrupt the integrity of the shell spreadsheet and worksheets.

To reiterate, the Prime Consultant/offering firm is responsible for the integrity of the Cost Proposal Spreadsheet (four worksheets) and shall accept responsibility for maintaining the structure and formulas used in the completion of the spreadsheet including the structure and formulas created by NYSDOT and that of any changes made by the Prime Consultant in its proposal for items including but not limited to increasing the number of firms in the team, offering an alternate approach to staffing (regarding the full-time/part-time status of positions) and overhead designations, etc.

**SALARY SCHEDULE WORKSHEET**

A Salary Schedule must be submitted for each member (firm) of the proposed consultant team. The presentation of the firms on the worksheet is top to bottom. The firm name of each consultant team member is to be entered in column C to the left of the Salary Schedule by typing over the shell information (i.e. ABC FIRM). Also in column C, enter the Proposed Annual Escalation of Salaries percentage that is to be used to calculate the escalation of Maximum Hourly Rates for 2015-16 and 2016-17. Enter the Escalation of Salaries to Project Midpoint (18 months from the project start date) that is to be used to calculate Projected Average Hourly Rate for each job title.
For example, a firm expects to give 3% raises in the second and third years of the contract. There will be no raises for the first 12 months and 3% raises in the second 12 months and 3% raises in the third 12 months. For proposal pricing purposes, the Escalation of Salaries to the project midpoint would be 2.0%, the weighted average of 0% and 3% and 3%.

Each team member may propose different percentages. However, it will be assumed that the same annual escalation rate proposed by the individual firms will be used for year two and year three of the contract for those same firms. Also, enter the annual raise policy for each of the team members (in column C).

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

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

**Proposed Maximum Hourly Rates for 2014-15 for each contact job title for each consultant team member are to be entered for each consultant team member in column J.** Corresponding Maximum Hourly Rates for 2015-16 and 2016-17 are calculated automatically by projecting the 2014 Maximum Hourly Rates forward using each team member’s Proposed Annual Escalation of Salaries rate.

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

**Again, the Overtime Category is not to be revised.** The information offered on the Salary Schedules will provide the basis for compensation should the offering team be awarded the contract. NYSDOT reserves the right to further negotiate the offered Present and Projected Average Hourly Rates and Maximum Hourly Rates.

**The inclusion of additional Contract Job Titles will not be allowed. Only the Contract Job Titles provided throughout the RFP are to be included in the Cost Proposal.**

**STAFFING SCHEDULE WORKSHEET**

Using the project staffing requirements detailed in the RFP, the Department has estimated the total annual hours of required staffing by Contract Job Title by Task for one year of work effort. The hours of effort include both Straight Time (ST) hours and Overtime (OT) hours.
The presentation of the firms on the worksheet is top to bottom. Using the provided STAFFING SCHEDULES, the estimated hours (67,340 for the JTMC and XXXXX for the Upstate TMCs annually) are to be distributed across the proposed team members by Task and Contract Job Title. All hours by task have been pre-loaded to the Prime’s STAFFING SCHEDULE; the STAFFING SCHEDULES for the subconsultants have been pre-populated with zeros. If an individual team member does not allocate any hours to any one Contract Job Title, make sure that the number of hours shown for that Contract Job Title is zero (0) for that team member.

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

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

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

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

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

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

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

**COST SUMMARIES WORKSHEET (Exhibit E)**

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

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

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

Item III, Overhead. For each consultant team member’s Summary of Costs, Proposed Office and Field overhead rates are to be entered in Rows 31 and 32 next to the heading for Item III, Overhead. These rates will be applied against the respective Office and Field Direct Technical Salaries to calculate the corresponding Office and Field overhead costs.

Offering firms will be required to ensure the Cost proposal correctly reflects the proposed staffing plan and designation of overhead categories. The offering firm shall ensure the spread sheet correctly reflects its use of overhead designations and the appropriate overhead rate associated with all positions. Proposed overhead rates will be fixed for the duration of the contract, including any optional years that NYSDOT may choose to exercise, unless modified by supplemental agreement. Any such modification will be consistent with the language included in this RFP and established in the resulting contract.

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

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

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

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