NEW YORK STATE DEPARTMENT OF TRANSPORTATION

REVISED REQUEST FOR PROPOSALS

MODIFICATION #2

July 28, 2017

OPERATION OF THE INTERCOUNTY BUS RAPID TRANSIT (BRT) SERVICE FOR
NYSDOT

Contract #C037626

Reference is made to the subject solicitation wherein the following additional formal changes are
hereby incorporated via release of this ‘track-change’ version of the revised RFP. NYSDOT is
releasing this version of the RFP again as an RFP Modification so that all interested parties can
account for each RFP revision in order of RFP appearance.

- Attachment 34 – Form M/WBE EEO Minority and Women-Owned Business Enterprises
  – Equal Employment Opportunity Policy Statement has been added to this RFP.

Proposers must acknowledge receipt of RFP Modification #2 using Form AOR.
A. Please note the following dates and deadlines:

- **June 22, 2017**: Proposal Conference Webinar (1:00 PM; participation information TBA).
- **June 30, July 14, 2017**: Deadline for questions about the RFP at 12:00 PM (Eastern Time).
- **July 14, 2017 to July 28**: Deadline for NYSDOT’s answers to questions about the RFP at 12:00 PM (Eastern Time), to be published via formal Modification #1 to the RFP.
- **July 28, August 11, 2017**: Deadline for the submission of proposals at 2:00 PM (Eastern Time).

Anticipated Project Schedule:

- January 1, 2018: Notice to Proceed Issued
- January 1, 2018 to October 28, 2018: Start-up Work
- June-July 2018: Bus delivery
- October 29, 2018: Commencement of LHTL BRT revenue service

B. Complete proposals are to be submitted to the Designated Contact stipulated in RFP Section 1.4.
C. The significant differences between the C037626 RFP and the C031487 RFP are as follows:
1. NYSDOT will be responsible for procurement of all BRT buses per MTA specs with minor NYSDOT modifications (for ITS gear).
2. Double decker buses are no longer specified. Traditional 45-ft. over-the-road coach buses shall be used. Buses shall be procured by NYSDOT and leased to the selected Operator for a nominal fee. The Operator shall be responsible for all maintenance, repair, tire installation and replacement parts.
3. Minimum requirements have been defined and will be evaluated/scored separately from proposed services whereby proposed services which exceed minimum requirements will be given a higher score.
4. Once BRT service commences, NYSDOT strongly prefers payment for all services provided under the project shall not exceed a Total Direct Revenue Service CAP of $11 Million dollar per operating service period.
5. All start-up planning and management services are to be reimbursed on a time and materials basis
6. Contract term reduced/changed to three portions: project planning (approx 12 months [could be less depending upon contract award date]) and BRT service operations for six operation service years, with the option for two additional mutually agreed-upon three-year service extensions (1+12 year max)
7. M/WBE goal shall be established as ten percent (10%) MBE and twelve percent (12%) WBE
8. No mandatory information meeting. A pre-proposal webinar shall be held

D. The significant requirements which have not changed are as follows:
1. Selected Contractor responsible for maintaining stops and shelters
RFP RESPONSE FORM

REVISED REQUEST FOR PROPOSALS

Contract #C037626

OPERATION OF THE INTERCOUNTY BUS RAPID TRANSIT SERVICE FOR
NYSDOT

Please review this RFP, complete the following information, and e-mail to NYSDOT address shown below, by the earliest practical date. This RFP Response form must be submitted along with the two required Procurement Lobbying Law forms (see Attachment 5: Procurement Lobbying Law Compliance) 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 e-mail to: patricia.kappeller@dot.ny.gov
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1. Introduction

1.1. Purpose

The New York State Department of Transportation (NYSDOT) has canceled and rejected all proposals for a prior related project, Request for Proposals (RFP) for Contract #C031487 issued September 16, 2016, due in part to all responses being cost prohibitive and not in the best interest of the State. This current Request for Proposals (RFP) replaces the prior project and is performance-based, with a defined annual reimbursement limit. It seeks proposals from responsive and responsible Transit Operators to provide a turnkey and expandable intercounty Bus Rapid Transit (BRT) System for the Lower Hudson Transit Link (LHTL) project. NYSDOT intends to make its selection and enter into contract #C037626 with the best qualified responsive and responsible Contractor.

1.2. Background

NYSDOT will be responsible for the procurement of all 45-ft. over-the-road coach buses to be utilized under the resulting Operator C037626. The procured buses shall then be leased to the contractor in accordance with the lease terms as generally described in RFP Attachment 8.29 LHTL BRT Bus Lease Terms. NYSDOT, with assistance from the MTA, shall procure fleet of thirty-one (31) of the 45-ft. buses. The selected Operator shall be responsible for maintaining and repairing the LHTL buses, which shall include providing all replacement tires and maintenance not covered under warranty as well as the purchase of all spare parts as needed (spare parts can be purchased from the bus manufacturer, or other provider). Such procured buses shall be functionally equivalent to standard 45-ft. over-the-road coach buses typically used by the MTA, as generally described in Attachment 26, Vehicle Specification.

NYSDOT, in collaboration with the New York State Thruway Authority (NYSTA) and various local municipalities, is planning to implement the Lower Hudson Transit Link (LHTL) program. The LHTL program will deliver the adopted transit vision for the I-287/Thruway Corridor in Rockland and Westchester Counties. The inter-county BRT is a critical component of the LHTL project.

The LHTL program will link the region along an east-west corridor with:

   A. An optimized inter-county BRT system;
B. New bus shelters with unified branding; improved pedestrian connections; and amenities, including real-time bus arrival information;

C. Signal upgrades along New York State Routes 59 and 119 with technology-focused improvements, including transit signal priority and intelligent signal control, to provide better operating conditions for transit and to allow the operators to predict, adapt, and respond to changing traffic conditions;

D. Ramp metering and queue jump lanes along I-287 to stabilize mainline vehicle flows and allow buses to move past vehicle queues, increasing transit reliability, and the investigation of transit queue jump lanes along Routes 59 and 119; and

E. Integrated Corridor Management (ICM) technology and systems along I-287 and Route 59 in Rockland County and Route 119 in Westchester County, including enhanced traveler information; advanced monitoring and control equipment to give both the public and all operational partners (NYSDOT, NYSTA, transit operators, etc.) a greater awareness of traffic conditions and incidents along the enhanced transit corridor; and the ability to rapidly respond to changing conditions. The operation of the ICM system will require all partner agencies and operators to be integrated at the Hudson Valley Transportation Management Center (HVTMC) in Hawthorne, NY.

The LHTL project will introduce a coordinated, high-quality regional transit system to serve trips between Rockland County, Westchester County, and Manhattan with an emphasis on enhanced bus service to serve bi-county trips and longer distance intra-county trips. The system will conveniently connect major concentrations of residential, employment, commercial, entertainment, medical, and educational land uses and provide key connections to existing bus and rail systems. The overall vision for the Lower Hudson Transit Link is an integrated and comprehensive program of short-, medium-, and long-term transit improvements that:

A. Increases the attractiveness and ridership of local transit and the new regional BRT system through improved frequency, availability, and accessibility throughout the Lower Hudson Valley, as well as the provision of increased amenities for passengers;

B. Reduces transit travel times along the corridor and improves reliability and safety for all travelers;

C. Increases access to jobs, housing, and other transportation options, resulting in more transit riders;

D. Maximizes the use of existing infrastructure and modifies that infrastructure to better accommodate transit services and to benefit all users;

E. Complements investments made in building the New New York Bridge (NYYB) to support a transit system; and

F. Allows for further incremental improvements as conditions or opportunities warrant.
1.3. Minimum RFP Responsiveness

Any Firm 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):

Part I of the Proposal – Technical and Management submission

- Requirements as per Section 5.4
- Requirement as per Table 5.4

Part II of the Proposal – Cost and Administrative submission

Completion of all applicable attachments:

- Certification of completed online vendor responsibility questionnaire
- Requirements as per Section 5.5
- Requirement as per Table 5.5

All Proposers must have sufficient financial capacity to complete the project. NYSDOT is the sole judge in determining compliance with meeting the RFP’s minimum requirements.

1.4. 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 Primary Designated Contact for this procurement is:

Patricia Kappeller  
New York State Department of Transportation  
Contract Management Bureau  
50 Wolf Road, 6th Floor  
Albany, NY 12232, USA  
E-mail: patricia.kappeller@dot.ny.gov

The above-named person, as the Department’s Designated Contact for this procurement, shall be the Department’s only point of contact and source of information for this procurement.

1.5. RFP Modifications

If necessary, NYSDOT will issue modifications to modify conditions or requirements of this RFP. 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. All parties who have expressed interest in RFP C037626 shall receive an e-mail alerting them to any RFP updates. The final RFP 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. Civil Rights Requirements

2.1. Minority and Women-owned Business Enterprise Participation

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

New York State has established a combined MBE and WBE participation goals of ten percent (10%) for MBE and twelve percent (12%) for this solicitation. Only meaningful participation by either a prime contractor who is certified as an M/WBE or inclusion of subcontractor(s) who is/are certified as an M/WBE counts toward the M/WBE participation goals. Meaningful participation is defined as providing commercially useful functions or services. These services should:

- Result in a product or service distinguishable from the Prime Contractor’s product or service or be a part of the services provided by the Prime Contractor,

- Be for scope of service elements which can be and are completely performed, supervised and managed by the MBE and/or WBE Contractor, and/or

- Perform significant tasks which can be considered commercially marketable.

Interested proposers should verify their attainment of the above established M/WBE participation goals by completing Attachment 7: M/WBE Participation Information. For participation to count towards the M/WBE goals set for this solicitation, the offered MBE and/or WBE participating firm must be currently certified by Empire State Development. If the proposal does not meet the ten percent (10%) MBE and twelve percent (12%) WBE participation goals, the firm must provide evidence of a good faith effort by completing Attachment 7a: M/WBE Subcontractor Participation Solicitation Log.

Additionally, if the proposer does not meet the specified goals, the firm must include in its submission a Goal Attainment Explanation Letter explaining why the firm was unable to meet the applicable M/WBE goals (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 goals were not met or were met partially and should at a minimum address the following factors: the potential firm’s
method of accomplishing the work, the subcontracting opportunities associated with the proposed approach and scope of services, and the availability of certified firms for the work to be performed by either a prime contractor or via subcontract.

The above forms and letter must be included in Part II: Cost and Contract submission. Firms are advised to refer to Section 6.1.2 for the procedure the Department will follow in evaluating a firm’s proposed MBE and WBE participation.

2.2. Service-Disabled Veteran-Owned Business Program (SDVOB)

New York State has established participation goal of 6% for this solicitation. Only meaningful participation by either a prime contractor who is certified as an SDVOB or inclusion of subcontractor(s) who is/are certified as an SDVOB counts toward the SDVOB participation goal. Meaningful participation is defined as providing commercially useful functions or services.

These services should:

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

A listing of current certified SVDOBs an out how a firm can become certified as a SDVOB, please visit the New York State Office of General Services: [http://ogs.ny.gov/core/rdvoba.asp](http://ogs.ny.gov/core/rdvoba.asp).

Interested proposers should verify their attainment of the above established SDVOB participation goal by completing Attachment 8: SDVOB Participation Information. For participation to count towards the SDVOB goal set for this solicitation, the offered SDVOB participating firm must be currently certified by Empire State Development. If the proposal does not meet the 6% percent SDVOB participation goal, the firm must provide evidence of a good faith effort by completing Attachment 8a: SDVOB Subcontractor Participation Solicitation Log.

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

A prime contractor that is an SDVOB still must make a good faith effort to include SDVOB subcontractors in their proposal. Only participation by certified SDVOB subcontractors may
count towards the contract participation goal. Participation by a certified SDVOB prime contractor does not count towards meeting the contract goal (participation by a certified SDVOB prime contractor helps to meet the State’s corporate SDVOB goal).

The above forms and letter must be included in Part II: Cost and Contract submission. Firms are advised to refer to Section 6.2 for the procedure the Department will follow in evaluating a firm’s proposed SDVOB participation.

2.3 Diversity Practices

NYSDOT evaluates the diversity practices of primes to ensure that certified minority and women-owned businesses are given the opportunity for maximum participation in state contracts. Diversity practices are a legal requirement and may include past, present or future actions and policies which show interaction in developing M/WBE firms. Interested proposers should complete Attachment 3: Diversity Practices Questionnaire which will be evaluated during the procurement process.

2.4 Title VI Assurance

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.

2.5 Equal Employment Opportunity – Pay Equity

In Accordance with New York State Executive Order 162, issued on January 9, 2017, the Operator shall provide workforce utilization reports in accordance with RFP Section 8.1 “Draft Contract”.
3  **Project and Contract Objectives**

3.1  **Project Objectives**

The project will deploy a high-quality, high-frequency regional Bus Rapid Transit (BRT) service between Rockland and Westchester Counties. The service will also support links to other bus service and to commuter rail service to Manhattan, with an emphasis on an inter-county BRT system to serve bi-county trips and longer distance intra-county trips. The system will conveniently connect major concentrations of residential, employment, commercial, entertainment, medical, and educational land uses, and provide key connections to existing local bus (e.g., Transport of Rockland, Westchester Bee-Line) and rail (Metro-North, NJ Transit) services.

The LHTL Inter-county Transit Service Objectives are based on six core passenger-serving concepts:

- Safety
- Reliability
- Frequency
- Span of Service
- Speed
- Access

These core concepts have been established through the planning process for the LHTL transit service and are based on both national research and on a review of peer regional rail and bus transit operators. More information is available in Attachment 21: Preferred Transit Service Plan.

**NOTE:** The buses to be used by the Operator to provide the services for the system will be procured and provided by NYSDOT. Such buses are anticipated to be 45-foot-long over-the-road coach buses highly consistent with specifications for similar 45-foot-long over-the-road coaches most-recently procured by the MTA under MTA Contract #B40657. NYSDOT or MTA will retain title to the buses. The Operator shall lease the buses from NYSDOT for a nominal fee. Refer to Attachment 29: Maintenance, repair, tire installation and replacement of parts for the leased buses, as well as for the Operator-owned supportive vehicles and equipment, and facilities shall be the responsibility of the selected Contractor. Specifications for the anticipated buses are included in RFP Attachment 26. The requirements for installation of transit ITS elements are included in RFP Attachment 26A. Refer to Attachment 22: ICM and Transit Operation Framework, and Attachment 23: Technology Specification for additional information regarding ITS installation and maintenance.

NYSDOT is in the process of constructing new bus stations and shelters and related pedestrian improvements at all of the stops envisioned for the transit routes. These routes currently serve the travel market between Suffern and White Plains as the Tappan Zee Express (TZx) transit service.
A Preferred Transit Service Plan (attached as Attachment 21: Preferred Transit Service Plan) has reconfigured these routes to meet the service objectives and optimize both bi-county and intra-county trips.

In conjunction with discussions with the selected Operator, and within the limits of state finance law, NYSDOT reserves the right to reasonably adjust service at any time plus or minus 20% of the revenue miles. The Operator will be compensated for any revenue miles added, at the contracted Operator’s Revenue Mile Rate, and NYSDOT will be responsible for providing additional vehicles if needed. Post award modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing scheduled revenue hours or frequency of service within the service area of Rockland and Westchester Counties.

3.2 Contract Objectives

The main objective is to process and execute a single contract with a single designated Contractor. Only one responsive and responsible Contractor (or team of contractors wherein the contract will be with the prime Contractor) will be retained through this RFP solicitation. Subcontracting is permitted. As service delivery levels and seamless integration of services are crucial to the project, no joint ventures arrangements will be allowed which appear to split up initial responsibility for particular routes or portions thereof (e.g. two bus carriers may not form a joint venture whereby an arrangement is made that one carrier will “take” the routes in one county or direction, and the second carrier will “take” the routes in another county or the routes in the opposite direction).

NYSDOT prefers that all arrangements between service operators, vehicle maintenance providers, and vehicle manufacturers, sellers or other vehicle providers be delivered via subcontracts with the prime Contractor. However, joint ventures are permitted between service operators, vehicle maintenance and repair providers, etc.

3.3 Definitions and Acronyms

- ADA – Americans with Disabilities Act
- APC – Automatic Passenger Counters
- APTA – American Public Transportation Association
- AVL – Automatic Vehicle Location
- BRT – Bus Rapid Transit - high-quality bus system that delivers fast, comfortable, and cost-effective services at metro-level capacities.
- CAD – Computer-Aided Dispatching
- CDL – Commercial Driver’s License
• CIN – Contractor Identification Number
• Consultant, Contractor, and Operator – shall assume the same meaning, and are utilized interchangeably
• CRC – Customer Service Center
• CSI – Customer Satisfaction Index
• ESD – Empire State Development
• FOIL – Freedom of Information Law
• FTA – Federal Transit Administration
• GTFS – General Transit Feed Specification
• HVTMC – Hudson Valley Transportation Management Center – regional traffic operations center located in Hawthorne, NY
• ICM – Integrated Corridor Management – the operational coordination of multiple transportation networks and cross-network connections comprising a corridor and the institutional coordination of those agencies and entities responsible for corridor mobility.
• ITS – Intelligent Transportation System
• LHTL – Lower Hudson Transit Link – the project to implement improvements along the I-287 corridor in Rockland and Westchester Counties, which includes the intercounty BRT system whose operator will be selected through the present RFP process
• M/WBE – Minority/Women-Owned Business Enterprise
• NNYB – New New York Bridge – a state-of-the-art, twin-span replacement for the 3.1-mile Tappan Zee Bridge across the Hudson River
• NTD – National Transit Database
• NYDSOT – New York State Department of Transportation
• NYSTA – New York State Thruway Authority
• NYSUCP – New York State Unified Certification Program
• OEM – Office of Emergency Management
• PMI – Preventive Maintenance Inspections
• PPI – Producer Price Index RFP – Request for Proposal - this document
3.4  Mandatory Project Schedule

The intercounty BRT **MUST** be operational by the time the current TZx contract terminates in October 29 of 2018. Time is of the extreme essence. The C037626 mandatory operational start date of October 29, 2018 has been established to ensure no gap in intercounty bus service.

In the unlikely event that the New New York Bridge is not open to traffic by October 29, 2018, the intercounty BRT project will nonetheless commence, with all routes and stops served utilizing the existing Tapan Zee Bridge. However, the Operator will not be assessed liquidated damages in relation to on-time performance where services performance delays directly result from any delays in the New New York Bridge being opened to traffic.

Following are the Major Interim Milestones that must be completed in a timely manner as part of the delivery of services outlined in this RFP. The Operator shall propose dates for the following Interim Milestones in their Project Schedule (see Section 5.1.5) Attachment 24: Liquidated Damages. Failure to meet these Milestones will result in liquidated damages assessed against the Contractor at the rates established in Attachment 24: Liquidated Damages.

Major Interim Milestones:

A. Delivery of Final version of the Project Management Plan
B. Fleet vehicles [accepted/vehicle testing complete](#)
3.5 Contract Term and Payment Method

The Department estimates that the work for the successful Operator will commence when Notice to Proceed is issued, currently estimated at January 1, 2018. The base term or duration for the contract is seven years (with approximately a 12-month start-up period plus a 6 year operational service period), with two optional three-year extensions to be executed under the same terms and conditions, upon mutual agreement of both parties, subject to approval by the New York State Attorney General’s Office and the Office of the New York State Comptroller.

The selected Contractor shall be paid monthly on a time and materials basis for delivered start-up services necessary to initiate operation of the Intercounty BRT bus service. Thereafter, a contract year shall be defined as the 12-month time operational service period from October 29th to the following October 28th. The selected Contractor shall be paid a fixed monthly rate for Operations and Maintenance Services per revenue mile during the operational service period. The selected Contractor shall also be paid monthly for Bus Facility and Maintenance Facility costs upon inception of the operational service period.

Beginning on January 1, 2019, the Consumer Price Index – All Urban Consumers (CPI - U), as published by the U.S. Department of Labor, Bureau of Labor Statistics, will be used as a basis for adjusting the contract billing rate for Stage 2, Monthly Cost for Bus Facility and Operations Facility, and the contract billing rate for Stage 3, Monthly Operations and Maintenance Costing amounts, subject however to a maximum allowable annual increase cap of 3.0%, all subject to current market conditions. The first rate adjustment will be effective on January 1, 2020 and each subsequent January 1st, throughout the term of the contract, and calculated using the previous September’s Index, using Series ID CUUR0100SAS4 (http://data.bls.gov/timeseries/CUUR0100SAS4; Area: Northeast Urban, Transportation Services, Not Seasonally Adjusted, Base Period 1982-84 = 100). 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 and titles used are for illustrative purposes only):]

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Contract Billing Rate</th>
<th>CPI Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2019 - 12/31/2019</td>
<td>$9.00/Mile</td>
<td>130.0</td>
</tr>
<tr>
<td>September 2018</td>
<td>132.1</td>
<td></td>
</tr>
<tr>
<td>September 2019</td>
<td>132.1</td>
<td></td>
</tr>
</tbody>
</table>
Additionally, the contract rates for all Consultant Key Personnel costs may also be eligible for adjustment, in the event extra work is added to the contract or if the resulting Agreement is extended beyond its six-year operational service period.

If the actual start of the contract is substantially different than the above estimated date, then the effective date for the rate adjustment will be similarly changed.

The Operator has the sole responsibility to request, in letter form, an adjusted rate and must provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the NYSDOT Project Manager’s address within three months of base month each year. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the prior calendar year. Once approved, the contractor will be notified in writing.

The State reserves the right to negotiate a lower rate adjustment than stated above for any additional billing rate extensions or adjustments.

3.6 Service Expansion

In the future, NYSDOT may expand the LHTL intercounty BRT service, including part or all of the service additions as detailed in Attachment 27. In the event that this occurs over the course of the contract, NYSDOT will provide the Contractor with ridership estimates, route structure, and frequencies for all new services proposed, and the Contractor will work with NYSDOT to identify and agree-upon the number of new passenger revenue miles associated with the service expansion, subject to relevant provisions of Section 3.1. Such Service Expansion would require execution of a formal contract amendment agreeable by both parties and subject to approval by the New York State Attorney General’s Office and the Office of the New York State Comptroller.
4 **Scope of Services**

4.1 **Project Overview**

This RFP is seeking to solicit proposals from responsive and responsible Contractors to safely and effectively provide for the intercounty Bus Rapid Transit (BRT) service component of the LHTL project. The selected Contractor is expected to prepare for and deliver an expandable turnkey solution for NYSDOT to provide BRT transit service in Rockland and Westchester Counties, optimizing the project elements described in this RFP. This RFP is for the initial rollout of the intercounty BRT service, but the system may expand in the future, as ridership and available funding allow (as described in RFP Section 3.6). In order to ensure delivery of a high-quality, reliable, and safe service, minimally-acceptable performance standards are identified and enforced through a system of incentives and liquidated damages. These are detailed in RFP Attachment 16: Operating Performance Standards and in RFP Attachment 24: Liquidated Damages & Incentive Payments.

4.2 **NYSDOT Responsibilities**

NYSDOT will be responsible for the following:

4.2.1 **Providing Capital Infrastructure**

NYSDOT is responsible for the installation of new shelters, transit roadway improvements, signal upgrades, and the infrastructure to support the Integrated Corridor Management (ICM) system, which will be delivered by and with NYSDOT, its partnering agencies, and their contractors in a coordinated program of work.

4.2.2 **Providing BRT Transit Buses**

1. **NYSDOT will:**
   - Procure thirty-one (31) 45-ft. over-the-road buses with reasonable warranties. Includes acceptance testing assistance from the MTA.
   - Retain Title to all BRT buses.
   - Lease BRT buses to the selected Contractor.

The buses are 45-foot-long over-the-road coaches. The buses will remain under title to NYSDOT, and be leased to the Operator for a nominal annual fee ($1.00) for the duration of the operator’s contract. See Attachment 29 – ‘LHTL BRT Bus Lease Terms’ for the general form of such bus lease.
4.2.3 Appointing a Project Manager
NYSDOT will appoint a Project Manager who will serve as the single point of contact for the Contractor. The NYSDOT Project Manager will be solely responsible for decisions related to the acceptance and approval of all services and deliverables provided by the Contractor.

4.2.4 Accepting Deliverables and Providing User Acceptance
NYSDOT will review deliverables and evaluate them for completeness, clarity, adherence to generally recognized standards, and compliance with NYSDOT’s intent as conveyed in this RFP and contained in the resulting executed contract. A deliverable, phase, or milestone will not be considered complete until NYSDOT has its opportunity to review said deliverables and formal, written sign-off has been provided by NYSDOT. NYSDOT is responsible for approving all submitted accepted test plans and performing acceptance testing.

4.2.5 Providing a Unified ICM Control Center
NYSDOT will be responsible for providing a unified control center at the HVTMC where both highway operators and dedicated staff from the transit contractor can manage day-to-day operations of the BRT transit services (per the agreed-upon approach) and highway systems, plan and coordinate special events, and resolve unplanned incidents as they arise. This co-location has many benefits, including being able to leverage the presence of various agencies’ staff, improve overall system monitoring, and enhance both operational awareness and communications between all partners.

4.2.6 Facilitating Fare Payment Arrangements with Regional Agencies
NYSDOT is responsible for facilitating agreement with the MTA for any future agreements necessary to allow acceptance of payments and use by LHTL BRT riders regarding any future new MTA fare payment system (contract recently awarded). Current MetroCard technology will not be integrated into this project.

NYSDOT is also responsible for facilitating any agreements with MTA Metro-North Rail Road to permit the UniTicket fare option for riders on the LHTL BRT system. MTA Metro-North collects the revenue from this ticket, as they are the only issuer, and they are responsible for reimbursing NYSDOT its share of the fare through the operator, in accordance with other revenue procedures. NYSDOT will remit these revenues to the operator.

Please note: the selected Contractor shall be responsible for procuring, installing, maintaining, repairing, and replacing all fare payment equipment and software.

4.2.7 Facilitating Internal NYSDOT Communication
NYSDOT is responsible for facilitating communications among various NYSDOT regions and divisions. NYSDOT will provide the selected Contractor with appropriate contact information, staff descriptions, etc.
4.2.8 Purchase Option

NYSDOT reserves the right to purchase the BRT onboard and offboard fare payment technology and associated equipment at fair market value, or, if such equipment is leased, to direct the Contractor to assign any remaining lease term, in the event the Contractor is incapacitated in any way or is otherwise unable to deliver the service.

4.2.9 Site Visits

NYSDOT reserves the right to inspect the Proposer’s facilities and/or other transit systems where the Proposer has supplied the same or similar services as part of the proposal evaluation process (with proper due notice provided). NYSDOT reserves the right to inspect the Proposer’s facilities after contract execution/during the term of the resulting agreement (with proper due notice provided).

4.2.10 Travel Time Adjustment

Throughout, Travel Time shall be a consideration for initial Proposal Evaluation Methodology, as provided in Section 6.3. Travel time shall also be a consideration in assessing headway liquidated damages, as provided in 8.24, Attachment 24, the course of the initial 6-year operational service periods, and any contract extensions. NYSDOT will predicate its Liquidated Damages and Incentive Payment calculations for those roadways upon which the bus routes travel—based upon average travel times which equal or are less than the calculated average travel times for the Fall of 2017 for the TZ Express. Such average travel times shall be reinforced by NYSDOT’s will assess the operator’s average travel times performance by implementation and maintenance of an ICM system on the trunk corridor for the bus routes. Baseline average vehicle travel times for each route will be measured by NYSDOT will measure the operator’s baseline average vehicle travel times for each route, independently of bus operations, and remeasured such on a monthly basis monthly. If the operator’s baseline average vehicle travel times increase by more than 5% from the prior month, then the operator will not be assessed liquidated damages for on-time performance (Attachment 24: Liquidated Damages and Incentive Payments) for that month. All other liquidated damages apply.

4.2.11 Oversight

1. Oversee Contractor preparations for Intercounty BRT service delivery.

2. Provide programmatic inspection of BRT buses and operations; this requirement is distinguished from statutory safety inspections imposed by New York State Regulation, which are to be conducted by the Operator.

4.3 Selected Contractor Responsibilities

NYSDOT will contract with a single prime Contractor to provide all requested LHTL intercounty BRT services as detailed in this RFP. The exact approach and methodologies proposed by the Contractor to fulfill the RFP’s deliverables and requirements must be provided in the Technical Approach and Scope of Service portions of the firm’s Part I Technical and Management Proposal. The Contractor must address all deliverables for all stages of the LHTL
BRT project in their project plan. The Contractor can organize and plan for the completion of the work based on their experience with projects of similar scale and scope.

The selected Contractor is responsible for the following:

### 4.3.1 Providing Experienced Personnel

The selected Contractor is responsible for committing fully qualified professional resources to all project stages as well as maintaining provision of those resources over the life of the contract. NYSDOT reserves the right to approve or reject the replacement of Key Personnel.

### 4.3.2 Providing Services and Deliverables

The selected Contractor shall provide the services and deliverables specified in this RFP (specifically, in Section 4.5 below and related attachments) per the resulting contract and bus lease. The Contractor shall perform all of the activities and tasks in a manner that meets all project objectives and meets all contract objectives, subject to availability of state funds. All services provided must be consistent with state and federal laws and regulations and shall be appropriate and acceptable to NYSDOT.

### 4.3.3 Conducting Data Collection and Reporting

The selected Contractor is required to provide a number of real-time, monthly, quarterly, and annual reports on the operation of the LHTL service to NYSDOT, as outlined in Attachment 20: Reporting Requirements. These reports will enable NYSDOT to evaluate the quality of the service being provided, as well as review overall performance in order to assess liquidated damages.

### 4.3.4 Requesting Rate Adjustments: See RFP Section 3.5

The Contractor shall maintain all accounting records in compliance with the applicable rules and regulations of NYSDOT of the State of New York in accordance with Article 7, Title 17 NYCRR. NYSDOT and the State Comptroller, or their representatives, shall have the power to audit and examine the accounts, books, documents and papers of the Contractor, and any of its affiliated interests pursuant to Section 190 of the Transportation Law regarding all C037626 service provisions.

### Tasks

### 4.4.1 Task 1: Project Initiation and Planning

Following the selection of a Contractor and contract approval, the Contractor will refine and confirm planned project activities during the Project Initiation and Planning phase. Initial Project Management Plans submitted with this proposal will
be further refined with input from NYSDOT until a Final Project Management Plan for project completion is formed.

4.4.1.2 The Contractor shall refine and deliver its proposed initial project plans consistent with agreements made during contract finalization. The Final Project Management Plan shall address:

A. Project Schedule;
B. Implementation Plan;
C. Quality Control/Quality Assurance Management Plan;
D. Risk Management Plan;
E. Change Management Plan;
F. Issue Management and Escalation Plan;
G. Date Collection and Reporting Plan;
H. Communication Plan;
I. Marketing Plan;
J. Customer Service Plan; and
K. Staffing Plan - The Contractor shall refine the Initial Staffing Plan and deliver a project staffing plan that identifies individual resources assigned to each of the project activities and ensures that efforts are taken to meet the contract’s M/WBE/SDVOB goals.

4.1.1.3 The Contractor shall provide a draft of the Final Project Management Plan to the NYSDOT Project Manager within 30 days of Notice to Proceed. After review by NYSDOT, the Contractor will incorporate any required changes and submit a finalized version of the Final Project Management Plan to the NYSDOT Project Manager for approval. The Contractor shall thereafter manage the Final Project Management Plan jointly with NYSDOT.

**Deliverable:** Draft and Final Project Management Plan
4.4.2 Task 2: Project Execution and Control

4.4.2.1 During Project Execution and Control, the Contractor will utilize the plans, schedules, procedures, and templates prepared and anticipated with the Final Project Management Plan. This will include the following activities:

A. The Contractor shall use NYSDOT’s ProjectWise product to share all project-specific documents and reports that are not automatically fed into the ICM system. For any possible new IT project work, vendors need to be made aware (prior to proposal submission) of NYSDOT’s ITS policies, which are available in RFP Attachment 25. NYSDOT and the NYS Office of Information Technology Service (OITS) will work with the selected Contractor regarding implementation of any applicable ITS policies during contract negotiation and during the project for any applicable IT project work. This policy is only applicable for any IT project work done under C037626.

B. The Contractor shall maintain and provide to NYSDOT an up-to-date organization chart and contact list for all Contractor key personnel assigned to the project, including updates whenever Contractor personnel assignments change.

C. The Contractor shall prepare for and attend all project meetings, to be held at the Hudson Valley Transportation Management Center (HVTMC) in Hawthorne, NY, the Region 8 Office in Poughkeepsie, NY, or the Main Office in Albany, NY. Attendance at meetings shall either be in person or via remote technologies (subject to NYSDOT’s direction). The types of meetings shall include but not limited to:

- Kickoff Meetings – Within two weeks of final contract approval, kickoff meetings will be scheduled and held with the full project team to discuss applicable start-up procedures (the selected Contractor shall assist in preparation of the kick off meeting schedules, agenda, handouts, etc.).

- Project Development Meetings – two or more project team members are to attend meetings related to project development and implementation as defined in the project communication plan and project schedule;

- Status Meetings – the Project Manager and two or more project team members are to attend periodic project status meetings to review the progress and status of the tasks, problem areas, work to be accomplished, and other relevant items
D. The Contractor shall prepare pre-meeting and post-meeting documentation for project meetings

E. The Contractor shall implement the Quality Management Plan defined in the Project Management Plan.

F. The Contractor shall implement the Risk Management Plan defined in the Project Management Plan.

G. The Contractor shall implement the Project Communication Plan defined in the Project Management Plan.

**Deliverables:**

- Meeting attendance and meeting documentation. Remote attendance at project meetings is possible via prior discussion with NYSDOT.
- Project collaboration utility (ProjectWise).

**4.4.3 Task 3: Operation of the LHTL Intercounty BRT Transit Service**

4.4.3.1 The Contractor shall design and operate a service which is outlined in the Preferred Transit Service Plan (Attachment 21: Preferred Transit Service Plan; Minimum Requirements), including route layout, span of service, and service frequencies. A final negotiated service plan that is formally accepted by NYSDOT will form the basis of transit service. This service will commence on October 29, 2018, and will continue for a six year time period ending on October 28, 2024. Should C037626 be extended per the authorized two additional three-year time periods, service may end October, 2027 or October 28, 2030, respective of the option terms.

4.4.3.2 The Contractor shall create detailed schedules, agree on these schedules with NYSDOT, and make these schedules available to 511NY as a General Transit Feed Specification (GTFS) format and the public as outlined in Section 4.4.14 (marketing and advertising).

4.4.3.3 These schedules will be reviewed by the Contractor and NYSDOT annually to take into account any changes in travel time in the corridor, especially any improvements
resulting from better operation and management of the corridor utilizing the ICM system.

4.4.3.4 The Contractor shall operate service along the RFP’s specified minimally-required routes and for modified additional routes as proposed by NYSDOT, serving all agreed-upon stops along these routes per the agreed-upon directional headways.

4.4.3.5 The Contractor shall propose and provide acceptable supervision of contracted service including the monitoring of schedule adherence, bus maintenance and service operations, accident/incident investigation, on-street operation, and on-route compliance. Such supervision must also include responses to investigation of accidents/incidents within 20 minutes of occurrence. An accident/incident is defined as the following: a vehicle crash involving a LHTL bus and another vehicle, bicycle, or pedestrian; an injury to a passenger boarding, alighting, or on board a LHTL that is observed by or brought to the attention of the bus operator; and a mechanic failure that requires the bus to be placed out of service. Response is defined as being physically present at the site of the accident/incident. Street supervision must be present at all times and in sufficient number when services are scheduled to operate. NYSDOT reserves the right to provide similar investigations and adherence checks of its own without notice to ensure Contractor’s compliance with terms of the Contract.

4.4.3.6 The Contractor shall operate the service according to all safety and operating requirements found at the NYSDOT Office of Modal Safety and Security, Passenger Carrier Safety Bureau website at https://www.dot.ny.gov/divisions/operating/osss/bus. This includes adherence to NYS Transportation Law and Vehicle and Traffic Law (VAT); various appropriate parts of the 17 NYCRR outlined at the website; accident reporting and the requirements of the Public Transportation Safety Board found at https://www.dot.ny.gov/divisions/operating/osss/ptsb; the requirement of passenger authority and the bus inspection program and the driver requirements of NYS Department of Motor Vehicles (DMV) regarding 19-A certifications found at https://www.dot.ny.gov/divisions/operating/osss/bus/driver. Failure to meet these requirements as part of the implementation of the service on the ongoing delivery will result in assessing liquidated damages as outlined in Attachment 24: Liquidated Damages & Incentive Payments

4.4.3.7 Buses will be delivered by NYSDOT with all ADA-required decals and markings but it is the responsibility of the operator to provide additional decals or markings needed for their operation of the fleet.
4.4.3.8 Failure to provide all scheduled service routes and vehicles will result in NYSDOT assessing liquidated damages in the amount of $10,000.00 for each day that scheduled service is not provided. More detailed performance standards are outlined in Attachment 16: Operating Performance Standards.

4.4.3.9 The Contractor shall propose and implement a range of operating performance standards against which it must report to NYSDOT so as to ensure the consistent delivery of a high-quality intercounty BRT service.

4.4.3.10 All performance standards and liquidated damage clauses will be strictly enforced, and must be strictly adhered to in order to provide the highest level of quality service possible. NYSDOT reserves the right to monitor the Contractor in its performance of the Contract to ensure adherence to all performance specifications.

4.4.3.11 To measure the Contractor’s performance, the performance standards listed in this document are for the first operational service period and may be used for subsequent operational service periods. NYSDOT reserves the right to review and modify these performance requirements and metrics as deemed necessary to facilitate continuous improvement of service, and they may be renegotiated or adjusted on an annual basis, as conditions warrant. The full list of operating performance standards, including standards for staff and staff training, is included in RFP Attachment 16: Operating Performance Standards.

4.4.3.12 To receive full compensation, the Contractor shall fulfill the service plan defined in the contract, which may exceed the RFP’s minimum requirements (Attachment 21). For the performance goals in Attachment 16: Operating Performance Standards, if the Contractor fails to meet contracted standards, liquidated damage amounts will be deducted from the Contractor’s total monthly invoice amount.

4.4.3.13 Liquidated damages may also be imposed by NYSDOT on the Contractor based on each observed violation committed by Contractor personnel in accordance with Attachment 8.24. The Contractor agrees that a violation of any of the liquidated damage provisions in this Contract may cause NYSDOT to incur damages that are impractical or impossible to determine. The Contractor agrees that should liquidated damages be applied, that these liquidated damages are a reasonable approximation of NYSDOT’s actual damages.

4.4.3.14 Documentation of any incidents of violations of any agreed-upon liquidated damage provisions shall be provided by the Contractor along with any explanation, and corrective measures shall be forwarded to NYSDOT for a review within 30 days of request. Failure to provide the response within 30 days of NYSDOT’s request will
result in all liquidated damages indicated being applied to the invoice. For each and every violation, NYSDOT reserves the right in its sole discretion to assess full liquidated damages, partial liquidated damages, or to waive liquidated damages as NYSDOT believes is appropriate and in the best interest of the State.

**Deliverable:** Intercounty BRT transit service, as detailed in Attachment 15: Bus Operations Requirements, Attachment 16: Operating Performance Standards, Attachment 21: Transit Service Plan and Attachment 24: Liquidated Damages & Incentive Payments.

### 4.4.4 Task 4: Coordination of service planning and delivery with local and state agencies

The Contractor is responsible for coordinating with local and State agencies and authorities to optimize transit service.

#### 4.4.4.1 Schedule coordination

- The Contractor shall be responsible for facilitating seamless transfers between the LHTL intercounty BRT and Metro-North rail service through careful schedule synchronization. The Contractor shall design schedules to ensure that eastbound buses arrive at Metro-North no less than 7 minutes before scheduled train departures, while westbound buses depart Metro-North no more than 7 minutes after scheduled train arrivals. The Contractor shall be responsible for receiving advanced notifications of Metro-North schedule updates and adjusting LHTL schedules accordingly. The Contractor shall also facilitate transfers with TOR, Westchester County Bee-Line, and other current or future Rockland and Westchester County operators where feasible.

**Fare coordination** - The Contractor shall be responsible for facilitating transfers between LHTL and other regional transit systems through the creation of transfer agreements and the integration of fare payment systems. NYSDOT will work with Metro-North Railroad to maintain the existing UniTicket program (discussed in Section 4.4.10.2), which allows customers to purchase joint weekly or monthly tickets to transfer between Metro-North and LHTL, and this fare type shall be accepted on the LHTL BRT system. The Contractor should establish transfer agreements between the LHTL service and TOR, Westchester County Bee-Line, and other current or future Rockland and Westchester County operators where feasible. NYSDOT is responsible for facilitating an agreement with the MTA to allow the selected Contractor to accept payments for and allow riders to use the future MetroCard technology on the LHTL BRT system, and the Contractor is also expected to accommodate the use of this fare payment type, including procuring and maintaining fare payment machines. (The technical specifications for on-board and
off-board infrastructure to accommodate this fare choice are outlined in Attachment 23: Technology and Attachment 26: Vehicle Specification).

4.4.2 Cost and schedule coordination on a regional level is of critical importance to this project. The Contractor shall propose how it plans to interline fares and schedules between the new intercounty BRT service and Westchester Bee-Line in its Technical and Management Submission, and will be evaluated on this issue. Acceptable plan(s) may become part of the resulting contract.

4.4.3 Service and response coordination – The Contractor shall meet with NYSDOT’s ICM Corridor Manager (selected consultant under the C031480, Integrated Corridor Management (ICM) System Integrator Services Contract) to discuss any issues or concerns with the transit service and to address its integration with the overall ICM system in the corridor. These meetings will be held weekly for the first month of service (November 2018) and then monthly for the next six months of service (December 2018 – May 2019). Meetings will then be held quarterly until the end of the contract.

Deliverables:

- Transit schedules to meet train times and other regional transit links
- Accommodation of the Metro-North UniTicket program and future MetroCard fare payment technology, as well as any other opportunities to coordinate fares with other transit systems in the region
- Regular meetings between the Contractor and the NYSDOT ICM Corridor Manager, as directed above

4.4.5 Task 5: Provision of an operations and maintenance facility(ies); (Minimum Requirements)

4.4.5.1 The selected Contractor shall be responsible for providing (owning, leasing or any other acceptable arrangement) an operations facility (or facilities) that has adequate spacing for in-house preventive and corrective maintenance for the vehicle fleet. The size and location of the operations facility must be sufficient to meet the service requirements related to staff and visitor parking, service vehicle parking, routine preventive maintenance of vehicles and cleaning (washing) of vehicles as well as providing staff office space. Proposed facilities shall also emphasize minimizing deadhead hours and facility costs. Safe and secure overnight storage of vehicles is required, including exterior and interior video surveillance for all service vehicle parking areas, entrances, exits, and cash-handling areas. A facility security system with alarms shall also be included. NYSDOT will not offer any assistance in procuring a site or making
lease arrangements, but NYSDOT does reserve the right to either inspect, approve or reject the site and/or the facility arrangements.

4.4.5.2 The selected Contractor shall be responsible for providing (owning, leasing or any other acceptable arrangement) all necessary equipment, specialized vehicles and tools in the operations facility (or facilities) associated with operating and maintaining the specified vehicle fleet of buses.

4.4.5.3 Additional maintenance and facility requirements can be found in Attachment 17: Fleet Maintenance & Service Requirements, as well as the instructions for creating the Vehicle Maintenance Plan.

**Deliverables:**

- A maintenance and storage facility(ies) of sufficient capacity, proper equipment, and capability for the LHTL fleet which meet or exceed the RFP’s minimum requirements
- Vehicle Maintenance Plan

### 4.4.6 Task 6: Maintenance and storage of the vehicle fleet

4.4.6.1 The Operator shall be responsible for the proper storage, upkeep, repair and maintenance of the vehicle fleet, and shall provide a facility (or facilities) to do so as outlined in Section 4.4.5 above. Additional maintenance and facility requirements can be found in Attachment 17: Fleet Maintenance & Service Requirements, with the liquidated damages and incentives outlined for each maintenance standard (full table in Attachment 24: Liquidated Damages & Incentive Payments).

4.4.6.2 Further details on cleaning schedules and requirements which the selected Contractor shall be responsible for are detailed in Attachment 17: Fleet Maintenance & Service Requirements.

**Deliverable:** Ongoing maintenance, cleaning and storage of vehicles, as outlined in the Vehicle Maintenance Plan and Attachment 17: Fleet Maintenance & Service Requirements.

### 4.4.7 Task 7: Maintenance and upkeep of transit shelters and stops for the intercounty BRT service (Minimum Requirements)

4.4.7.1 The State will provide all capital infrastructure for the intercounty BRT service (except for the fleet storage/maintenance facility as described in Section 4.4.5), including shelters, and other infrastructure at each stop. These stations play a key role in both providing and promoting the transit service, and are an important part of the passenger experience. NYSDOT will provide power and communication connections
at bus shelters. The Contractor shall be responsible for procuring the communications networks to support all in-shelter, on-board, and back-office systems. NYSDOT will assume account ownership of the shelter electrical power feeds.

The following table presents the locations of minimally-required LHTL BRT bus stops:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Stop</th>
<th>Improvement Location</th>
<th>Shelter Type</th>
<th>Benches (In Shelter)</th>
<th>Sides</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffern</td>
<td>Chestnut St</td>
<td>Hallet St at Chestnut St</td>
<td>Double</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>Airmont</td>
<td>Airmont Rd at Rt 59</td>
<td>Airmont Road / NY 59</td>
<td>Single</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Monsey</td>
<td>Monsey Park &amp; Ride</td>
<td>Park and Ride Lot on NY-59</td>
<td>Double</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Spring Valley</td>
<td>Spring Valley Transit Center</td>
<td>Franklin St at Municipal Plaza</td>
<td>Double</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Nanuet</td>
<td>Exit 14 Park &amp; Ride</td>
<td>NY 59 at Forman Dr</td>
<td>Double</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>West Nyack</td>
<td>Palisades Center Park &amp; Ride</td>
<td>Palisades Center Dr (northwest corner of mall) - Lot J</td>
<td>Double</td>
<td>Refurbish Existing</td>
<td>Refurbish Existing</td>
</tr>
<tr>
<td>West Nyack</td>
<td>Palisades Center Macy’s</td>
<td>Palisades Center Dr at NY 59</td>
<td>Single</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>Nyack</td>
<td>Central Nyack</td>
<td>NY 59 at Mountainview Ave (EB)</td>
<td>Single</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Nyack</td>
<td>Central Nyack</td>
<td>NY 59 at Mountainview Ave (WB)</td>
<td>Single</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Nyack</td>
<td>Downtown Nyack</td>
<td>Franklin St at Artoope Way</td>
<td>Single</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>Nyack</td>
<td>Downtown Nyack</td>
<td>EB Artoope Way at Franklin St</td>
<td>Double</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>South Nyack</td>
<td>South Nyack</td>
<td>S. Franklin Ave Extension at 9W (EB)</td>
<td>Single</td>
<td>No</td>
<td>Open</td>
</tr>
<tr>
<td>South Nyack</td>
<td>South Nyack</td>
<td>S. Franklin Ave Extension at 9W (WB)</td>
<td>Single</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Tarrytown</td>
<td>Tarrytown / NY 119 EB S Broadway at NY 119</td>
<td>None (pole only)</td>
<td>N/A</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Tarrytown</td>
<td>Tarrytown / NY 119 WB S Broadway at NY 119</td>
<td>Single</td>
<td>Yes</td>
<td>Wind Screen</td>
<td></td>
</tr>
<tr>
<td>Tarrytown</td>
<td>Tarrytown MNRR Station</td>
<td>Depot Plaza</td>
<td>Double</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>White Plains</td>
<td>Westchester County Center</td>
<td>Tarrytown Rd at Central Ave (EB)</td>
<td>Single</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>White Plains</td>
<td>Westchester County Center</td>
<td>Tarrytown Rd at Central Ave (WB)</td>
<td>Single</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>White Plains</td>
<td>Main Street at Bank Street</td>
<td>Main Street at Bank Street</td>
<td>Single</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>White Plains</td>
<td>White Plains MNRR Station</td>
<td>Hamilton Ave at Ferris Ave</td>
<td>Single</td>
<td>Yes</td>
<td>Open</td>
</tr>
</tbody>
</table>
4.4.7.2 The technology equipment installed and integrated at each shelter shall also be the responsibility of the Contractor to procure, maintain and keep in good working order, as are off-board fare payment machines. Liquidated damages will be assessed for failure to maintain fully functioning systems. Full details on the performance standards required from these systems are outlined in Attachment 16: Operating Performance Standards, and liquidated damage amounts are detailed in the table in Attachment 24: Liquidated Damages & Incentive Payments.

4.4.7.3 The Contractor shall be responsible for the installation of off-board fare payment machines at locations defined by NYSDOT.

4.4.7.4 The Contractor shall be responsible for the upkeep and maintenance of bus stop infrastructure, to keep it neat, clean, and free of graffiti, as well as making repairs related to normal wear and tear, and any emergency/temporary repairs to any condition which creates a potential imminent health or safety hazard. Further details on cleaning schedules and requirements are detailed in Attachment 19: Stop and Shelter Maintenance.

4.4.7.5 The current TZx operations involve maintenance agreements with local municipalities for tasks such as snow clearance and garbage collection. If the Contractor wishes to retain any of these maintenance agreements (or create new ones), the selected Contractor shall be responsible to negotiate these with the relevant local authorities (and provide evidence of such in their proposals).

**Deliverable:** Clean, safe, and usable shelters and stops for the service, as detailed in Attachment 19: Stop and Shelter Maintenance.

### 4.4.8 Task 8: Procurement and installation of on-board, in-shelter and back-office technology systems (Minimum Requirements)

**4.4.8.1** The selected Contractor shall be responsible for the procurement and installation of on-board, in-shelter, and back-office vehicle technology and systems, including but not limited to Wi-Fi, automatic vehicle location (AVL), computer-aided dispatching...
(CAD), automatic passenger counters (APC), Real Time Passenger Information (RTPI) including stop announcements and displays, and traffic signal priority (TSP). These systems are critical for the smooth operation of the transit system and quick and accurate performance reporting. The Contractor shall ensure the assets installed are compliant with the LHTL project ITS Architecture. The Contractor shall be responsible for working with the LHTL ICM Systems Integrator to ensure the vehicle systems are interoperable with the ICM system operating in the corridor. The Contractor shall be responsible for integrating their scheduling software and other back-office functions with the transit ICM elements, both on the vehicles and at stations.

4.4.8.2 The Contractor shall transfer the title for all in-shelter and on-board technology equipment to NYSDOT, and shall continue to maintain all in-shelter technology equipment as outlined in Section 4.4.8 and Attachment 19: Stop and Shelter Technology and on-board technology. The Contractor shall maintain ownership and be responsible for maintenance of all back-office technology. NYSDOT will provide power and communications connections at the bus shelters. The Contractor shall be responsible for procuring the communications networks to support all in-shelter, on-board and back-office systems. The Contractor shall also assume account ownership of the shelter power feeds. The Contractor is responsible for System Acceptance Testing (SAT) of the Transit ICM elements, as follows:

A. The Contractor shall develop, conduct, support, and report upon the verification activities to demonstrate compliance to NYSDOT’s System Functional and Performance Requirements.
B. The Contractor is encouraged to organize the test program to focus initially on those parts of the design that are considered to have the greatest risk; some degree of systems acceptance testing shall be required.
C. Each acceptance test must be performed in a repeatable and verifiable manner without interfering with any part of the System which has already been accepted.
D. At the conclusion of an acceptance tests, the System shall be capable of being returned to its state prior to the acceptance test.
E. The Contractor shall advise NYSDOT of the details (time, place, etc.) of all test activities as outlined in the SAT Plan.
F. The Contractor shall provide twenty (20) days’ notice (time, place, etc.) of all formal test activities outlined in the SAT Plan.
G. NYSDOT must review all test documentation prior to the initiation of any formal testing.
H. NYSDOT must witness all formal test activities being conducted to demonstrate compliance with NYSDOT’s project requirements.
I. The Contractor shall supply all test equipment, materials and labor for all tests.
J. The Contractor shall support the NYSDOT’s scenario test program which will be run after all acceptance testing has been completed.
K. NYSDOT’s scenario testing will cover mutually pre-agreed operational scenarios.
L. Upon successful completion of all other testing and commissioning of the system, NYSDOT will run an operational test whereby the system will be monitored during a 30 day period for any abnormal operations not previously uncovered during the previous tests.

M. If any item subject to an acceptance test fails to satisfy its acceptance criteria, NYSDOT may require the Contractor to repeat an acceptance test, or any part of it.

N. The Contractor must remedy the cause or causes giving rise to the failed acceptance tests within fourteen (14) days or as agreed with NYSDOT.

O. Any failed acceptance tests must be repeated by the Contractor with commencement as soon as practicable after the cause or causes giving rise to the failure are remedied, unless otherwise agreed with the NYSDOT.

The requirements for on-board vehicle technology and systems are detailed in the NYSDOT technology specification in Attachment 23: Technology Specification.

**Deliverable:** On-board vehicle and in-shelter technology and systems compliant with the LHTL project ITS Architecture.

### 4.4.9 Task 9: Staffing for a transit operations coordinator position and the integration of the transit service into HVTMC ICM operations

4.4.9.1 The operation of the ICM system will require all partner agencies and operators to be integrated at the Hudson Valley Transportation Management Center (HVTMC) in Hawthorne, NY. The ICM system will be critical to the LHTL’s ability to improve travel times compared to current transit service, adhere to its schedule, and keep passengers informed of changing conditions in real time. To optimize transit operations using ICM infrastructure, the LHTL intercounty BRT Contractor will embed one representative within the HVTMC during the transit hours of service to serve as an HVTMC Transit Service Coordinator and perform the following functions (which may be provided via the Contractor’s dispatching system or other applicable forces under the Contractor’s control):

A. Assess transit conditions

B. Monitor vehicle operations

C. Monitor station conditions

D. Supply information to the corridor ICM system

E. Monitor all on-board and in-station transit ICM assets

F. Maintain on-board and in-station transit ICM assets and repair any system faults within the agreed performance targets
G. Provide liaison services between Contractor operations, the HVTMC, and the Statewide Transportation Incident Command Center (STICC) at NYSDOT Main Office in Albany. This pertains not only to accidents but in cases of severe weather or other natural or man-made emergencies and their impacts to bus service.

4.4.9.2 Before system launch, the Contractor shall be required to meet with the ICM Systems Integrator (procured via separate contract by NYSDOT) for a joint milestone ICM System Design Review workshop of all technology in the LHTL project, both for the transit system and the wider ICM system. The Contractor shall present its unified transit technology design, including all transit system interfaces and a summary of the technology procurement and delivery schedule, at this System Design Review event to ensure that all ICM System Integration requirements and program coordination planning have been adequately resolved.

**Deliverable:** Resource embedded at the HVTMC to cover the full span of service of the LHTL intercounty BRT system. Coordination/information exchange between HVTMC and selected Contractor’s operations.

4.4.10 Task 10: Collection and administration of fare revenues (Minimum Requirements)

4.4.10.1 Once BRT service has commenced (on October 29, 2018) and for six years hence, the Contractor shall collect, retain and report on all operating revenues raised from the operation of the LHTL intercounty BRT service (by route by time period). No revenues shall be surrendered to the State.

4.4.10.2 The Contractor shall maintain the Metro-North weekly and monthly UniTicket fare, and shall accommodate MetroCard’s eventual replacement, as well as an equivalent of a R.C.C./Dominican/STAC Student Discount Bus Pass. The Contractor shall maintain all discounted and institutional tickets in place today. Additional fare service work could be to develop additional discounts as well as work with local business and institutions to create new fare types. The Contractor shall utilize mobile ticketing technology for use on the LHTL system, and incentivize the use of this fare medium. The Contractor shall develop an off-board fare collection system to encourage faster running times.

There will be no additional fare for a transfer between two LHTL routes. The Operator will be responsible for arranging a transfer agreement with TOR and Bee-Line local routes. The cost of transfers to and from these routes will be no greater than 50% of Single Use Base Fare (Cash and Senior Citizen/Disabled Fares are considered Single Use Base Fares).

TAPPAN ZEEexpress (TZx) fares
<table>
<thead>
<tr>
<th>Fare Type</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Fare</td>
<td>$3.00</td>
</tr>
<tr>
<td>Standard Transfer</td>
<td>$1.00</td>
</tr>
<tr>
<td>Senior Citizen / Disabled Fare</td>
<td>$1.50</td>
</tr>
<tr>
<td>Senior Citizen / Disabled Transfer</td>
<td>$0.50</td>
</tr>
<tr>
<td>SuperSaver Tickets - Strip of 10 (TZx Fare = 2 tickets)</td>
<td>$11.00</td>
</tr>
<tr>
<td>R.C.C./Dominican/STAC Student Discount Bus Pass (4-month Semester)</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

Per RFP Section 8.21.7.1 ‘Fare Payment Options for Meeting System Goal’: Prospective operators shall propose on-board, off-board, and mobile ticketing, and will need to demonstrate how their proposed fare collection system impacts performance.
4.4.10.3 **Fare Compliance** - The Contractor shall be responsible for inspection and compliance activities surrounding fare collection. Off-board fare collection machines shall issue tickets at strategic locations (see Section 4.4.7.3 above). Additionally, any mobile ticketing technologies the Contractor pursues shall also display a paid ticket. The Contractor shall be responsible for ensuring all passengers are carrying valid proof of payment, either through:

A. Driver-controlled inspection of tickets and passes through front-door boarding, using farebox validation

**or**

B. Provision of ticket inspectors on all routes to enforce fare payment

4.4.10.4 Proposers shall detail in their technical proposal the fare enforcement solution they choose, as well as an explanation of why they chose this option.

4.4.10.5 As noted in Section 4.2.6, the MTA is developing a New Fare Payment System (NFPS) to replace the current MetroCard system. The Contractor shall be responsible for ensuring the LHTL Intercounty BRT service will accept the NFPS when implemented, including, if necessary, the retrofitting any installed onboard readers, or the installation of new machines.

**Deliverables:**

- Collection and accounting of all fare revenue
- Development of innovative fare types and media
- Enforcement of fare payment
- Updated New Fare Payment System (once available)

**4.4.11 Task 11: Reporting (Minimum Requirements)**

4.4.11.1 The Contractor shall collect data as required and provide periodic statements showing a comparison of the transit system’s past performance and of various management goals and objectives. Monthly and quarterly reports are due on or before the 10th of the following month. Annual reports are due to NYSDOT before January 31st of the following year.

4.4.11.2 The Contractor shall provide all information and reports required by NYSDOT or any modal administration of the United States Department of Transportation (USDOT), as
appropriate and shall permit access to books, records, accounts and other sources of information and facilities as may be requested by NYSDOT (for up to five years following the close of the contract). Where any information required is in exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to NYSDOT or any modal administration of the USDOT, as appropriate, and shall set forth what efforts it has made to obtain the information. All data gathering and reporting shall conform to the requirements of NYSDOT or any modal administration of the USDOT, as appropriate.

4.4.11.3 Specifically, the Operator shall be required to report annually to the National Transit Database (NTD) as separate and unique NTD reporting entity and prepare data and responses to data quality control questions from NTD staff.

4.4.11.4 All programs, plans, policies and procedures shall be updated by the Contractor as needed throughout the term of the contract. The Contractor shall submit, on an annual basis, an independently audited financial report of all relevant company operating financial data.

4.4.11.5 At the conclusion of the Contract’s full term, the Contractor shall submit all reports and documentation as required by Federal, State, and local regulations and by the terms of the Contract. Furthermore, the Contractor shall ensure that all reports are current and complete.

4.4.11.6 The Contractor shall retain all financial books, records, and other documents relevant to the Contract for five years after final payment or until after resolution of any audit questions (which could be more than five years) whichever is longer. Federal, State, or NYSDOT auditors and any other persons duly authorized by NYSDOT shall have full access to, and the right to examine, audit, copy, and make use of any and all said materials.

4.4.11.7 The Contractor shall maintain all records at a location accessible by NYSDOT staff and in an electronic format acceptable to NYSDOT. Per the contract, all records produced under this contract are property of NYSDOT. Should the work between NYSDOT and the selected Contractor be terminated, all records shall be turned over to NYSDOT or its designated recipient.

4.4.11.8 The Contractor shall remit all reports to NYSDOT electronically, in a format prescribed by NYSDOT. Documents must be available when requested by NYSDOT or automatically shared with NYSDOT in electronic format via e-mail or managed file transfer (for larger sized documents). Should NYSDOT want to review records
pertaining to this contract at the selected Contractor's offices, NYSDOT shall be given access to those files upon reasonable notice.

4.4.11.9 Any report may be revised, reorganized, changed, increased or decreased in number and frequency, or deleted as directed by NYSDOT at its sole discretion.

4.4.11.10 A detailed list of reports is available in Attachment 20: Reporting Requirements.

**Deliverables:**

- Monthly performance reports as required by NTD and NYSDOT
- Quarterly performance reports as required by STOA and NYSDOT
- Annual performance reports as required as part of NYSDOT 17-A process
- All other performance reports as specified in Attachment 20: Reporting Requirements

### 4.4.12 Task 12: Contract Transition *(Stage 4)*

4.4.12.1 This task shall only be required if the Contractor selected for C037626 award is not designated for award of a future contract to replace contract #C037626 (either after six or twelve years). To ensure a seamless transition between the selected Contractor and a future designated Contractor, NYSDOT will establish a transition period during which the C037626 Contractor shall work with the future designated Contractor (and be compensated via formal supplemental agreement to contract #C037626) to provide the necessary coordination and services without interruption of service during the transition.

4.4.12.2 The Contractor shall update the Initial Transition Plan submitted with its proposal, ready to execute prior to completion of C037626’s contract term as executed. The Final Transition Plan shall ensure a transfer of the intercounty BRT services without interruption if the Contractor is not designated for award of a future replacement contract. The Plan shall be submitted to NYSDOT Project Manager 90 days before the anticipated transition date for approval.

4.4.12.3 The Plan shall identify the operational requirements during the transition and provide technical support for any systems malfunctions. It shall detail a schedule of staffing necessary to transition the program, and include an interim status report.

4.4.12.4 The Plan shall include the process to transfer all physical and intellectual assets. The NYSDOT Project Manager and the selected Contractor shall establish a plan to return to NYSDOT all NYSDOT property, including any data. At the end of the contract,
the Contractor shall remove such data from any electronic equipment owned and retained by the Contractor.

4.4.12.5 At the discretion of NYSDOT Project Manager, the Contractor shall participate in meetings with partner agencies and the future designated Contractor to address any concerns prior to transition.

4.4.12.6 The Contractor shall share and permit copying of all books and records necessary or convenient for the successor provider to undertake its work. In addition to other documents, these records include maintenance records, inventory records, supplier contracts, and support agreements.

4.4.12.7 If original records are necessary for the successor provider to properly perform its legal obligations, Contractor shall provide the originals to the successor, and the Contractor shall keep copies of them.

4.4.12.8 The Contractor shall train the successor Contractor (and any necessary subcontractors) in accordance with NYSDOT approved Final Transition Plan.

4.4.12.9 The Contractor shall provide full operational support services for the intercounty BRT system to NYSDOT during the transition in accordance with NYSDOT approved Final Transition Plan.

4.4.12.10 The Contractor shall verify and update all project documentation for the intercounty BRT system during the transition.

4.4.12.11 The Contractor shall provide knowledge transfer support services during the transition in accordance with NYSDOT approved Final Transition Plan.

**Deliverables:**

- Final Transition Plan (contract amendment to C037626)
- Transfer of property and data to NYSDOT
- Meetings with future Contractor (at NYSDOT’s discretion)

**4.4.13 Task 13: Provision of customer service and applicable resources (Minimum Requirements)**

4.4.13.1 The Contractor shall make necessary arrangements to allow intercounty BRT customers to receive customer service via phone, e-mail, with additional
communications technologies encouraged. Customer service shall be available at a minimum between the hours of 7am to 7 pm, Monday – Friday. The Contractor must monitor the call taking performance on a regular basis through the utilization of telecommunications equipment that allows for the recording and monitoring of all telephone calls with passengers. NYSDOT may review such recordings or telecommunications reports at any time to monitor telephone customer service. The Contractor shall ensure telecommunications equipment allows for the submittal of audio files that include passenger-call center staff telephone conversations to the NYSDOT Project Manager via e-mail.

4.4.13.2 Through a sub-contracting agreement with a third-party vendor, the Contractor shall commission a quarterly customer satisfaction survey of passengers.

More detailed requirements for the handling of customer complaints and comments, the creation of a customer service training program for the Contractor’s employees, the establishment of a policy for lost items, and the quarterly customer satisfaction survey can be found in Attachment 18: Customer Satisfaction.

**Deliverables:**
- Customer Service that operates during required hours
- Quarterly Customer Satisfaction Survey

**4.4.14 Task 14: Management of advertising and marketing for the transit system (Minimum Requirements)**

4.4.14.1 The Contractor shall be responsible for designing and executing the marketing plan (subject to NYSDOT review and approval) for marketing and advertising the new bus service, to include but not be limited to: a web presence; posters; handouts; newspaper, radio and television ads; social media, etc.

4.4.14.2 The Contractor shall also be responsible for the management and administration of any advertising on the intercounty BRT buses and shall collect, keep and report any revenues from this activity.

4.4.14.3 Absolutely no advertising will be allowed on the outside of the buses or at bus shelters, but must be limited to interior application in buses only.

4.4.14.4 All material to be disseminated to the public and posted in the intercounty BRT vehicles shall adhere to the MTA Advertising Standards (available at [http://web.mta.info/mta/realestate/ad_tele.html](http://web.mta.info/mta/realestate/ad_tele.html)) and must be reviewed and approved by NYSDOT prior to use and dissemination. NYSDOT expressly reserves the right to
disapprove any marketing material content for any reason, in NYSDOT’s sole discretion.

4.4.14.5 The Contractor’s marketing responsibilities shall be as follows:

A. The Contractor shall create and maintain a website for the intercounty BRT system, containing all relevant route, schedule and fare information, contact details for customer service, and any important information for passengers, including service disruptions or changes. The website shall link to the real-time bus information for the system.

B. The Contractor shall provide all schedules, maps, interior bus cards, fare media, and other printed passenger information materials required for marketing the transit service.

C. The Contractor shall make transit schedules available to 511NY as a General Transit Feed Specification (GTFS) format.

D. The Contractor shall create a branded landing page for in-vehicle and in-shelter customer Wi-Fi.

E. The Contractor shall distribute and/or install NYSDOT’s or regional passenger notices or car cards; and cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by NYSDOT from time to time. All signage, except those required by NYSDOT, are subject to placement on a space-available basis with paid advertising as the priority.

F. NYSDOT shall be the exclusive public media spokesman in connection with the transit service.

G. Before taking action, the Contractor shall notify NYSDOT of any court subpoenas, public or media requests for records, data or other information in possession of the Contractor related to performance of contract requirements, terms or conditions.

H. NYSDOT has established guidelines for communicative activities on public transit properties and assets. Under no circumstances may the Contractor or its employees distribute, or allow the placement or distribution of, any unauthorized oral, printed, or written materials on public transit properties or assets without the expressed written permission from NYSDOT.

I. The Contractor shall regularly install and remove selected interior passenger notices and signage bus cards at NYSDOT’s direction.

4.4.14.6 The Contractor’s advertising responsibilities shall be as follows:

A. The Contractor shall regularly install and remove selected interior passenger notices and signage bus cards at the NYSDOT’s direction.
B. All advertising materials are subject to NYSDOT approval prior to being installed. Advertising materials shall be posted with adherence to the dates notated on the individual advertising contracts between NYSDOT’s advertising vendor and its clients.

C. The Contractor shall be responsible for securing any advertising opportunities for the interior of the vehicle.

D. Any revenue from interior vehicle advertising will be collected, reported on, and administered by the Contractor. This amount may be retained by the operator.

**Deliverables:**

- All necessary marketing materials including website, schedules, maps, interior bus cards, and fare media.
- All interior advertising in buses
- Timely installation in vehicles of passenger notifications, per NYSDOT instruction.

**4.4.15 Task 15: Additional applicable state requirements**

4.4.15.1 **Risk Control and Safety Program**

4.4.15.2 The Contractor is solely responsible for safety under the Contract. The Contractor shall safely render all services (and perform all work) under the Contract. As part of the system safety plan, the Contractor shall develop a comprehensive, ongoing systematic review of hazards involving vehicles, equipment, machines, the environment, and people, and take action to avoid identifiable hazards as required as part of Contractor services. The Contractor shall provide a safe environment for the public and the Contractor.

4.4.15.3 The operator shall be responsible for having a system safety plan in accordance with the PTSB and the Statewide Mass Transportation Operating Assistance Program (STOA) ([https://www.dot.ny.gov/divisions/operating/osss/ptsb/bus/program-guidelines](https://www.dot.ny.gov/divisions/operating/osss/ptsb/bus/program-guidelines)) that includes a facility safety plan to ensure that vehicles, equipment, and staff are safe and maintained in proper working order.

4.4.15.4 The Contractor shall be responsible for compliance with all applicable Federal, State, County and local laws, ordinances, and regulations during the performance of this work. The Contractor shall indemnify NYSDOT and NYSDOT’s contractors and sub-contractors from fines, penalties, and corrective measures that result from acts of commission or omission of the Contractor, its subcontractors (if any), agents,
employees, and assigns and their failure to comply with such safety rules and regulations.

4.4.15.5 The Contractor shall enforce the use of any and all applicable personal protective equipment needed to complete the tasks required by this contract.

4.4.15.6 The Contractor shall provide warning signs, barricades and verbal warnings as required.

4.4.15.7 The Contractor shall inform its employees of emergency procedures to be followed in case of a fire, medical emergency, or any other life-threatening catastrophes.

4.4.15.8 The Contractor shall perform job site safety inspections monthly. A report of the Contractor’s findings and observations, as well as corrective measures taken, shall be made available to NYSDOT on a monthly basis.

4.4.15.9 The Contractor shall provide and maintain on the site and in vehicles, at all times, first aid kits which contain all emergency medical supplies likely to be required.

4.4.15.10 The Contractor shall provide a Risk Control and Safety Plan with written rules and procedures for the assessment of preventable and non-preventable accidents. Contractor shall:
   A. Conduct monthly safety inspections
   B. Establish a safety committee
   C. Hold and participate in monthly safety committee meetings to be scheduled and held at the HVTMC facility
   D. Annually (at a minimum) review vehicular and passenger accidents
   E. Develop and implement safety related training on an as-needed basis
   F. Conduct hazardous materials training on an as-needed basis

**Deliverables:**

- Risk Control and System Safety Plan
- Monthly safety inspections
- Monthly safety inspection reports
- Monthly safety committee meetings
• Annual review of vehicular and passenger accidents
• Safety-related and hazardous materials training

4.4.15.11 Accident & Injury Investigations

4.4.15.12 Every public transportation bus system and/or public transportation bus service subject to the Safety Board shall give the Safety Board immediate notice and written notice of the following accidents:
A. All fatal accidents
B. Any accident that results in five or more injuries to persons involved in that accident; and
C. Any accidents caused by mechanical failure, including but not limited to all fires that occur in revenue service that require passenger evacuation and response by a fire department, regardless of whether or not injuries were incurred.

4.4.15.13 The Contractor shall notify NYSDOT immediately of any accident involving personnel or damage to material and equipment. Accidents are defined per 49 CFR Part 655.4. The Contractor must report to NYSDOT, on a monthly basis, any Major Safety and Security Incidents, as well as any Non-Major Safety and Security Incidents, per the reporting thresholds outlined in the National Transit Database (NTD) Safety and Security Reporting Manual. NYSDOT must be notified as quickly as possible of any accident that meets the above criteria, or when any media respond or are anticipated to respond to any accident scene.

4.4.15.14 For investigation of accidents and injuries, Contractor shall:
A. Interview supervisors and employees relative to accident/injury
B. Assist employee in filing proper reports in a timely manner.
C. Process claims to appropriate local/state agencies.
D. Submit appropriate monthly, quarterly, and annual reports.
E. Work as liaison with police departments.
F. Report all major accidents to designated NYSDOT staff.
G. Report any incidence of the failure of a safety inspection of any of the fleet vehicles dedicated to this contract

Deliverables:
• Immediate and written accident/incident notifications to the NYSDOT Safety Board
• Monthly, quarterly, and annual safety and accident reports

4.4.15.15 Emergency Response Requirement

4.4.15.16 NYSDOT requires Contractors to play an active role in disaster recovery, making their assets and equipment available in the case of an emergency. For the purposes of this contract, the Contractor shall respond to requests from NYSDOT for assistance in an emergency, providing access to all relevant assets and equipment.

**Deliverable:** Provide assets and equipment at the direction of the State in the case of an emergency

4.4.15.17 Substance Abuse Prevention Policy

4.4.15.18 The Contractor shall establish and implement a drug and alcohol testing program for safety-sensitive staff that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or NYSDOT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under Part 40 and Part 655 and review the testing process.

**Deliverable:** Alcohol and drug testing program

4.5 Deliverables

All task-specific deliverables are defined above. All records/reports shall be delivered in a format acceptable to NYSDOT (to be determined during negotiations with the selected Contractor). Documents must be available when requested by NYSDOT or automatically shared with NYSDOT in electronic format via e-mail, managed file transfer (for larger sized documents) or some other agreed-upon method. Should NYSDOT want to review records pertaining to this contract at the selected Contractor’s offices, NYSDOT shall be given access to those files, including space to access files, upon reasonable notice from NYSDOT to the Contractor.

The Contractor shall maintain all records at a location accessible by NYSDOT staff and in an electronic format acceptable to NYSDOT. Per the contract, all records produced under this contract are property of NYSDOT. Should the work between NYSDOT and the selected Contractor be terminated, all records shall be turned over to NYSDOT or its designated recipient via an agreed-upon method.
5 Proposal Format and Contents

For the purposes of evaluation, each proposal must be submitted in two parts, bound separately. Part I shall consist of the Technical and Management proposal submittal. Part II is the Cost Proposal and Administrative section 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.

Web links, photographs, and illustrations (except for the organizational chart) are not to be included unless specifically required in this section. If web links are included, specific pathways must be provided to direct NYSDOT to the specific location(s) on the website where applicable referenced information is available.

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 a proposer 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, proposers need to explain the reason(s) why this information should be considered exempt from public disclosure under FOIL. This information is to be provided in the Cover Letter.

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.

5.4 Part I: Technical and Management Submittal

Table 5.4: Part I - Technical and Management Proposal Submittal Checklist

<table>
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<tr>
<th>Table 5.4</th>
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<tbody>
<tr>
<td>Ten (10) Printed hard copies (3-ring binder, tabbed and labeled) of Part I plus one complete copy of Part I on CD/DVD, in Adobe PDF compatible format and MS Excel 2007 compatible format for Attachment #14.</td>
</tr>
<tr>
<td>Securely sealed and clearly labeled with the Contractor’s name, address, and telephone number and the words “Operation of the Intercounty Bus Rapid Transit Service for NYSDOT RFP Part I — Technical and Management Proposal (C037626)”</td>
</tr>
<tr>
<td>Signed Cover Letter on official business letterhead</td>
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<tr>
<td>Table of Contents identifying each major section and page numbers</td>
</tr>
<tr>
<td>Narrative Description</td>
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<tr>
<td>Project Planning</td>
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<tr>
<td>Schedule</td>
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<tr>
<td>Project Tasks</td>
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<tr>
<td>Experience of the Firm</td>
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<tr>
<td>Organization and Staffing, Complete and submit Attachment 2: Key Personnel Resumes and References</td>
</tr>
<tr>
<td>Initial Transition Plan</td>
</tr>
<tr>
<td>Complete and submit Attachment 24: Liquidated Damages &amp; Incentive Payments (Schedule of Contract Durations Column)</td>
</tr>
<tr>
<td>Complete and submit Attachment 14: Service Level Bonus Points</td>
</tr>
</tbody>
</table>

Part I shall include the following sections:

**5.4.1 Cover Letter and Title Page indicating:**

The cover letter and title page shall indicate the name, address and phone number of the proposer, as well as the name, title, address, email, and telephone number of person(s) with authority to negotiate and who may be contacted during the procurement process.

Provide a brief description of the proposed approach, work effort and resulting product. Confidential and proprietary information should also be identified and addressed in this section. Not to exceed a single page.

**5.4.2 Table of Contents**

**5.4.3 Narrative Description**

Provide a discussion on the important issues involved in the implementation of this effort. Include enough substantive discussion to demonstrate an understanding of NYSDOT project objectives and familiarity with applicable laws, rules, etc.

**5.4.4 Project Planning**

The Proposer shall describe its Initial Project Management Plan, addressing the following areas:

A. Implementation Plan

B. Quality Control/Quality Assurance Plan

C. Risk Management Plan
D. Change Management Plan

E. System Acceptance Test Plan

F. Issue Management and Escalation Plan

G. Communication Plan

H. Marketing Plan

I. MWBE and SDVOB Management Plan: Present your management plan for ensuring that the 10% MBE and 12% WBE contract goals set for C037626 as well as the 6% SDVOB contract goal set for C037626 are maintained over the full life of the contract.

5.4.5 Schedule

The Proposer shall submit a Gantt Chart, showing all major activities. The Gantt Chart shall be presented in hard copy printed on an 11” by 17” sheet with all as-printed font sizes at least 8 point. The major activities shall include the Project Completion Date and the following Major Interim Milestones:

A. Delivery of Final version of the Project Management Plan

B. Maintenance/Storage facility completed

C. Transit ICM systems integration

D. Transit system operational

In developing the schedule, proposers should assume contract award and a Notice to Proceed Date (currently estimated at November 1, 2017) and Operational Date no later than October 29, 2018.

In addition to the Gantt Chart, the Proposer shall complete Form SCD (Attachment 24: Liquidated Damages & Incentive Payments), detailing the proposed Project Completion Date and the Major Interim Milestones. Failure of the Contractor to meet the Project Completion Date or the Major Interim Milestones shall result in the liquidated damages stated on Form SCD being assessed against the Contractor. Liquidated Damages shall be an offset against future invoices.

5.4.6 Service Plan

The Contractor shall define the service that is being proposed and how – if at all – it differs from the RFP’s minimum requirements (Preferred Service Plan per Attachment 21) by providing more service. Elements to be included in the Service Plan are:

- Route headways, spans of service, and detailed schedules
- One-way running times
• Annual vehicle revenue miles and vehicle revenue hours

Proposals may not alter the route or stops on any of the routes proposed.

The Contractor shall set fares, but may not exceed current TZx fare for any fare type. New fare types may be proposed, but may not exceed the existing TZx fare that is most similar. For bid evaluation, Contractors will receive additional evaluation points for fare structures that will yield a ridership weighted average fare that is 5% less than current TZx fares. The following fare types are required:

- Single Use Base Fare (Cash Fare and Senior Citizen/Disabled Fare)
- Transfer Fare at no more than 50% of Single Use Base Fare (Cash and Senior Citizen/Disabled Fares)
- Equivalent of R.C.C./Dominican/STAC Student Discount Bus Pass accepted by TZx

There will be no additional fare for a transfer between two LHTL routes. The Operator will be responsible for arranging a transfer agreement with TOR and Bee-Line local routes. The cost of transfers to and from these routes will be no greater than 50% of Single Use Base Fare.

The proposer may include other existing fare types and are encouraged to consider new or different fares that serve potential transit markets. Assuming existing TZx percentage of fare types used (see Attachment 21 – Preferred Service Plan).

5.4.7 Project Tasks

The Contractor shall describe in detail how they will meet the project objectives as laid out in this RFP document while presenting their proposed scope of services. The Contractor shall describe their approach for completing the full list of project tasks and deliverables outlined under RFP Section 4.4: Tasks, how it will fulfill its roles and responsibilities under both this section and RFP Section 4.3: Contractor Responsibilities, and how the RFP’s minimum service requirements are all met. Separately describe any plans or offers to exceed the RFP’s minimum requirements by applicable RFP subsection. The Contractor shall also show how they plan to creatively and innovatively deliver the transit ICM technology solutions in order to meet both the technical specifications and the objectives laid out in the RFP.

In addition, the Contractor shall address the following in their Technical Submittal:

5.4.7.1 Vehicle Maintenance

The Contractor shall describe in detail how it will meet the RFP’s minimum requirements stated in Attachment 17: Fleet Maintenance & Service Requirements. A special requirement may emerge in that in the event of early bus delivery, then the selected Contractor shall be required to safely and securely store buses before the October 29, 2018 service start date.

5.4.7.2 Safety

The Contractor shall provide a description of the Contractor’s comprehensive safety program, meeting all the RFP’s minimum requirements in RFP Section 4.4.16.1, including accident
prevention; road, equipment and facility monitoring; emergency preparation; accident response, investigation, and reporting procedures; use of Drivecam-type technologies/equipment, on-board video surveillance equipment, ensuring current call-back rosters, biohazard procedures, and toxic spill procedures.

Indicate how the Contractor will comply with all requirements relating to the Federal Drug and Alcohol Testing Program and Americans with Disabilities Act and ensure and document monitoring of contracted services for the performance of drug testing to meet FTA Triennial Review Guidelines. Contractor must include documentation that demonstrates a complete understanding of the Drug and Alcohol Testing Management Information System reporting requirements.

5.4.7.3 Customer Service
The Contractor shall describe how the customer service program will meet the RFP’s minimum requirements of RFP Section 4.4.13 and Attachment 18: Customer Satisfaction, including responding to customer inquiries and concerns, tracking and reporting concerns, and developing corrective actions based on feedback. Delineate how the customer service program will be monitored to ensure the delivery of a high quality service, including a call monitoring system that will record calls with customers and schedulers.

5.4.7.4 Procurement
The Contractor shall identify its approach to accessing and/or procuring the support vehicles, maintenance and storage facility(ies), and support services for the Project per the minimum requirements presented in Tasks 6 and 7. This approach should include ensuring station maintenance, as well as safety and security, in accordance with State policies and procedures.

5.4.7.5 Operating Performance
The Contractor shall identify its approach to meeting the RFP’s minimum transit operating performance standards detailed in Attachment 16: Operating Performance Standards. This will include strategies for maintaining on-time performance, avoiding cancelled/missed trips, and meeting performance goals for safety and bus component availability. Describe how the operation of the system will mitigate the risks of not meeting performance objectives and how the proposer’s industry experience contributes to this mitigation. In addition, describe in detail how your firm will ensure proper communications between:
1. Buses and your proposed command center
2. Bus to bus
3. Field units to bus; field unit to command
4. Commend to the HVTCM, STICC and Thruway Authority facility
5. Back up plans for all of the above
5.4.7.6 Training

The Contractor shall describe its approach for addressing the Training responsibilities identified in Attachment 14: Bus Operations Requirements, including the following:

- Driver Safety
- ADA
- Ancillary Training

5.4.7.7 Fare Collection and Administration

The Contractor shall describe how its fare type and rates stated in RFP Section 5.1.7 will be implemented to meet the RFP’s minimum fare requirements, including the following:

a. What type of mobile ticketing technology will the Proposer implement and when, and how will the Proposer market and incentivize its use;

b. How the Proposer will validate passenger tickets (e.g., through driver validation or proof of payment inspection); and

c. How the Proposer plans to implement the NFPS that will replace the current MetroCard system.

5.4.8 Experience of the Firm

The qualifications and prior experience of the prime Contractor are of great importance to NYSDOT. Direct, prior experience in transit systems similar in size, scope, and complexity as described in Section 3 and Attachment 21: Preferred Transit Service Plan of this RFP is highly desirable. Provide a list of projects currently in progress and those completed within the last three to five years which are relevant to this effort. Indicate proposed key personnel who are, or have worked, on such projects (cite older projects if necessary). Include names, addresses and phone numbers of reference contact points with the listed clients. NYSDOT reserves the right to request information from any source so named.

The list should include: the start date and most recent renewal date of each contract, and the expiration dates; the name, address and telephone number of a local official qualified to serve as a reference; statistical indicators including number of buses, annual ridership, number of employees by type; and a narrative description of type of management contract, and range of authority and responsibility of the management person or team you employ in the contract. Provide NYSDOT with a discussion of relevant innovation primarily attributed to your firm’s performance for past clients with in the past five years.

Note: If the proposal is being presented by a proposer and one or more subcontractors, at least two of the references must be for work completed by the Proposer.

Provide all of the above for each proposed subcontractor.
5.4.9 Organization and Staffing

The Proposer shall submit an Initial Staffing Plan for the project. The Plan shall include the following:

- An organizational chart (on 11”x17” sheet of paper) for the project showing the names of the Contractor’s Project Manager, all Key Personnel and all proposed subcontractors (by role). The chart should show reporting relationships and lines of communication.

- Contractor Key Personnel Resume and Reference form in Attachment 2: Key Personnel Resumes & References that includes, at a minimum, the following Key Personnel roles and any other roles that it considers instrumental to the project. Include same for any proposed Subcontractor Key Personnel.

Key Personnel

Below are the details of the key personnel the Contractor should identify in their Technical Submittal. Personnel proposed for these positions can be current employees of the Contractor, and it is permissible for them to hold the LHTL roles alongside other responsibilities, provided they can carry out the tasks detailed in the job descriptions below.

5.4.9.1 General Manager

Responsible for the execution and coordination of all aspects of the Contractor’s project plan and performs project management activities. The principal function of the General Manager shall be to supervise and provide expertise in all transit operations. The General Manager will work cooperatively with NYSDOT in assuring service quality. This individual will be an experienced bus transit executive, with demonstrated experience in experience in implementation and management of a transit system similar in size to the intercounty BRT as described in this RFP. Serves as the primary point of contact for NYSDOT, and has authority to act on behalf of the Contractor.

Minimum Qualifications: The General Manager shall have a minimum of three or more years of recent (within the past five years) direct successful experience as a manager supervising and running a fixed-cost transit property/operation of similar size and scope.

5.4.9.2 Operations Manager

This individual will be an experienced bus operations manager, with demonstrated experience in bus operations management in a system with a staff size, service plan, and fare collection systems similar to the intercounty BRT as described in this RFP.

Minimum Qualifications: The Operations Manager shall have a minimum of three or more years of recent (within the past five years) direct successful experience in an
Assistant General/Operations Manager capacity managing a transit property/operation of similar size and scope.

5.4.9.3 Marketing Manager

This individual will be responsible for executing the Marketing Plan for this Project. The person will have demonstrated experience in developing and executing marketing plans for public transit projects similar in size, scope, and complexity as this Project.

Minimum Qualifications: The Marketing Manager shall have a minimum of three or more years of successful experience in a marketing role at a fixed-route transit property/operation of similar size and scope.

5.4.9.4 Maintenance Manager

This individual will be an experienced bus fleet manager, with demonstrated experience operating fleets and facilities similar in size, scope, and complexity of this Project.

Minimum Qualifications: The Maintenance Manager shall have a minimum of three or more years of recent (within the past five years) direct successful experience in a Maintenance/Assistant General Manager capacity managing a fixed-route transit property/operation of similar size and scope.

5.4.9.5 Safety and Training Manager

This individual will be responsible for ensuring that the intercounty BRT service meets all required regulations and that all safety risks are managed in a comprehensive manner. This individual will also be responsible for executing the Training Plan and all required activities, as well as specifically training staff for HVTMC operations.

Minimum Qualifications: The Safety and Training Manager shall have a minimum of three or more years of successful experience in a management position that encompassed safety and training at a fixed-route transit property/operation of similar size and scope.

5.4.9.6 ICM Coordination Manager

This individual will be responsible for linking the intercounty BRT transit system to the ICM system in the I-287 corridor, insuring in-vehicle technology is compatible with the rest of the ICM system, establishing communication between the transit operator and the HVTMC, and managing any staff members located in the HVTMC. This staff member will be embedded at the HVTMC to provide instantaneous information about roadway conditions to the bus drivers, as well as to receive field reports. The individual will also be a conduit of information to and from the other
transit operators (Metro-North and Bee-Line) in case of disruptions on any of those respective systems that may have an impact that ripples across the transit network as a whole, and a liaison between law enforcement and the bus operator in the event of any security-related incident. This position will also be the liaison for sharing CCTV operated by the bus operator with NYSDOT and/or law enforcement upon request.

The ICM Coordinator shall have direct experience working with ITS in a transit context. This person shall have a minimum of three or more years of ITS experience at a fixed-route transit property/operation of similar size and scope. This person will have demonstrated proficiency in managing transit technology, preferably with similar capabilities to this project. The person will also have demonstrated experience in managing control room operatives and in real-time management of a transit system.

5.4.9.7 The Key Personnel proposed by the designated Contractor are an important factor in the evaluation of its proposal. Thus, the Department expects that the personnel proposed will be available at the start of the contract term.

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

5.4.9.9 If subcontractors are to be used, explain the specific need for their expertise and describe the arrangements using a maximum of 10 pages. Discuss the use of M/WBE/SDVOB subcontractors and how they will be used to meet the 10% MBE and 12% WBE goals and 6% SDVOB goals. Discuss recruiting, training, assigning and substituting Contractor staff to assure the project will be delivered on-time, and ongoing operations will be delivered as specified. Include in this discussion how staff will be recruited, trained, what provisions will be made for coverage during vacations, illnesses and absences, and how personnel turnover will be minimized.

5.4.10 Initial Transition Plan

The Proposer shall describe its approach for addressing the Contract Transition responsibilities identified in RFP Section 4.4.15.

5.4.11 Service Plan Bonus Points

Complete and submit Attachment 14: Service Level Bonus Points.
5.4.12 Liquidated Damages & Incentive Payments

Complete and submit Attachment 24: Liquidated Damages & Incentive Payments (Schedule of Contract Durations Column)

5.5 Part II: Cost Proposal and Administrative Section Submittal

Table 5.5 Part II Cost Proposal and Administrative Section Submittal Checklist

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<td><strong>Table 5.5</strong></td>
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<tr>
<td><strong>Four (4) Printed hard copies (3-ring binder, tabbed and labeled) of Part II plus one complete copy of Part II on CD/DVD, in Adobe PDF compatible format and MS Excel 2007 compatible format for Attachment #13.</strong></td>
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<tr>
<td><strong>Securely sealed and clearly labeled with the words “Operation of the Intercounty Bus Rapid Transit Service for NYSDOT RFP, Part II — Cost and Administrative Proposal (C037626)”</strong></td>
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<tr>
<td><strong>Cost Proposal:</strong></td>
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<tr>
<td>Required Cost information (complete and submit Attachment 13: Cost Proposal)</td>
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<tr>
<td><strong>Administrative Section Submittal:</strong></td>
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<tr>
<td>Certification of completed online Vendor Responsibility Questionnaire</td>
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<tr>
<td><strong>Complete and submit Attachment 3: Diversity Practices Questionnaire</strong></td>
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<tr>
<td>Complete and submit Attachment 4: Contractor Information and Certification (sign both Sections II and III)</td>
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<tr>
<td>Complete and submit the Attachment 5: Procurement Lobbying Law Compliance</td>
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<tr>
<td>Complete and submit Attachment 7: M/WBE Participation Information</td>
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<tr>
<td>Complete and submit (if applicable) Attachment 7a: M/WBE Subcontractor Participation Solicitation Log AND Goal Attainment Explanation Letter</td>
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<tr>
<td>Complete and submit Attachment 8: SDVOB Participation Information</td>
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<tr>
<td>Complete and submit (if applicable) Attachment 8a: SDVOB Subcontractor Participation Solicitation Log AND Goal Attainment Explanation Letter</td>
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<tr>
<td>Complete and submit Attachment 10: New York Business Reporting</td>
<td></td>
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<tr>
<td>Complete and submit Attachment 11 Acknowledgement of Receipt</td>
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<tr>
<td>Complete and submit Attachment 12: Non-Collusive Bidding Certification</td>
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<tr>
<td><strong>Complete and submit Attachment 3: Diversity Practices Questionnaire</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Complete and submit Attachment 30: Vendor Assurance of No Conflict of Interest or Detrimental Effect</strong></td>
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</table>
Part II of the proposal consists of two general sections:

- A Seven-Year Cost Proposal, which shall set forth your proposed project billing schedule and fully-loaded fixed rates; and

- The Administration Section, which shall specify the proposer’s acceptance of the terms and conditions contained in the draft Contract enclosed as Attachment 1: Draft Contract to this solicitation, as well as host several other administrative items and completed RFP attachments.

The above general sections shall include the following.

5.5.1 Cost Proposal

5.5.1.1 Prior to the operational service period commencing, reimbursable Contractor costs shall use a time and materials (T&M) payment method, to be billed monthly per a work schedule agreeable to both parties. Fixed fully-loaded reimbursement rates shall be proposed for all applicable personnel for all start up work with limited, reasonable lump-sum costs for necessary ramp-up facility/operations work. In summary, start-up activities will include:

- Project initiation costs - Facility preparations
- Bus preparations
- Stop and shelter preparations
- Initial ITS equipment installation and set up

Submit a Cost Proposal which sets forth total T&M cost for performing all start-up work cited in your proposed technical scope of services. Your Cost Proposal shall contain the following elements:

A. Proposed Staffing/Fully Loaded Rate Schedule (Exhibit 1, Attachment 13, Cost Proposal). Present a schedule which will include a descriptive job title/labor class for each employee assigned to this project, his/her current and projected hourly salary rate (regular time), full overhead and the consultant’s fee, for contract year one. Provides rates for all proposed titles/job roles. Complete Exhibit 1, Rate Schedule to include all members of your team (prime Contractor plus any subcontractors that are being proposed). Fully loaded hourly rates for all subcontractors must also be included.

B. A Staffing Table by Task Without Rates/Costs (Exhibit 2, Attachment 13, Cost Proposal). Present a schedule which shall list all descriptive job titles for the staff to be assigned to this project and to which tasks they are assigned to, depicting the
proposed number of hours to accomplish each task. Complete Exhibit 2, Staffing Table by Task by Role, to include all members of your team (prime Contractor plus any sub-contractors that are being proposed). No rate or cost information is to be presented in this schedule. The schedule shall be prepared to assign project resources to each subtask/task work item. THIS SCHEDULE MUST BE INCLUDED IN YOUR TECHNICAL PROPOSAL SUBMISSION – DO NOT INCLUDE THIS SCHEDULE IN YOUR COST SUBMISSION.

C. A Staffing Table by Task With Rates/Costs (Exhibit 3, Attachment 13, Cost Proposal). Present a schedule which shall list all descriptive job titles for the staff to be assigned to this project and to which tasks they are assigned to, depicting the proposed number of hours, their corresponding fully-loaded rates, and the resulting labor costs to accomplish each task. The schedule shall be prepared to distinguish anticipated assignment by project section/task.

D. Direct Non-Salary Costs (Exhibit 4, Attachment 13, Cost Proposal). Present a direct non-salary cost schedule shall list by task number the items of direct non-salary costs (out-of-pocket expenses) expected to be incurred in the performance of the project. It’s ideal to relate these costs by their corresponding tasks, as applicable. A fictitious example of a direct non-salary cost schedule is included in the RFP for illustration purposes. Travel, meals and lodging reimbursements shall be limited to the prevailing maximum rates established by the NY State Comptroller. The latest state and nationwide maximum reimbursement rates are available at the following Web site: http://www.gsa.gov/.

Subcontractor costs (if any) shall be shown in the schedule. On separate sheets, explain each item with all factors leading to the derivations of the costs attributable to subcontractor.

E. Time & Materials Total Budget (Exhibit 5, Attachment 13, Cost Proposal). Present a proposed total Stage One Project budget, one which will summarize total direct labor (prime and subs); total direct non-salary out of pocket costs then total Stage One Project Budget.

5.5.1.2 Starting with the initiation of BRT revenue operating service, NYSDOT strongly prefers payment for all services provided under the project shall not exceed a Total Direct Revenue Service Cap of $11 million dollars for the first operational service period (October 29, 2018 to October 28, 2019). Subsequent operational service periods shall be on a October 29th to the following October 28th basis, and shall be eligible for adjustment for CPI as provided in Section 3.5. All anticipated estimates of Contractor front-end spending shall be a combination of:

1. All operations and maintenance costs based on the proposed service plan, which will NOT include payment for additional ITS equipment and will NOT include payment for facility or equipment expenses, but will include all costs for providing all replacement tires and maintenance not covered under warranty as well as the purchase of all spare parts as needed over the six-year base term. This
will be calculated as a per mile rate, and totaled each month based on revenue miles.

2. The Operator may elect to propose a service plan which requires beyond the number of buses to be purchased by NYSDOT through MTA (31 buses). In these circumstances, it would then be the Operator’s responsibility to purchase and maintain such additional buses (configured in accordance with the bus specification in Attachment 26). All cost for such additional buses shall be included in the per mile rate.

3. See below for fuel.

4. All facilities and equipment shall be on a per monthly basis over the 6-year contract term.

5.5.1.3 Since use of fuel shall be common among any selected Contractor, the cost of fuel shall be excluded from the proposal evaluation process. However, the cost of fuel shall be estimated and added to the contract when establishing the Maximum Amount Payable amount for #C037626 for contract budgeting and execution purposes.

5.5.1.4 The cost of revenue mile fuel shall not count as an expense component towards the not-to-exceed maximum total revenue year payment limit in 5.25.1.2. The cost of fuel used for all LHTL BRT operations is to be billed to NYSDOT via C037626’s monthly invoicing routine. The price changes in the cost of fuel is to be adjusted on a monthly reimbursement basis via NYSDOT’s standard fuel adjustment bulletins, which are published each month via: https://www.dot.ny.gov/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments.

5.5.1.5 The selected Contractor has the sole responsibility to request, in letter form, an adjustment to any rate or lump sum fixed cost item contained within the contract. When making such requests, the Contractor shall provide documentation per the contract’s CPI index and other supporting documentation necessary to support the increase or decrease with the request. Such requests must be for services to be delivered during the upcoming contract year. This request and documentation must be received at the NYSDOT Project Manager’s address by the end of the month of June. To ensure timely delivery, certified mail and e-mail are recommended. As long as the request is submitted and received within the required time frame, the adjustment will be reviewed by the NYSDOT Project Manager and Contract Management Bureau staff. If approved, the adjustment will be incorporated into NYSDOT’s annual contract amendment process (which will add funds for the next twelve month contract period). Any material change to the contract will require preparation and execution of a formal contract amendment (supplemental agreement). Once approved, the Contractor will be notified via distribution of the approved contract amendment. Only fuel adjustments will be regularly allowed with such not triggering a contract
amendment. The State reserves the right to negotiate a lower rate adjustment than stated above for any additional billing rate extensions or adjustments.

5.5.1.6 After conclusion of the approximately 10-month start up time period, the maximum payment of services for each subsequent operational service period shall be per Schedule B of the resulting contract. Schedule B shall contain the seven-year BRT project budget. As defined above, NYSDOT strongly prefers that total cost of revenue for the first operational service period be no more than $11,000,000. Each Contractor competing for contract award shall include reasonable annual estimates for cost items (minus revenue service fuel).

5.5.1.7 NYSDOT requires that all cost information be presented using the RFP-provided Microsoft Excel spreadsheets (see Attachment 13: Cost Proposal) in both a hardcopy Part II response and an electronic copy on CD, securely presented in the Part II response.

5.5.1.8 When completing the Excel cost worksheets included in Attachment 13: Cost Proposal, proposers shall follow these instructions:

- The one-time and recurring costs the proposer provides within the Cost Proposal must include ANY AND ALL one-time and recurring fees, charges, or costs for the duration of the contract, including but not limited to:
  - All direct and indirect costs, all overhead, fees, profit,
  - Labor, parts, shipping, material and equipment cost;
  - Software licensing (if any);
  - Emergency work;
  - Maintenance services as specified herein;
  - Repairs and replacement of major or minor parts as necessary;
  - Administrative, reporting or other requirements;
  - All fees associated with providing the communication systems including WiFi bandwidth and Internet Service Provider (ISP) fees;
  - Travel costs, parking fees, and any other ancillary fees including permits; licenses, insurance, etc., and
  - Services not explicitly stated in these specifications, but necessarily attendant thereto as applicable to the associated item for which the rate/fee is being quoted.
5.5.1.9 Terminology used in the cost spreadsheets for products and services must be consistent with the terminology used in the technical portion of the response. All work proposed in your technical proposal submission must have a corresponding cost proposal component.

5.5.1.10 All worksheets included in Attachment 13: Cost Proposal must be completed in order for a proposal to be considered complete.

5.5.1.11 Proposer should not make entries in colored cells in Attachment 13: Cost Proposal. Changes should not be made to the spreadsheet format or formulas. Proposers shall not attach any additional or qualifying information.

5.5.1.12 Cost Proposal Instructions are contained in Attachment 13: Cost Proposal to complete the Cost Proposal response form. This attachment contains instructions to guide completion of this form. Should any questions arise pertaining to this form and its instructions, please submit them to the designated NYSDOT contact person before the Question & Answer deadline. Questions regarding completion of Attachment 13 are encouraged.

5.5.2 Administration Section

Two Part II proposals must contain original signatures (and clearly say ‘Original’ on the cover. The other Part II submissions can be copies (and should clearly say ‘Copy’ on the cover). Your Part II Administrative Section shall contain the following elements:

5.5.2.1 Acceptance of Terms and Conditions – complete and submit Attachment 4.

Proposers shall complete and submit the “Contractor Information and Certifications Form,” included as Attachment 4: Contractor Information and Certifications, to indicate their acceptance of all of the terms and conditions contained in the draft Contract (Attachment 1). 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.
5.5.2.2 Complete and submit Attachment 5: Procurement Lobbying Law Compliance.


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

- Proposer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) https://www.dot.ny.gov/portal/page/portal/main/business-center/consultants/consultants-repository/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 C037626 wherever requested in the forms. Please call or e-mail the individuals identified as the Designated Contacts in Section 1.4 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 1.4 to this solicitation.

5.5.2.3 M/WBE/SDVOB Participation

Complete Attachment 7: M/WBE Participation Information.

Complete and submit Attachment 8: SDVOB Participation Information. Provide the legal names of all certified M/WBE and SDVOB Contractors (prime and/or subcontractor).

Complete and submit Attachment 10 New York Business Reporting.

For firms whose M/WBE/SDVOB participation is less than the established goal stated in Section 2 (or where the prime Contractors certified as a M/WBE/SDVOB proposes to meet the Department’s M/WBE/SDVOB participation goal via their meaningful participation), the firm must also complete and submit Attachment 7a: M/WBE Subcontractor Participation Solicitation Log and Attachment 8a: SDVOB
Subcontractor Participation Solicitation Log. Submission of a **Goal Attainment Explanation Letter** shall be required for proposals with either partial goal attainment or no goal attainment at all.

5.5.2.4 Modification Acknowledgement Forms

Complete and submit Attachment 11: Form AOR, acknowledging receipt of any Modifications issued by the Department.

5.5.2.5 Non-Collusion Bidding Certification

Complete and submit Attachment 12: Non-Collusive Bidding Certification Procurement Lobbying Law.

5.5.2.6 Diversity Practices Questionnaire

NYSDOT has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement are required to include as part of their response to this procurement in Attachment 3: Diversity Practices Questionnaire (answer ALL questions).

5.5.2.7 Vendor Assurance of No Conflict of Interest or Detrimental Effect

Complete and submit Attachment 30: Vendor Assurance of No Conflict of Interest or Detrimental Effect.

5.5.2.8 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 proposers of contracts valued at $100,000 or more will be required to submit a Vendor Responsibility Questionnaire 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. Proposers must certify the accuracy of the information they provide in the questionnaire.

In addition, **any subcontractor providing services valued at $100,000 or more** is required to submit Vendor Responsibility Questionnaire through the Office of the State Comptroller website.
6 Proposal Evaluation Process

6.1 Pre-Screening of Proposals

It is NYSDOT’s sole discretionary determination as to whether a proposal is complete. Proposals which do not meet the RFP’s Minimum Responsiveness requirements section (RFP Tables 5.1 and 5.2) may be deemed incomplete and non-responsive. Proposals deemed to be non-responsive shall be removed from further consideration.

Proposal Due Date. All proposals must be physically delivered to NYSDOT’s Contract Management Bureau’s office by July 21, 2017 at 2:00 PM. Any proposals received after that time/date shall not be evaluated further but shall become NYSDOT property. Electronic and fax submittals are not acceptable. NYSDOT is not responsible for shipping delays. Should a reasonable unexpected shipping delay occur, you must immediately contact the RFP’s designated contact person to receive further instructions.

Proposal Opening, Log-in and Certification. Proposals received on or prior to the proposal due date and time will be opened, inventoried for completeness, certified, and logged-in (per the proposal submittal requirements listed in RFP Tables 5.1 and 5.2). For proposals received before/on the due date, firms may receive clarification questions/requests based upon the response completeness checks, with any requested clarification information due back to NYSDOT by COB that same day.

Minimum Proposal Requirements. Per RFP Section 5, any proposal which does not include all of the following by the RFP deadline may be determined to be non-responsive. Any proposals deemed non-responsive shall be removed from further consideration (prior to the technical evaluation of proposals):

1. Complete Technical and Management proposal submission (Table 5.4).
2. Complete Cost and Contract proposal submission (Table 5.5).
3. A proposal which either meets/exceeds the 10% MBE and 12% WBE contract goals for C037626 or offers acceptable Good Faith Effort documentation and Letter of Explanation.
4. A proposal which either meets/exceeds the 6% SDVOB contract goal for C037626 or offers acceptable Good Faith Effort documentation and Letter of Explanation.

M/WBE Goal Attainment/GFE Acceptance Review. The proposed M/WBE participation percentages offered for NYSUCP certified subconsultants will be reviewed (RFP Attachment 7a). Each offered M/WBE must be currently listed in the New York state’s MWBE directory (https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp) to count towards the Department’s 10% MBE and 12% WBE participation goals. If the proposed combined M/WBE participation is less than the established 10% MBE and 12% WBE goals, the firm’s evidence of a Good Faith Effort (RFP Attachment 7a) to achieve the goal will be reviewed for reasonableness and acceptableness along with the firm’s letter of explanation as to why it was unable to meet the...
goal. If a proposer submits a proposal which meets or exceeds the 10% MBE and 12% WBE goals, then the certification registration status of all offered M/WBE subconsultants will be verified by Contract Management, and if certified, the proposed M/WBE goal accepted.

NYSDOT may request clarifications regarding a firm’s offered M/WBE participation and/or good faith effort documentation. Offerors with non-certified M/WBEs will receive a clarification request to submit a revised good faith effort log. Offerors with acceptable M/WBE subconsultant participation goal attainment plans will receive a recommendation to have their full proposals proceed further in the evaluation process.

If a proposer submits a proposal which does not meet the 10% MBE and 12% WBE goals for C037626, then the submitted good faith log will be reviewed for acceptability and verification of the robustness of effort. Blank, missing, incomplete or otherwise unacceptable good faith efforts may be deemed non-responsive and have their proposal removed from further consideration. Such proposers may be contacted to request clarification of their submitted good faith effort log. Offered clarifications will be considered by NYSDOT. Offerors with acceptable good faith effort logs will have their full proposals proceed further in the proposal evaluation process.

**SDVOB Goal Attainment/GFE Acceptance Review.** The proposed SDVOB participation percentages offered for NYSUCP certified subconsultants will be reviewed (RFP Attachment 8). Each offered SDVOB must be currently listed in the NYS Office of General Services SDVOB list of certified firms (https://ogs.ny.gov/Veterans/default.asp) to count towards the Department’s 6% SDVOB participation goal. If the proposed combined SDVOB participation is less than the established 6% percent goal, the firm’s evidence of a Good Faith Effort (RFP Attachment 8a) to achieve the goal will be reviewed for reasonableness and acceptableness along with the firm’s letter of explanation as to why it was unable to meet the goal. If a proposer submits a proposal which meets or exceeds the 6% SDVOB goal, then the certification registration status of all offered SDVOB subconsultants will be verified by Contract Management, and if certified, the proposed SDVOB goal accepted.

NYSDOT may request clarifications regarding a firm’s offered SDVOB participation and/or good faith effort documentation. Offerors with non-certified SDVOBs will receive a clarification request to submit a revised good faith effort log. Offerors with acceptable SDVOB subconsultant participation goal attainment plans will receive a recommendation to have their full proposals proceed further in the evaluation process.

If a proposer submits a proposal which does not meet the 6% SDVOB goal for C037626, then the submitted good faith log will be reviewed for acceptability and verification of the robustness of effort. Blank, missing, incomplete or otherwise unacceptable good faith efforts may be deemed non-responsive and have their proposal removed from further consideration. Such proposers may be contacted to request clarification of their submitted good faith effort log. Offered clarifications will be considered by NYSDOT. Offerors with acceptable good faith effort logs will have their full proposals proceed further in the proposal evaluation process.
6.2 Proposal Evaluation Overview

Proposals will be evaluated upon a total of the base 1000 points plus bonus points scale. The four general categories of evaluation will be:

1. Service Quantity and Quality (175 points)
2. Fares (50 min. 50 bonus)
3. Experience and Approach/Scope of Services (415 points)
4. Diversity Practices (60 points)
5. Cost (300 points)

Note 1: NYSDOT seeks performance-based proposals in response to these two sections, with the majority of points being assigned to measuring how the RFP’s minimum requirements were met with a smaller block of points assigned to proposals which exceed the minimum requirements set for these requirements.

This RFP will not involve shortlisting: each proposal shall receive full evaluative attention. NYSDOT reserves the right to dismiss proposals not subject to contract award. NYSDOT reserves the right to interview candidates subject to contract award. NYSDOT reserves the right to use a clarification question process to gain further insight into a proposal’s responsiveness. NYSDOT reserves the right to make at least one best and final offers request of Contractors competing for contract award.

Evaluation of Part I technical proposals will be accomplished by NYSDOT’s Technical Evaluation Committee. While NYSDOT’s Cost Evaluation Committee will separately evaluate and score Cost Proposals, the Executive Committee will get to see both technical and cost proposals and review the evaluation and scoring results.

6.3 Proposal Evaluation Methodology

6.3.1 Technical Proposal Evaluation Factors

The following factors shall be used to evaluate acceptable technical proposals:

1. Service Quality and Quantity (up to 175 base points and unlimited bonus points)

   The service evaluation category will assess the bidder on their ability to meet or exceed the RFP’s preferred service plan and achieve base operations metrics (minimum requirement) specified by NYSDOT in the Request for Proposals (RFP). The specific operations metrics that will impact the bidder’s performance in the “service” category are noted in Table 6.1. The bidder must also specify the total vehicle hours resulting from their proposed service plan. A full 175 points in this category would require the bidder to demonstrate their ability to fully deliver the RFP’s minimally-specified service plan, with an opportunity to gain additional points for exceeding the RFP’s preferred performance levels for service quality with regard to each evaluation factor as shown in Table 6.1. It should be noted that bidders will not be disqualified for proposing performance levels less than the preferred levels below. Lower performance relative to the metrics specified in Table 6.1 will receive lower scores as
stated in Table 6.1. Route alignment modifications which exceed the RFP’s minimum service requirements will be judged for acceptability based on the supporting narrative provided by the bidder to illustrate the benefits to the state associated with the advantages of the proposed service modification. A supporting narrative and operations plan that demonstrates how the proposed service will meet the RFP’s performance metrics is required to confirm that the service levels proposed is attainable.

The amount of service proposed will be evaluated based on the four sub-categories: Number of Routes, Route Headways, Service Span, and One-Way Travel Time.

Full points will be awarded for meeting the Preferred Transit Service Plan, as described in Attachment 21. Bonus points are available in some instances. Specifically, the table below outlines the scoring methodology for the four subcategories.

Table 6.1

<table>
<thead>
<tr>
<th>Route Headways (frequency)</th>
<th>Minimum Service Requirements</th>
<th>Minimum Requirement Points (up to 175 points)</th>
<th>Bonus Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route Headways (frequency)</td>
<td>As specified for each route in minimum requirements</td>
<td>60</td>
<td>6 points per route for every 1 minute shorter for a minimum of two hours during a peak period or, if a peak period is less than 2 hours, for the defined peak period. 3 points per route for every 1 minute shorter for a minimum of three hours during an off-peak period</td>
</tr>
<tr>
<td>Service Span</td>
<td>6:00 a.m. to 12:00 a.m. midnight</td>
<td>40 (minimum 6a.m. to 12 a.m.)</td>
<td>6 points for span of at least 5 a.m. to 12 a.m. midnight, OR 12 points for span of at least 4:30 a.m. to 12 a.m. midnight, OR 18 points for span of at</td>
</tr>
</tbody>
</table>

1 Note: All qualifying
2 Note: Dark blue route operates during peak times only; Dark blue route is exempt from service span evaluation.
<table>
<thead>
<tr>
<th>One-Way Travel Time</th>
<th>Dark Blue Route: Maximum average peak hour running time $^3$ - Eastbound=76 minutes Westbound = 81 minutes</th>
<th>75</th>
<th>10 points for every 5% running time reduced, per on-way travel time, per route. Reductions of less than 5% increment will be prorated.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Light Blue Route: Maximum average peak hour running time $^4$ - Eastbound=71 minutes Westbound = 78 minutes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dark Gold Route: Maximum average peak hour running time $^5$ - Eastbound= 28 minutes Westbound = 44 minutes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Light Gold Route: Maximum average peak hour running time $^6$ - Eastbound= 50 minutes Westbound = 45 minutes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Points:</td>
<td>175</td>
<td></td>
<td>No Maximum</td>
</tr>
</tbody>
</table>

2. Fares (up to 50 min and 50 bonus points)

---

$^3$ AM and PM peak. Includes layover time on one end of trip

$^4$ AM and PM peak. Includes layover time on one end of trip

$^5$ AM and PM peak. Includes layover time on one end of trip

$^6$ AM and PM peak. Includes layover time on one end of trip
The current TAPPAN ZEExpress (TZx) fares, shown in Table 6.2, will serve as the NYSDOT maximum fares at the onset of the contract (RFP minimum requirement). Maintaining current TZx fares will ensure the bidder receives the 50 points in this category, with a separate block of 50 bonus points for lower average fares. Maintaining the current TZx fare structure means full inclusion of the following: (1) a Senior Citizen / Disabled Fare at 50% or less of the regular cash fare, (2) student discount passes, and (3) a UniTicket arrangement with Metro-North Railroad. The proposer may include other existing fare types and are encouraged to consider new or different fares that serve potential transit markets; however, new or different fare types will not be included in the bonus point calculation. Each 5% reduction in the proposed weighted average fare from the current weighted average fare (as shown in Attachment 14: Service Level Bonus Points) will result in a gain of 10 bonus for a maximum of 50 points.

Table 6.2

<table>
<thead>
<tr>
<th>Fare Type</th>
<th>Cost</th>
<th>Equivalent Fare Type Required?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Fare</td>
<td>$3.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Standard Transfer</td>
<td>$1.00</td>
<td>No</td>
</tr>
<tr>
<td>Senior Citizen / Disabled Fare</td>
<td>$1.50</td>
<td>Yes</td>
</tr>
<tr>
<td>Senior Citizen / Disabled Transfer</td>
<td>$0.50</td>
<td>No</td>
</tr>
<tr>
<td>SuperSaver Tickets - Strip of 10 (TZx Fare = 2 tickets)</td>
<td>$11.00</td>
<td>No</td>
</tr>
<tr>
<td>R.C.C./Dominican/STAC Student Discount Bus Pass (4-month Semester)</td>
<td>$60.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Monthly Metro-North/TZx UniTicket (as of 3/22/15)</td>
<td>$360.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Weekly Metro-North/TZx UniTicket (as of 3/22/15)</td>
<td>$116.00</td>
<td>Yes</td>
</tr>
</tbody>
</table>

3. Experience and Approach/Scope of Services

Data and narrative indicative of high-quality past transit operations, management and maintenance performance and a successful approach will account for 415 points possible in this category for bid evaluation. A competitive bid will establish context and provide specific
historical financial, ridership, service, and operations figures to clearly demonstrate past success in delivering transit service, as well as a reasonable, acceptable, and innovative approach. Maximum points to be awarded for experience and approach are shown in Table 6.3.

<table>
<thead>
<tr>
<th></th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience</td>
<td>150</td>
</tr>
<tr>
<td>Approach</td>
<td>215</td>
</tr>
<tr>
<td>Scope of Services</td>
<td>100</td>
</tr>
</tbody>
</table>

Table 6.3

The experience category presents an opportunity for the bidder to exercise judgment in best representing their capabilities through their past experience, the following evaluation subfactors shall be used to evaluate the bidder’s experience and approach performance:

Experience (up to 100 points):
- The quality, extent and relevance of current and prior experience of the firm, as measured by client references about satisfactory performance and integrity on previous contracts
- The quality, extent and relevance of experience, education and training of key personnel
- A history of complying with and meeting all safety requirements
- Reliability of transit service provision
- Experience of the proposer in procuring and integrating advanced technology
- Ability to recruit, train and retain applicable staff of a suitable caliber

Approach (up to 165 points):
- Quality of Project Initiation and Planning management plans; Quality of Project Execution and Control, including HVTMC operations and integration and transit service operations
- The degree to which the proposal reflects understanding and comprehension of project scope and objectives.
- Creativeness, innovation and demonstrated ability of the Contractor in procuring, delivering and maintaining transit ICM technology and fare payment solutions

Scope of Services (up to 100 points):
- Reasonableness and completeness of operations and maintenance facility(ies) including fleet maintenance and storage
4. Other Technical Proposal Evaluation Considerations: Diversity Practices Questionnaire (Up to 60 Points)

6.3.2 Technical Proposal Evaluation

Evaluation of Part I technical proposals will be accomplished by the members of the Technical Evaluation Committee (TEC) comprised, as appropriate, of technical, program and management subject matter experts. An evaluator package shall be prepared and submitted to members of the TEC; this package shall contain evaluator instructions and evaluation instruments, and shall become part of the procurement record. TEC Members will receive each bidding firm’s Technical Proposal. The TEC shall be briefed on the proposal evaluation process prior to distribution of proposals.

Members of the Technical Evaluation Committee will initially evaluate and score each technical proposal individually and independently of each other (may ask initial clarification questions) using the RFP’s evaluation factors (listed above), to measure each proposal’s responsiveness to the RFP using a zero-to-ten point scale metric (with definitions). TEC members will first examine the degree to which a proposal meets the RFP’s minimum requirements. Initial TEC member scores and findings shall be given to Contract Management, who will keep all scores via a composite best value scoring spreadsheet.

Once all individual evaluation is completed, the TEC shall convene as a group to discuss their scores and findings for proposals, firm by firm, factor by factor. Evaluators will be allowed to revise scores on the basis of the committee discussions. Reasons for score changes will be documented on the TEC member’s scoresheet as well as electronically by Contract Management. Clarification questions may be formulated during group discussion, and forwarded to firms for responding (either for further TEC group discussion or for technical interviews). Clarification responses shall be forwarded to the TEC for additional consideration. Members of the TEC shall be given the opportunity to revise (re-score) their earlier scores/findings based upon a firm’s responses to any additional clarification questions. Scoring of written proposals shall remain open until after conclusion of all possible technical proposal evaluation and scoring (including possible interviews).
Since this is a management contract, the Executive Committee will evaluate each proposed seven year budget to determine whether proposers can realistically provide the amount of service and maintain fares at their proposed rates given their Cost Proposal and Administrative Section proposal.

Throughout the proposal evaluation process, members of NYSDOT evaluation committee may post clarification questions from various perspectives, including the ability to deliver the proposed service plan and fares with the cost proposal. Vendors should anticipate this in their written technical proposals as well as via follow clarification questions (either in writing or during the optional interview).

As the TEC evaluates and scores each technical and management proposal, the resulting raw average written technical score by firm are recorded by each TEC member (on their respective scoresheets). All TEC member scores are also recorded by Contract Management on an electronic composite best value spreadsheet. Contract Management may initially list firms in alphabetic order and later on by initial and final rank order.

**Reference Checks**

Reference checks (to verify offered experience) may be required to complete the evaluation of proposals. In cases where TEC members are unfamiliar with a firm’s work or NYSDOT does not have prior consultant performance documentation, the TEC may request verification of a firm’s offered references. Subject references shall be contacted by Contract Management using its standard reference check questionnaire (with possible appropriate modifications based on the proposal). Reference check feedback will be forwarded to the TEC for their considerations during the initial group discussion phase. The TEC may meet to consider reference check information. Evaluators will be allowed to revise their technical scores based on consideration of this additional information and their follow-up discussions. Changes to scores and their reasons shall be recorded on written scoresheets as well in electronic form. References named or unnamed in the proposal may be contacted to clarify and verify the proposer’s experience.

**Technical Proposal Clarifications**

NYSDOT reserves the right to seek written clarifications from firms submitting proposals in order to assure a full understanding of their responsiveness to the solicitation’s technical requirements. If written clarifications, based upon proposal review, are requested by the Technical Evaluation Committee, a firm which is the target of the clarifications may be asked to provide written clarifications at any time during the proposal evaluation process. Evaluators will be allowed to revise their technical scores based on receipt and consideration of this additional clarifying information and follow-up TEC discussions. Reasons for any score changes shall be documented.

**Interview (Optional)**

Firms invited to attend any Technical Interviews shall present a brief overview of key personnel present, make brief opening presentation (limited to 10 minutes), and respond to TEC member questions. Interview preparation costs by prospective vendors shall be at no cost to the State of New York. Firms invited to an interview shall be given reasonably short notice to attend.
Scoring of written technical proposals shall remain open to include possible further evaluation via in-person interviews. Members of the TEC shall be given the opportunity to revise (re-score) their earlier scores/findings based upon the additional clarification information garnered from an interview. TEC members shall revisit their original hardcopy score sheets and should any after-Technical Interview changes be in order, may revise their after-group discussion, written technical proposal scores as a result of further group discussions. Reasons for any and all score changes shall be recorded on the applicable TEC member’s hard copy score sheet as well as in Contract Management’s electronic composite score sheet. Once the re-scoring of written technical proposals has concluded, TEC members shall sign/date and surrender their scores sheets to the Contract Management Bureau.

6.4 Cost Proposal Evaluation (Up to 300 Points)

All proposals passing pre-screening shall have their Cost Proposals evaluated and point scored by the Cost Evaluation Committee (CEC). The total weight of cost scores will be up to 300 points of the total points for Best Value score for proposals. Cost proposal clarification questions may be asked which may lead to necessary cost proposal adjustment(s) based upon the cost proposal clarification question results.

The cost proposal with the lowest total seven-year budget will receive a perfected cost score of 300 points. Other offers with higher total seven-year budgets will receive lower perfected cost scores based upon their relative ranking to the lowest total budget. The cost of fuel shall not be included in the cost proposal evaluation process.

6.5 Best & Final Offer (BAFO; Optional) & Proposal Withdrawal

The Department reserves the right to request at least one Best and Final Offer (BAFO) from firms offering proposals. Any BAFO request may ask additional further clarifying technical and/or cost proposal questions of firms to further clarify their submitted proposals. NYSDOT also may request a cost only BAFO. Should NYSDOT opt to request BAFOs, all proposing firms will receive a BAFO request. Responding firms will be allowed to submit a Best and Final Offer (technical and/or cost); firms may opt to not submit a BAFO. Evaluators will be allowed to revise their technical scores for the written proposal based on their consideration of any new or changed Technical proposal information contained in any Best and Final Offer (will re-sign/re-date the applicable hardcopy scoresheets). If changes to a firm’s Technical Proposal lead to corresponding, necessary revisions to their Cost Proposal (or should a firm opt to clarify their cost proposal) or should the Department opt to request cost-only BAFOs, the Department’s Contract Management representative shall make the necessary, appropriate adjustments to that firm’s cost proposal evaluation.

Should any firm withdraw their proposal after a possible BAFO request, NYSDOT will remove that firm’s technical and cost information from the relative Best Value evaluation documentation and shall recalculate the remaining field’s technical and cost scores (without the withdrawn firm’s information).
6.6 **Final Best Value Evaluation**

After evaluation of all technical information submitted by competing Contractors (i.e. initial written proposals, written clarifications, and possible Best and Final Offers), NYSDOT will perfect (curve) the technical proposal scores (minus proposed bonus points) so that the highest-rated, average raw technical proposal score gets perfected and assigned a perfect score of 700 points for this solicitation with the other lower average raw technical proposal score adjusted downward. Perfected cost scoring results (up to 300 points) and total bonus points will be added to the perfected technical proposal score to generate a tentative final best value score by firm. Firms shall be ranked in Final Best Value score order (highest to lowest).

Tie-Breaking Rule: Should any of the tentative final Best Value Scores of one or more proposals competing for the contract award lie within twenty (20) points of each other, then State Finance Law Section 163(10)(a) these proposals shall be defined as being “substantially equivalent” and the following additional consultant selection test shall be applied:

A. From those proposals defined as “substantially-equivalent,” if their perfected Technical Scores are within twenty (20) points AND their perfected cost scores are equal to or within twenty (20) points then NYSDOT Executive Management will decide which proposal shall be designated for contract award.

B. In all other situations, from those proposals defined as “substantially-equivalent,” the proposal with the lowest cost shall be recommended for contract award.

If three or more firms meet the definition of being “substantially-equivalent,” and both tests above are true, then the firm with the lowest cost shall be recommended for contract award.

Should any substantially equivalent ties need to be broken, the above rules shall be applied and the rank order of tentative final Best Value scores shall be re-ordered to show the firm which won the tie breaker. A before and after tie breaker final Best Value rank order listing shall be produced and preserved in the procurement record.

Once all possible score ties have cleared, NYSDOT will determine the Final Best Value Score, where after the proposal with the highest Final Best Value score shall be recommended to NYSDOT Executive Management for contract award for contract #C037626.

6.7 **Consultant Selection Recommendation & Tentative Contract Award**

A consultant selection and designation memo shall be prepared and forwarded to NYSDOT’s Executive Committee with an accompanying proposal evaluation process results report. The memo shall recommend selection of the top-ranked Contractor for tentative contract award of C037626 to NYSDOT Executive Committee. The Executive Committee will be asked to concur with the final conclusion of the proposal evaluation process - a recommendation for the tentative contract awards for the Department - and designate the top-ranked Contractor based upon the above results, or instruct the TEC and/or Cost Committee to revisit particular aspects of proposal review (including a possible second BAFO request).
Should negotiations with the top-ranked Contractor fail to produce agreed-upon contracts, then NYSDOT Executive Management will designate and award contract #C037626 to the next highest-ranked Contractor. The Department will then enter into negotiations with the second-highest rated Contractor. This process may repeat itself until acceptable contracts are consummated. The consultant designation becomes final after the NYS Office of the State Comptroller approves Contract #C037626.

The designation shall be publically posted. Once the public has been notified of the solicitation’s results, negotiations with the selected Contractor can commence. The final contract is subject to approval by NYSDOT, the Attorney General, and the Office of the State Comptroller, and is not binding until such approval is received.

At the conclusion of the proposal evaluation process, an announcement of NYSDOT’s designation(s) will be posted the ‘Consulting Services’ listing on NYSDOT’s website via: https://www.dot.ny.gov/business. All proposers will be notified in writing regarding the results from the solicitation. All non-designated firms will be offered an opportunity to request a debriefing. A debriefing is limited to a review of how your proposal faired against the RFP’s requirements.

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

7.1 Proposal Submission

Submit proposals to:

Ms. Patricia Kappeller, Contract Management Specialist I
NYS Department of Transportation
50 Wolf Road, 6th floor
Albany, New York 12232
Attention: #C037626 and ‘Operation of the Intercounty Bus Rapid Transit Service for NYSDOT

7.2 State’s Rights

All proposals, upon submission to NYSDOT, shall become its property for use as deemed appropriate. By submitting a proposal, the Contractor covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. 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 requirement or material specification unmet by all proposers in the evaluation of received proposals;

E. To adopt any or all of a successful proposer’s proposal;

F. To negotiate modifications to the scope, milestone payment schedule and total cost, and contract terms and conditions with the selected proposer prior to contract award only if it is in the best interest of the state to do so;

G. To disqualify an proposer from receiving the award if such proposer, or anyone in the proposer’s employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;

H. To revise/amend any provision of this RFP by written notification to proposers, prior to proposal submission;

I. To eliminate any requirement that is found to be unmet by all proposers;
J. To make inquiries, by means it may choose, into the proposer’s background or statements made in the proposal to determine the truth and accuracy of all statements made therein;

K. To select and award the contract to the proposer whose proposal represents the best value to NYSDOT;

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

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.

7.3 Contractor Responsibility when Proposing Former NYSDOT Employees

It is the Contractor’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:

A. It is two years or less between the date that the individual is proposed and the individual’s date of separation from the State.

B. The individual proposed has worked on the project while employed by NYSDOT regardless of how long ago they left NYSDOT.

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

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

Failure to obtain New York State Joint Commission on Public Ethics approval for an individual’s participation in a project may jeopardize the firm’s designation for that project.

7.4 Method of Payment

Payment for services provided under the agreement resulting from this RFP will be per Schedule B of the resulting contract #C037626 (via this RFP and its Attachment 13) unless changed by an executed supplemental agreement. The Contractor will designate a Billing Representative who will be responsible for resolving any invoicing issues during the term of the Contract.
Requests for progress and final payments shall be made by the designated Contractor on standard payment request forms (FIN 421). Use proper procedure for billing each deliverable (NYSDOT reserves the right to request audit trail documentation for each monthly billing): 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.

7.5 Information for Selected Contractor

7.5.1 Registration with NYSDOT

Contractor firms entering into contracts with NYSDOT as prime Contractors, joint venture partners or subcontractors, are required to electronically register their firm using the Contractor Selection System web application (CSSWeb). All Contractor firms entering into Non-Architectural/Non-Engineering agreements are required to create and register an account to: 1) Create and assign Contractor 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 Contractor firms participating in a potential agreement (negotiations) must be registered electronically with NYSDOT prior to that agreement being forwarded to the Office of the State Comptroller for approval. Registered firms are responsible for verifying and updating their registration information for the duration of the agreement.

Contractor Firm Registration instructions are available at


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.

7.5.2 Registration with Statewide Financial Systems (SFS)

Should this solicitation lead to a designation, the Prime Contractors 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 Contractor to provide them with further direction for completion of the registration process. The result of this process is an established SFS vendor number assigned to the Prime Contractor. 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.

7.5.3 Contractor employment disclosure requirements of this project

Go to Office of the State Comptroller’s Web site (http://www.osc.state.ny.us/procurement/Consultantdisclosure.doc) to become familiar with Operator Employment Disclosure requirements, which went into effect June 19, 2006. The Contractor selected for this solicitation shall be required to complete “State Operator Services – Contractor’s Planned Employment” (Form A, Attachment 6: Contractor Disclosure Legislation Forms A&B) and submit when the contract is signed. For each contract year thereafter, the Contractor shall complete the “State Operator Services Contractor’s Annual Employment Report” (Form B, Attachment 6: Contractor Disclosure Legislation Forms A&B) 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.

7.5.4 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.

7.5.5 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)

7.6 Inquiries and Information

All questions concerning this solicitation must be directed only to the individual specified in Section 1.4 of this RFP. The last date to submit questions for this solicitation is stated in Section 7.8 below. All questions are to be in writing and submitted via e-mail.

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

7.7 Protest Procedure

NYSDOT has established a protest procedure to be utilized when an interested party challenges a Non-Engineering Contractor designation by NYSDOT. The complete procedure can be accessed via: https://www.dot.ny.gov/main/business-center/consultants/general-info.
7.8 Tentative Schedule of Key Events

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

- **RFP Release Date:** June 15, 2017
- **Pre-Proposal Webinar:** June 22, 2017
- **Question Submittal Deadline:** June 30, July 14, 2017
- **Answers/RFP Modifications Due:** July 14, July 21, 2017
- **Proposals Due:** July 28, August 11, 2017
- **Recommendation & Designation:** September 27, 2018
- **Contract Finalizing:** October 18, 2017
- **Contract Award/NTP:** January 2018
- **BRT Bus Service Starts:** October 29, 2018
8 Attachments
8.1 Attachment 1: Draft Contract

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

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

COMPTROLLER'S CONTRACT NO. C037626

PROJECT: Operation of the Lower Hudson Transit Link Intercounty Bus Rapid Transit System for NYSDOT

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

CONSULTANT FIRM NAME
CONSULTANT FIRM ADDRESS

(hereinafter referred to as "CONSULTANT")

WITNESSETH:

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

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

ARTICLE 1. PERFORMANCE OF WORK.

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 Manager 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 key 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 (including EXHIBITS), 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, and APPENDIX D, EXHIBIT A, SCHEDULE A (including EXHIBITS), SCHEDULE B (including EXHIBITS), the STATE’s Request for Proposals (RFP; dated ____; as modified) incorporated by reference, and the CONSULTANT’s Proposal (dated ____; as clarified) incorporated by reference.

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 term of the AGREEMENT shall be seven (7) years from ______________ to ______________. In addition, this AGREEMENT may be extended for up to two (2) additional three-year service extensions as may be agreed upon by the parties to the AGREEMENT and as approved by the Office of the State Comptroller.

ARTICLE 5. MAXIMUM AMOUNT PAYABLE.

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 is under no obligation to make a minimum number of work assignments and 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 the cost of all services provided under this agreement in accordance with Schedule B of the Agreement, via the following general payment categories

**Item I. Start-Up Deliverable Costs –** Which shall include:
   1. Time and Materials for all start up labor plus expenses, including any fixed facility and bus ramp-up costs; and
   2. Total fixed lump-sum costs for start-up ITS items as set forth and accordingly to the billing milestones schedule agreed upon by the parties.

**Item II. Operational Costing- Per Revenue Mile Costs -** Costs for any and all operations and maintenance costs of any kind or nature, on the basis of the number of revenue miles provided under this Agreement as identified in RFP Attachment 13 – Operational Costing Section.

**Item III. Storage Costing – Monthly Costs -** Costs for any and costs associated with the facilities, equipment and storage of vehicles on a monthly basis as identified in RFP Attachment 13 – Storage Costing Section.

**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](http://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 Director, or their successor as identified by the STATE. Payments shall not be withheld unreasonably. The STATE reserves the right to request all pertinent summaries, report, receipts and/or back-up documents supporting and providing an audit trail for each monthly billing.
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 RESPONSIBILITY.

To the fullest extent permitted by law, the Consultant shall indemnify and save harmless the State, and/or any municipality, public benefit corporation, railroad, and/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 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 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, Subcontractor or the State, any municipality and/or any public benefit corporation, railroad or public utility
whose property or facilities are affected by the work, or for any consultants working for the State. It is understood by the State and the Consultant that the Consultant’s Professional Liability/Errors and Omissions policy (if applicable) required in the Article of this Contract entitled “Insurance” shall be utilized for claims involving the Consultant’s professional negligence.

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 to defend, and the obligation to indemnify in the foregoing paragraph, does not extend to those suits, actions, damages and costs of every name that arise out of the sole negligence of the State, or the negligence of any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the contract work, or the negligence of 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 or appurtenances and appliances thereof including moving, demolition and excavating connected therewith. Notwithstanding the foregoing, the parties being defended by the Consultant may elect to join any action or tender their own defense, at their sole expense and discretion.

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-) 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. If policies are changed or canceled, the CONSULTANT shall inform the STATE immediately. The STATE will determine whether to issue an order to the CONSULTANT to stop work.

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 Paragraph B, Insurance Requirements, below. General liability 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. Insurance policies that remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) or that remove or modify the “insured contract” exception to the employers liability exclusion so as to limit coverage for claims that arise out of contract work, or that do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors, are not acceptable. Policy forms must be provided to the Department upon request.

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 Number. Consultant is strongly encouraged to transmit certificates and other materials concerning insurance coverage, referencing the Contract Number and the name of the Consultant in the Subject Line, by email to: Insur.consult.contr@dot.ny.gov

Certificates may be mailed to the:

New York State Department of Transportation
Contract Management Bureau
50 Wolf Road, Sixth Floor
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 ten (10) days’ prior written notice to the Department by Certified Mail, Return Receipt Requested at the address stated above. In addition, if required by the Department, the Consultant shall deliver to the Department within ten (10) work 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 a form satisfactory to the Department. The ACORD 25 Certificate must be accompanied by an ACORD 855 “New York Construction Addendum signed “Additional Insured Endorsement” completed to indicate information about the liability insurance.

b. Be signed and dated by an authorized representative of the insurance carrier or producer.

c. Disclose any deductible, self-insured retention, aggregate limit.

d. Refer to this Contract by number on the face of the certificate.
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:

a. 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
b. May withhold further contract payments in accordance with Article 8 No Payment Due to Consultant’s Non-Compliance of the contract agreement, or
c. 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(s) that provides equivalent coverage.

5. Primary Coverage. The liability and protective liability insurance policies shall provide primary and non-contributory coverage 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 ten (10) calendar 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 Paragraph A.3. Certificates of Insurance/Notices 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, the Consultant or third-party-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-) or better. 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 Liability Insurance. In the event that any portion of the work described in this contract is performed by an approved subconsultant, the insurance requirements of this Article shall be incorporated into the subcontract agreement. Subconsultant insurance requirements shall include the requirements for Workers’ Compensation, Commercial General Liability, and, if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subconsultants. Consultant shall require that Certificates of Insurance, meeting the requirements of the Department are provided to the Department documenting the insurance coverage for each and every subconsultant employed by them to do work under this contract.

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

1. Workers’ Compensation and Disability Insurance. As required by State Finance Law §142, the 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. The 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:

   a. Coverage for contractual liability assumed by the Consultant insured under an insured contract (including the tort liability of another assumed in a business contract).

   b. 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, or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees” 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.

c. Products-Completed Operations Coverage, as provided in the General Liability Policy, or in certain instances through ISO form CG 26 11 09 99 or suitable equivalent.

d. Where contract work will be performed by unregistered off-road equipment, Consultant shall provide documentation of a blanket Pollution Liability policy, or an endorsement to cover short-term pollution events, ISO form CG 04 33 10 01 or equivalent.

e. Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.

f. Explosion, Collapse and Underground Hazards coverage (“XCU”) (for contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment).

3. Commercial Bus Insurance including liability and required coverage for New York. In the event that buses are used in connection with Consultant’s business or operations with the Department, the Consultant shall maintain a commercial or other bus 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 buses (including owned, hired and non-owned vehicles) on and around the project. This may 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 $5,000,000 each accident.

4. Commercial Automobile Insurance including liability and required coverage for New York. In the event that automobiles are used in connection with Consultant’s business or operations with the Department, the 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 may 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 each accident.

5. Umbrella or Excess Liability Insurance. The Consultant shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Consultants, 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 Consultant 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 per occurrence/aggregate.

6. **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.

7. *(reserved)*

8. *(reserved)*

9. *(reserved)*

**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, subject to confidentiality restrictions under Article 29 Security and Confidentiality of Information below. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the CONSULTANT shall make available to the STATE the aforementioned data and material.

**ARTICLE 15. DAMAGES AND DELAYS.**

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

**ARTICLE 16. NOTICE OF BANKRUPTCY, VENUE, AUDITS.**
If, prior to final audit, CONSULTANT files for relief pursuant to Title 11 of the United States Code under the Bankruptcy Laws or a successor statute, this contract shall be treated as an executory contract under 11 USC §365 of the Bankruptcy Laws or successor statute, and subject to assumption or rejection by the debtor within the time permitted by law.

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

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

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

ARTICLE 17. TERMINATION.

A. NYSDOT’s Right to Suspend Work - If at any time during the prosecution of the work to be delivered under this Agreement, should the Commissioner of Transportation determine that the work upon the contract is not being performed according to the contract or for the best interest of the State, the execution of the work by the Contractor may be temporarily suspended by NYSDOT, who may then proceed with the work under his/her own direction in such manner as will accord with the contract specifications and be for the best interests of the State; and thereupon proceed with the work, in affirmance of the contract, by contract negotiated or publicly let, by the use of his/her own forces, or by a combination of any such methods;

B. Termination for NYSDOT Convenience -

1. NYSDOT may, by written notice, terminate the contract or any portion thereof if he or she determines that termination would be in the best interests of the Department or of the State of New York. Reasons for termination may include, but are not limited to executive orders of the President relating to the prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local laws or regulations, or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor, or where the orderly progression of a project is interfered with or delayed by acts or omissions of persons or agencies other than the Contractor. The Contractor
specifically understands that the issuance of such notice by NYSDOT shall be conclusive as to its necessity.

2. When the contract, or any portion thereof is terminated, for any of the above mentioned reasons, before completion of all items of work in the contract, payment will be made for the actual numbers of units or items of work completed at the contract unit price, or as mutually agreed for items of work partially completed, but no claim for loss of anticipated profits on uncompleted work shall be made by the Contractor nor shall the State of New York be liable for the loss of anticipated profits for such uncompleted work. Termination of a contract or a portion thereof for the convenience of the State shall not relieve the Contractor of its responsibilities for the completed work, nor shall it relieve its surety of its obligation for and concerning any just claims arising out of the work performed.

3. 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 CONTRACTOR, final payment shall be made based on the acceptable actual work performed by the CONTRACTOR prior to termination including, but not limited to, the number of hours and other authorized, acceptable costs audited in accordance with the terms of the AGREEMENT.

C. Termination For Cause –

1. NYSDOT may terminate this AGREEMENT for cause in the event CONTRACTOR fails to or defaults in performance in accordance with this AGREEMENT, and such failure continues beyond 30 days of NYSDOT’s written notice of such failure or default to the CONTRACTOR, except that such 30 day period shall be tolled in the event of a default that is not reasonably subject to cure in such time by such period and the NYSDOT reasonably determines that the CONTRACTOR is working diligently to correct or cure such default. If the termination is brought about as a result of the unsatisfactory performance on the part of the CONTRACTOR, the value of the work performed by the contractor prior to termination shall be established by NYSDOT.

2. Final payment shall be made for work satisfactorily performed or for costs otherwise legally incurred in accordance with Articles 6 and 8 hereof.

3. Any rights and remedies reserved pursuant to this Article are in addition to any other rights and remedies the NYSDOT or the CONTRACTOR may have pursuant to this AGREEMENT or pursuant to applicable law to seek judicial enforcement, damages or any other lawful remedy.

D. The STATE reserves the right to terminate this contract in the event it is found that the certification filed by the CONTRACTOR in accordance with the requirements contained in State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written
notification to the CONTRACTOR 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 2221. 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 2322. 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 2423. 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 2524. 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. APPENDIX A,
2. The provisions required by state and federal law to be inserted in the AGREEMENT as set forth in APPENDIX A-1, APPENDIX B, APPENDIX B-1, and APPENDIX C, APPENDIX D;
3. This AGREEMENT, including Signature Page, Notary Page and Exhibits;
4. SCHEDULE A (including Exhibits);
5. SCHEDULE B (including Exhibits);
6. The STATE’s Request for Proposals (dated ___; as modified); and
7. The CONSULTANT’s Proposal (dated ___; as clarified).

ARTICLE 2625. CERTIFICATION REQUIRED BY 49CFR, PART 29.

The signatory 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 - Reserved

ARTICLE 2726. 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 2827. 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 2928. 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 3029. 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.

a). 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.
b). Suspension of 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.

c). 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 3430. 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 ___) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May15th of each year the contract is in effect. The CONSULTANT shall provide information regarding all employees providing service under this contract, whether employed by the CONSULTANT or any subconsultant or subcontractor. Form B will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1st to March 31st). Annual employment reports should be submitted to the following three agencies. It is recommended, however, that consultants check the agency websites annually to confirm the addresses.

By mail:

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

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

NYS Department of Transportation:
Reports that are submitted to the NYS Department of Transportation must be submitted electronically, preferably as a Word, Excel or pdf file via email to: consultantdisclosure@dot.ny.gov.
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 #C037626
Title: Director
Address: NYSDOT Contract Management Bur., 50 Wolf Rd., 6th Fl, 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 (herein after 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 (herein after “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 (5) 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 3433. Ensuring Pay Equity by State Consultants/Contractors

In accordance with Executive Order 162, issued on January 9, 2017, the consultant shall provide detailed workforce utilization reports of the consultant and each subconsultant – or subcontractor – that include, in addition to equal employment opportunity information, the job title and salary of each employee directly performing work on a State contract.

If the consultant cannot identify the individuals working directly on a State contract, then the consultant and each subconsultant shall provide such information of each employee in the consultant’s entire workforce. Such information shall be reported to the Department at quarterly intervals.


Detailed workforce utilization reports, as required above, shall be submitted in such form and in such manner as shall be required by the Department.

The consultant shall include this provision in every subcontract so that such provisions shall be binding upon each subconsultant, if the subcontract is in excess of $25,000.

ARTICLE 34. CONFLICTS OF INTEREST.

A. The CONSULTANT has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the CONSULTANT’s performance of the services does not and will not create a conflict of interest with, nor position the CONSULTANT to breach any other contract currently in force with the State of New York, that the CONSULTANT will not act in any manner that is detrimental to any STATE project on which the CONSULTANT is rendering services.

B. The CONSULTANT hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the CONSULTANT's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this AGREEMENT. The CONTRACTOR shall have a duty to notify the STATE immediately of any actual or potential conflicts of interest.

C. In conjunction with any subcontract under this AGREEMENT, the CONSULTANT shall obtain and deliver to the STATE, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form,
signed by an authorized executive or legal representative of the subconsultant/subcontractor. The CONSULTANT shall also require in any subcontracting agreement that the subconsultant/subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the STATE a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subconsultants/subcontractors prior to entering into a subcontract.

D. The STATE and the CONSULTANT recognize that conflicts may occur in the future because the CONSULTANT may have existing, or establish new, relationships. The STATE will review the nature of any relationships and reserves the right to terminate this AGREEMENT for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

ARTICLE 35. ETHICS REQUIREMENTS.

The Consultant and its Subconsultants/Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the “Ethics Requirements”). The Consultant certifies that all of its employees and those of its Subconsultants/Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Consultant or its Subconsultants/Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Consultant or its Subconsultants/Subcontractors derived from this Contract. The Consultant shall identify and provide the State with notice of those employees of the Consultant and its Subconsultants/Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Consultant provide it with whatever information the State deems appropriate about each such person’s engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subconsultant/Subcontractor if utilizing such Subconsultant/Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

ARTICLE 36. SUBCONTRACTING.

The CONSULTANT agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the STATE. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The CONSULTANT may arrange for a portion/s of its responsibilities under this AGREEMENT to be subcontracted to qualified, responsible
subconsultants/subcontractors, subject to approval of the STATE. If the CONSULTANT determines to subcontract a portion of the services, the subconsultants/subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this AGREEMENT must be fully explained by the CONSULTANT to the STATE. As part of this explanation, the subconsultant/subcontractor must submit to the STATE a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the CONSULTANT prior to execution of this AGREEMENT.

The CONSULTANT retains ultimate responsibility for all services performed under the AGREEMENT.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this AGREEMENT including, but not limited to, the body of this AGREEMENT, Appendix A – Standard Clauses for New York State Contracts and the advertisement for proposals. Unless waived in writing by the STATE, all subcontracts between the CONSULTANT and subconsultants/subcontractors shall expressly name the STATE, through the Department of Transportation, as the sole intended third party beneficiary of such subcontract. The STATE reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the STATE a party to any subcontract or create any right, claim, or interest in the subconsultant/subcontractor or proposed subconsultant/subcontractor against the STATE.

The STATE reserves the right, at any time during the term of the AGREEMENT, to verify that the written subcontract between the CONSULTANT and subconsultants/subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this AGREEMENT.

The CONSULTANT shall give the STATE immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subconsultant/subcontractor or which may affect the performance of the CONSULTANT’s duties under the AGREEMENT. Any subcontract shall not relieve the CONSULTANT in any way of any responsibility, duty and/or obligation of the AGREEMENT.

If at any time during performance under this AGREEMENT total compensation to a subconsultant/subcontractor exceeds or is expected to exceed $100,000, that subconsultant/subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.
IN WITNESS WHEREOF, this Contract No. C037626 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
________________________________
CONTRACT MANAGEMENT BUREAU

FOR THE PEOPLE OF THE STATE OF NEW YORK
__________________________________
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 OSC’s ‘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 Law Sections 139j & 139k is complete, true and accurate.

By ________________________________  Date: ______________________________

FIRM NAME

OPERATION OF THE INTERCOUNTY BUS RAPID TRANSIT SERVICE FOR NYSDOT

APPROVALS

ATTORNEY GENERAL
THOMAS P. DiNAPOLI

STATE COMPTROLLER

By ________________________________  By ________________________________

Date ______________________________  Date ______________________________

__________________________________

__________________________________

__________________________________

__________________________________

__________________________________

__________________________________

__________________________________

__________________________________
Acknowledgement for Contract #C037626

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, licenser, licensee, lessor, lessee or any other party):

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (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 Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

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

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

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

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

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.
17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract 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. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contract or 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.newnycontracts.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, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law 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.

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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 January 2014
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 subcontactor 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) **Incorportation 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, the New York State Department of Transportation (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 agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its “Procedures for Locally Administered Federal-Aid Projects” (available through NYSDOT’s web site at: www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into 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: 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 United States Department of Transportation (USDOT) regulations (49 CFR 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 Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its
Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation’s DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under [https://www.law.cornell.edu/uscode/text/18/1001](https://www.law.cornell.edu/uscode/text/18/1001) and/or the Program Fraud Civil Remedies Act of 1986 [https://www.law.cornell.edu/uscode/text/31/3801 et seq.).

**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 ASSISTANCE**

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 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

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7 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.

8 [www.cfda.gov/](http://www.cfda.gov/)
PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(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.

USE OF UNITED STATES-FLAG VESSELS: The contractor agrees:

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

April 2016
APPENDIX C

SPECIAL EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

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 Article 15, 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 by Executive Order 162, issued on January 9, 2017, 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.

(d) The CONSULTANT and all their sub-consultants and/or subcontractors shall comply with Executive Order 162, issued on January 9, 2017, requiring quarterly workforce utilization reports, detailing reports of the Consultant and all of their subconsultants, which includes in addition to equal opportunity information, the job and salary of each employee directly performing work on a State contract.

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."

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the contract.
B. In performing the contract, the Constant shall:

1. Ensure that each Consultant and subconsultant – or subcontractor – performing work on the contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Consultant shall submit an EEO policy statement to the New York State Department of Transportation (NYSDOT) after the date of the notice by the NYSDOT to award the contract to the Consultant as determined by the Department.

3. If the Consultant or any of its subconsultants, does not have an existing EEO policy statement, the NYSDOT may require the Consultant or subconsultant to adopt a model statement consistent with item B.4.a through d of this section.

4. The Consultant’s EEO policy statement shall include the following language:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce.

b. The Consultant shall state in all solicitations or advertisements for employees that in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, natural origin, sex, age, disability or marital status.

c. The Consultant 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 the implementation of the Consultant’s obligation herein.

d. The Consultant will include provisions of Subdivisions (a) through (c) of this subsection 4 and the paragraph appearing immediately below which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subconsultant as to work in connection with the contract.

The Consultant shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Consultant and its subconsultants shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction or prior arrest.

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 members 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) 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 this Agreement.

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 than 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.

Updated December 2012 July 2017
PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES

(revised State 7-12-2017)

I. General Provisions

A. The New York State Department of Transportation (NYSDOT) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (NYCRR) for all State contracts, as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The consultant to the subject contract (the “Consultant” and the “Contract” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to NYSSDOT, to fully comply and cooperate with NYSDOT in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirement include equal employment opportunities for minority group members and women (EEO), and contracting opportunities for New York State-certified Minority and Women-Owned Business Enterprises (MWBEs). The Consultant’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix C and such other remedies are available to NYSDOT pursuant to the Contract and applicable law.

II. MWBE Utilization Plan
A. The Consultant represents and warrants that the Consultant has submitted an MWBE Utilization Plan, or shall submit a MWBE Utilization Plan at such time as shall be required by NYSDOT. The MWBE Utilization Plan is to be submitted consistent with the requirements stated in the procurement document.

B. The Consultant agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.

C. The Consultant further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such material breach, NYSDOT shall be entitled to any remedy provided herein, including but not limited to, a finding that the Consultant is non-responsive.

III. Waivers Post Contract Execution

A. If the Consultant, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Consultant may submit a request for a waiver to the NYSDOT Contract Management Bureau, Civil Rights Unit. Such waiver request must be supported by evidence of the Consultant’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, NYSDOT shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

B. If NYSDOT, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Consultant is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, NYSDOT may issue a notice of deficiency to the Consultant. The Consultant must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of the MWBE Contract Goals.

IV. Liquidated Damages – MWBE Participation

A. Where NYSDOT determines that the Consultant is not in compliance with the requirements of this Appendix and the Consultant refuses to comply with such requirements, or if the Consultant is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Consultant shall be obligated to pay to NYSDOT liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to the MWBEs had the Consultant achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by NYSDOT, the Consultant shall pay such liquidated damages to NYSDOT within sixty (60) days after they are assessed. Provided, however, that if the Consultant has filed a complaint with the Director of the Division of Minority and Women’s Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Consultant following the complaint process.
## State Consultant Services - Contractor’s Annual Employment Report

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

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<th>Contracting State Agency Name:</th>
<th>NYSDOT</th>
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<td>Contractor Address:</td>
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<td>Description of Services Being Provided:</td>
<td>OPERATION OF THE INTERCOUNTY BUS RAPID TRANSIT SERVICE FOR NYSDOT</td>
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### 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
- [x] Other Consulting
- [ ] Paralegal
- [ ] Legal
- [ ] Accounting

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**Total this page**

**Grand Total**

Name of person who prepared this report:
Preparer's Signature: ____________________________
Title: ____________________________ Phone #: ____________________________
Date Prepared: ____________________________

(Use additional pages if necessary.)
### 8.2 Attachment 2: Key Personnel Resumes and References

Instructions:
- Complete Attachment 2: Key Personnel Resumes and References for each Key Personnel title identified in the RFP.
- Attachment 2: Key Personnel Resumes and References shall not exceed three pages in length
- Proposers may expand the boxes as necessary
- The term “Client” below refers to the past project owner. “Client” is NOT a Prime Contractor where the proposing firm acted in the capacity as a Subcontractor.

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<td>2. Title Assigned for this Project:</td>
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<td>3. Firm working for on this Project:</td>
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<tr>
<td>4. Current Employment Status:</td>
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<td>6. Description of Relevant Experience:</td>
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<td>7. Certifications/Licenses:</td>
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<td>8. Education:</td>
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<td>Past Project Experience</td>
<td>Complete below for a maximum of five past projects</td>
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<td>9.3 Client Contact Information (including contact name, phone number, and e-mail address):</td>
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<td>9.4 Description of person’s role and responsibilities during project:</td>
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<td>10.1 Project Description (include contract number where appropriate):</td>
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<tr>
<td>13.4</td>
<td>Description of person’s role and responsibilities during project:</td>
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</tbody>
</table>
8.3 Attachment 3: Diversity Practices Questionnaire

I, ___________________, as __________________ (title) of _______________ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

   If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company’s gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company’s clients or customers?

3. What percentage of your company’s overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company’s clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?

4. Does your company provide technical training to minority- and women-owned business enterprises? Yes or No

   If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program?

   If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company’s commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

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9 Do not include onsite project overhead.

10 Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.
If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

If Yes, complete the attached Utilization Plan (Attachment 7).

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official

Printed Name of Signatory

Title

Name of Business

Address

City, State, Zip

STATE OF _______________________________

COUNTY OF _____________________________

On the _____ day of __________, 201_, before me, the undersigned, a Notary Public in and for the State of __________, personally appeared _______________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

________________________
Notary Public
8.4 Attachment 4: Contractor Information and Certifications

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

CONTRACT NUMBER: **C037626**

PROJECT TITLES: Operation of the Intercounty Bus Rapid Transit Service to NYSDOT

---

I. CONTRACTOR INFORMATION

FIRM NAME: ______________________________________________________________

ADDRESS:_________________________________________________________________

CITY:_________________________________________ STATE: ___________

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

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

E-MAIL ADDRESS: _________________________________________________________

CONTACT PERSON: ________________________________________________________

Contractor’s Federal Identification Number (FEIN):________________________

Contractor’s NYSDOT Contractor 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 proposer 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 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 Section 7.3 of the RFP 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 than $100,000, the firm will complete and submit the required Forms ST-220-TD and 220-CA (Contractor Certifications) prior to negotiation with NYSDOT. You should make yourself familiar with these forms by visiting the following Web sites:
  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)

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)
8.5 Attachment 5: Procurement Lobbying Law Compliance

1. **Required Forms:** The Contractor shall sign and e-mail/fax the following forms. These forms are part of and due with the Contractor’s proposal.

   - Proposer’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/portal/page/portal/consultants-repository/offers_affirmation_and_agreement_form.pdf


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 NYSDOT employee. If the Department determines an impermissible contact was made, that proposer cannot be awarded the contract. A second violation would lead to a four-year bar on the award of public contracts to the proposer.

b) Contacts after designation

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

- The Contract Management Designation Contract Specialist
- The Contract Management Designation Supervisor
- The Contract Management Civil Rights Unit Supervisor
- The Contract Management Assistant Directors
- The Contract Management Director
- The Operator Management Bureau Operator job manager
- The Operator Management Bureau Operator 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 NYSDOT employee.

c) Information Required from Proposers 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 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 proposer. The staff noted above as well as the project manager and Operator 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 Web Site at http://www.dot.ny.gov or contact:

Patricia Kappeller
NYSDOT Contract Management
50 Wolf Road, 6th Floor
Albany, New York 12232
E-mail: patricia.kappeller@dot.ny.gov
Tele: (518) 457-2600
8.6 Attachment 6: Contractor Disclosure Legislation Forms A&B

OSC Use Only:

Reporting Code:

Category Code:

Date Contract Approved:

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**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>Number of hours to be worked</th>
<th>Amount Payable Under the Contract</th>
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Name of person who prepared this report:  
Title:  
Preparer's Signature:  
Date Prepared: / / 

(Use additional pages, if necessary)
State Operator Services
Contractor’s Annual Employment Report

Report Period: April 1, to March 31,

Contracting State Agency Name: Transportation
Agency Code: 3900283

Contract Number: C037626

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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Grand Total

Name of person who prepared this report:
Preparer’s Signature:______________________________

Title: __________________________ Phone #: __________________________

Date Prepared: / /

Use additional pages if necessary)
# 8.7 Attachment 7: M/WBE Participation Information

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

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

If the combined percentage of total salary for all certified MBEs and/or all certified WBEs proposed is less than the 10% MBE and 12% WBE participation goals, then the proposing prime firm is required to fill out and submit the Participation Solicitation Log; one for each goal not attained, and is required to submit a M/WBE Goal Attainment Explanation Letter.

<table>
<thead>
<tr>
<th>Firm Legal Name</th>
<th>NYS ESD Certified MBE/WBE</th>
<th>% of Total Contract Value (7 years)</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>MBE</td>
<td>WBE</td>
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<tr>
<td>A. Prime Contractor</td>
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<td>B. Subcontractor s</td>
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<td>Total</td>
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</tbody>
</table>
## 8.7 Attachment 7a: M/WBE Subcontractor Participation Solicitation Log

*(Good Faith Effort Documentation)*

<table>
<thead>
<tr>
<th>CONTRACT NO. C037626</th>
<th>10% MBE PARTICIPATION GOAL</th>
<th>12% WBE PARTICIPATION GOAL</th>
<th>PAGE NUMBER ___ OF ___</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIME FIRM NAME/ADDRESS/ZIP CODE</td>
<td>CONTACT PERSON</td>
<td>TELEPHONE NUMBER (INCLUDE AREA CODE)</td>
<td>E-MAIL</td>
</tr>
<tr>
<td>SOLICITED COMPANY NAME AND CONTACT PERSON</td>
<td>TELEPHONE (WITH AREA CODE)</td>
<td>FEDERAL EMPLOYER ID #</td>
<td>WORK TYPES BEING SOLICITED</td>
</tr>
</tbody>
</table>
8.8  Attachment 8: SDVOB Participation Information

Please complete the following table for the prime firm and all subcontractors (Contractor team composition): please identify each firm’s legal name, checking if they are a NYS Office of General Services Certified SDVOB, and indicating each firm’s percentage of the total salary for the contract. Please keep in mind that only certified SDVOB prime Contractors are eligible to participate toward attainment of this state-funded procurement.

Further, participation by a certified SDVOB Contractor may count towards the SDVOB participation goal.

If the combined percentage of total salary for all certified SDVOBs proposed is less than the 6% SDVOB participation goal, then the proposing prime firm is required to fill out and submit the Participation Solicitation Log; one for each goal not attained), and is required to submit a SDVOB Goal Attainment Explanation Letter.

Contract#: C037626

<table>
<thead>
<tr>
<th>Firm Legal Name</th>
<th>NYS Office of General Services Certified SDVOB</th>
<th>% of Total Contract Value</th>
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<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

A. Prime Contractor

B. Subcontractors

Total 100%
## 8.8 Attachment 8a: SDVOB Subcontractor Participation Solicitation Log

*(Good Faith Effort Documentation)*

<table>
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<th>Participation Goal: 6%</th>
<th>Page Number ___ of ___</th>
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<tbody>
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<td>Contact Person</td>
<td>Telephone Number (Include Area Code)</td>
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<tr>
<td>Solicited Company Name and Contact Person</td>
<td>Telephone (With Area Code)</td>
<td>Federal Employer ID #</td>
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<td></td>
<td></td>
<td>Work Types Being Solicited</td>
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<td></td>
<td>Types and Dates of Contacts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contact Result(s)</td>
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8.9 Attachment 9: Solicitation Log Instructions

SOLICITATION LOG INSTRUCTIONS

(Good Faith Effort Documentation)

To be deemed responsive to this solicitation, Contractors whose proposed M/WBE/SDVOB participation does not meet the established participation goal must document and report their efforts to solicit participation by certified M/WBE/SDVOB in this Non-Architecture/Non-Engineering contract. The Solicitation Log is used for this purpose.

PLEASE NOTE: For RFP’s with MBE/WBE/SDVOB goals, only Operators or subcontractors certified by New York State Empire State Development and/or New York State Office of General Services SVDOB Program may count toward goal attainment.

Guidance concerning Good Faith Efforts in meeting M/WBE/SDVOB participation goals is located at the end of this section.

The logs are 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 M/WBE/SDVOB participation goals are not attained at all or only partially attained, then the proposer must complete all sections of these forms and submit Solicitation Logs, along with a Goal Attainment Explanation Letters, documenting the firm’s Good Faith Effort. A separate Solicitation Log must be submitted for each Participation Goal established in the RFP.

*** DBE CERTIFICATION IS A FEDERAL PROGRAM CERTIFICATION. ***

IT IS SEPARATE AND DISTINCT FROM THE NEW YORK STATE MBE/WBE/SDVOB PROGRAMS. 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).

PARTICIPATION GOAL: Enter applicable MBE/WBE/SDVOB participation goals 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 Contractor, its address and zip code.

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

**MBE/WBE/DBE CONTRACTORS SOLICITED:**

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

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

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

**WORK TYPE(S) BEING SOLICITED:** Enter the work type(s) or Commercial Useful Function for which this firm has been solicited in connection with the Scope of Services for this contract. NOTE: Commodity type codes are provided for every certified firm listed in the ESD M/WBE Registry.

**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 Contractor was unable to reach this firm after having a telephone conversation to follow-up on the participation solicitation inquiry. (NOTE: Indicate In the Types and Dates of Contact column the dates and times at which follow-up was attempted.)

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

The following is a list of types of actions that demonstrate good faith efforts in obtaining M/WBE/SDVOB participation. This list is not exclusive or exhaustive. The bidder must show that it took all necessary and reasonable steps to achieve an M/WBE/SDVOB goals which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient M/WBE/SDVOB 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://www.nysucp.net/](http://www.nysucp.net/), the ESD M/WBE Directory - [https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687](https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687), or the NYS Office of General Services list of certified SDVOB at [http://ogs.ny.gov/core/sdvoba.asp](http://ogs.ny.gov/core/sdvoba.asp) the interest of all certified M/WBE/SDVOBs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the M/WBE/SDVOBs to respond to the solicitation. The bidder must determine with certainty if the M/WBE/SDVOBs are interested by taking appropriate steps to follow up initial solicitations.

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

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

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

- A bidder using good business judgment should consider a number of factors in negotiating with subcontractors, including M/WBE/SDVOB 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 M/WBE/SDVOB is not in itself sufficient reason for failure to meet the contract M/WBE/SDVOB goals. Also, the ability or desire to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts.

- Do not reject M/WBE/SDVOBs 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 M/WBE/SDVOBs in obtaining bonding, lines of credit, or insurance as required by the recipient or contract.
8.10 Attachment 10: New York Business Reporting

Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below and if answered in the affirmative, completing and submitting the following table for all firms (prime Contractor and all subcontractors) participating in your proposal. The definition of ‘NYS Business’ is: ‘Any firm with a business address which lies within the borders of New York State from which location the proposed services from this firm shall be provided under this contract’. Indicate whether each proposed firm is classified as a NYS Business, the total dollar amount attributable to each firm, the total proposed contract cost, and the NYS business address of each firm.
Contract Number: C037626

Will New York State Businesses be used in the performance of this contract?

Yes _____
No _____

<table>
<thead>
<tr>
<th>Firm Legal Name</th>
<th>NYS Business? (Y or N)</th>
<th>% of Total Proposed Contract Cost</th>
<th>NYS Business Address</th>
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</thead>
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<td>A. Prime Contractor</td>
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<td>B. Subcontractors</td>
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<tr>
<td>Total Proposed Contract Cost:</td>
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<td>$</td>
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8.11 Attachment 11: Form AOR

ACKNOWLEDGMENT OF RECEIPT OF
RFP, MODIFICATIONS AND RESPONSES TO QUESTIONS

<table>
<thead>
<tr>
<th>NAME OF PROPOSER</th>
</tr>
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</table>

We hereby acknowledge receipt of the Contract Operation of the Intercounty Bus Rapid Transit Service for NYSDOT (contract #C037626) Request for Proposals, dated June 7, 2017 and subsequent responses to questions and Modifications issued by the Department, as listed below.

Add additional lines in tables below, if needed.

<table>
<thead>
<tr>
<th>Modification number:</th>
<th>Date issued by Department:</th>
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<th>NAME</th>
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</table>

| TITLE |
8.12 Attachment 12: 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 THEREOF 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

By

Name

Title

Address:

Street

City    State

Legal name of person, firm or corporation

Name

Title

Address:

Street

City    State
8.13 Attachment 13: Cost Proposal and Instructions

Attachment 13, which contains the RFP’s cost proposal instructions, is be downloaded from the NYSDOT project web site, located at https://www.dot.ny.gov/business. Click on “Consulting Services”, then click on “Opportunities”, and then click on the date to the left of ‘C037626...’.
8.14 Attachment 14: LHTL Bonus Points

Attachment 14, which contains the RFP’s LHTL Bonus Points workbook, is be downloaded from the NYSDOT project web site, located at https://www.dot.ny.gov/business. Click on “Consulting Services”, then click on “Opportunities”, and then click on the date to the left of ‘C037626…”.

8.15 Attachment 15: Bus Operations (Minimum Requirements)

1. Driving Record Required Qualifications:
   
   1.1. Drivers must have a valid New York State operator's license.

   1.2. Drivers must be a minimum of 21 years of age.

   1.3. A five-year driving record is required. The Contractor must review a five-year record issued within the past 45 days from any state where the applicant has held an operator's license in the past five years. When a five-year record is unavailable, a three-year driving record must be obtained.

   1.4. If an out-of-country driving record is unavailable then the applicant must have possessed a valid operator's license in the U.S. for the past three years.

   1.5. No more than two moving violations in the past five years are allowed. A driving safety course taken for a moving violation will not change the record for a commercial operator license holder.

   1.6. No more than two accidents in the past five years are allowed.

   1.7. Driving records must not reflect any conviction of a serious traffic violation (e.g., DUI, reckless driving, driving with a suspended license) in the past seven years.

   1.8. Driving records must not reflect more than two convictions of serious traffic violations in a lifetime.

   1.9. No more than two violations for No Liability Insurance in a five-year period are allowed.

   1.10. Moving violations, accidents, and/or other infractions may also disqualify an applicant.

   1.11. Any proposed hiring should be conditioned upon the prospective employee being allowed within the facilities and cleared with his or her background screening.

   1.12. In conjunction with this Contract, the Contractor shall not employ any person with any felony or misdemeanor drug offense, theft, assault or other conviction within the past ten (10) years for an offense that conflicts with the duties of the position.

   1.13. In conjunction with this Contract, the Contractor shall not employ any person with any conviction for a felony or a conviction or deferred adjudication for misdemeanor offense beyond 10 years that is serious enough to be considered in conflict with the duties of the position. For example, murder or sexual assault conviction.

   1.14. Other Qualifications:

       a. All bus operators must be employees (full or part time) of the Contractor.

       b. All bus operators must have the ability to effectively read, write and speak English.
c. All bus operators must have sensitivity to passenger needs.

d. All bus operators must have the ability to resolve complaints and problems as required.

e. All bus operators must pass a biennial United States Department of Transportation (USDOT) physical exam and be included in a "pool" of safety sensitive positions for random drug and alcohol testing as required by FTA regulations.

2. The Contractor shall conduct an annual review, and provide a comprehensive report to NYSDOT by July 15 of each Contract year, of driving records as required by 49 CFR 391.25 to ensure all employees continue to meet the preceding qualifications. Employees failing to meet these qualifications shall not be used to perform services under this Contract. For the final year of the Contract the report shall be submitted on the date requested by NYSDOT.

3. The Contractor shall put all vehicles into service on a fixed rotation schedule to ensure vehicle miles and hours are accumulated equally.

Staff Performance and Other Requirements

1. Uniform Specifications and Appearance Standards

   1.1. The consideration for safety must be applied to all dress code components for all staffing levels and duty assignments.

   1.2. All employees of the Contractor must wear their Contractor-issued employee ID/security badge visibly while in the provision of service. While on duty, bus operators shall be well groomed, clean and in complete uniform. The complete uniform should consist of a collared shirt and professional pants. All operator uniforms will be of the same exact color(s), have the exact decal or logo placement, must be neat in appearance, clean and pressed. The shoes must be shined; hair clean and neatly cared for. Bus operators must conform to these standards of appearance at all times.

2. Employee Conduct

   2.1. No driver will be allowed to make personal calls or text while inside a vehicle.

   2.2. All employees of the Contractor must maintain a professional demeanor, a professional appearance and a clean, organized work area at all times.

   2.3. All employees of the Contractor must not eat or drink while driving, boarding or deboarding passengers.

3. Bus Operator Training Plan and Program

   3.1. The Contractor shall provide training for all personnel working on this Contract. The Contractor shall ensure that individuals are fully knowledgeable of their duties and responsibilities and that appropriate personnel can operate a bus, fuel a bus, and operate equipment used to maintain a bus in a safe manner. The Contractor shall also
provide additional training if the training requirements approved by NYSDOT are insufficient.

3.2. The Contractor shall develop, implement and maintain a formal training and retraining plan and program for all bus operators. The training plan and program must be submitted to NYSDOT for review with 60 days of startup. All training must be documented and NYSDOT may audit the Contractor’s compliance with its training plan and program and its documentation at any time.

3.3. The Bus Operator Training Plan and Program must include classroom instruction, behind-the-wheel training under supervision of a qualified instructor, and in-service training. Such training shall include training and familiarization with assigned route(s), fare collection and regional fare policies, and bus stop placement prior to the bus operator's assignment to revenue service.

3.4. The plan and program must provide formal retraining measures, including criteria for determining the success of retraining efforts.

3.5. All vehicle operations personnel must be trained to proficiency, as appropriate for their duties, in assisting passengers with disabilities, including those using mobility aids, in a respectful and courteous way.

3.6. The plan and program must include training in personal safety, including, at a minimum, theft/robbery prevention, violence in the workplace, assault prevention, ADA sensitivity and annual refresher training, and information regarding Contractor responsibilities in NYSDOT's Transit Watch program.

3.7. Persons designated as a "qualified instructor" under the Contract must have a proven, documented record of safe driving; at least two (2) years' experience driving professionally, and a demonstrated ability to provide high-quality customer service.

3.8. Annual retraining measures shall include refresher courses on systems installed on buses, including but not limited to Automatic Vehicle Location (AVL)/Computer-Aided Dispatch (CAD), fare collection system, headsigns and annunciators, WiFi, etc.

4. Minimum Staff Training Requirements

4.1. For operators, Contractor must certify in writing, by name, each individual operator as having satisfactorily completed all requirements and training courses prior to allowing that individual operator to operate a bus in revenue service. This certification requires a minimum of forty (40) hours of training for each operator, full and part-time.

4.2. The minimum forty (40) hours shall include the eight (8) hour minimum National Safety Council Defensive Driving Course or equivalent, with satisfactory scores. It shall also include a minimum of twenty-four (24) hours of wheel time. Each operator shall operate all types of vehicles during training unless designated as only Commercial Driver’s License (CDL) driver or only demand response driver. At least eight (8) hours of classroom instruction shall be performed for the following
categories: 1) passenger relations, 2) accident reporting procedures, 3) radio communication procedures and codes, and 4) ticket handling procedures. An operator may receive up to sixteen (16) hours credit for the road training if the operator has at least one-year of experience in passenger transportation.

4.3. To maintain each individual operator's certification, the Contractor must provide and document annual refresher training of at least eight (8) hours for each operator covering passenger relations, operating procedures, ADA regulations and equipment updating. Additionally, the Contractor's trainer shall conduct and document an on-board evaluation with each operator.

4.4. At a minimum, operator training must comply with the following requirements:
   a. Acquisition of a valid New York State CDL, with a Passenger (P) endorsement and Medical Certificate.
   b. Prior to release to operate in revenue service, operators must have a working knowledge of all assigned routes and procedures. Operators shall drive all routes to which they are assigned under supervision and without passengers before being allowed to drive in service unsupervised.
   c. Prior to release to operate in revenue service, operators must have received the minimum hours of first aid training.
   d. Prior to release to operate in revenue service, operators must have received the minimum hours of ADA Sensitivity Training for working with persons with disabilities.

4.5. Drivers must also meet a 19-A Certification and/or medical examiners’ certificate. These programs are administered by the New York State Department of Motor Vehicles. Please see https://www.dot.ny.gov/divisions/operating/osss/bus/driver for details.

5. ADA Training – The Contractor shall provide initial and annual refresher ADA training to all personnel providing service to the public. All service providers shall be included whether they perform such service on a regular, intermittent, or infrequent basis.

5.1. Drivers must be knowledgeable of on-board ADA securement equipment for wheel chairs and other ADA equipment in the spaces allotted in each vehicle. Drivers must know how to operate the ramp to allow for patrons in need of ramp use to board the vehicle.

5.2. At a minimum, such training shall include Initial and Refresher training, to include:
   a. Lecture on the ADA law with hands-on employee participation and also such other appropriate instructional media (e.g. slides, video, etc.) as may be successfully integrated into the instructional process.
   b. Panel discussion led by persons with disabilities presenting information regarding different types of disabilities.
c. Three full hours of classroom ADA operational training. This training shall include a discussion of various disabilities that present transportation issues, scenarios regarding service to passengers with disabilities, and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative to passengers with disabilities. Included within this training shall be a discussion of:

- Operator responsibilities.
- Equipment and devices currently in use.
- Proper use and securement of such equipment and devices.
- Other matters as the Contractor deems appropriate.

5.3. Field time on the bus with instructors to evaluate operator expertise in boarding, securement, and deboarding of mobility-aid devices and the operator's familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training. For use in hands-on training and hands-on evaluation, the Contractor shall provide a minimum of one (1) of each of the following:

a. A manual wheelchair.

b. An electric device with three or more wheels; e.g., a scooter.

c. An electric wheelchair.

5.4. Annual Refresher Training each year, which shall include the same classroom session as the Initial Training (without the hands-on session).

5.5. A minimum of one hands-on check to evaluate operator expertise in boarding, securement, and deboarding of mobility-aid devices and the operators' familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training. For use in hands-on training and hands-on evaluation, the following must be provided:

a. A manual wheelchair.

b. An electric scooter.

c. An electric wheelchair.

6. Ancillary Training - The Contractor shall assume and pay for all ancillary training (e.g. Going for Green (G4G), Roadeo planning, etc.) not specifically directed or required by NYSDOT.

6.1. The Contractor shall include a defensive driving course in the initial training of bus operators. All operators must successfully complete a defensive driving course at a minimum of once every three (3) years.
6.2. In addition to the training requirements identified above, the operators must obtain sensitivity training related to transporting persons with disabilities.

7. Contractor performance evaluations - The Contractor shall establish a program to conduct in-service evaluations of bus operators employed under this Contract.

7.1. When required, the Contractor's qualified instructor shall ride with an operator to perform an evaluation and re-training, if necessary.

100% of the Contractor’s staff shall complete the training laid out in the Contractor’s Training Plan.
8.16 Attachment 16: Operating Performance Standards (Minimum Requirements)

The following minimum performance standards have been developed by NYSDOT to ensure the delivery of a high-quality transit service. Failure to meet these standards can incur liquidated damages, to be applied to monthly invoices. Exceeding some of these standards is acceptable.

The obligations of the Contractor hereunder shall be subject to force majeure. The Contractor shall not be liable for any failure to perform, or for any delay or cancellation in connection with the performance of any obligation hereunder if such failure, delay or cancellation is due or in any manner caused by the laws, regulations, acts, demands of any governmental authority or by Acts of God, strikes, fire, flood, weather, war, acts of picketing, rebellion, insurrection or terrorism, or any other cause beyond the Contractor’s control.

On-time Performance

1. The Contractor shall be responsible for serving all scheduled stops on-time according to publicly published schedules. A bus is considered on-time if it:

   1.1. Departs no more than 3 minutes after its scheduled departure time at time points that are not more than 20 minutes (scheduled time) distant from the initial terminal (beginning of trip).

   1.2. Departs no more than 5 minutes after its scheduled departure time at time points that are more than 20 minutes (scheduled time) distant from the initial terminal (beginning of trip).

   1.3. Never leaves before its scheduled departure time

2. The on-time performance standard is ninety-two percent (92%) or above. NYSDOT will assess liquidated damages for failure to achieve the performance standard during the course of a calendar month as follows:

   On-time Performance % Liquidated Damage:
   - 91.99% - 90.00% - $1,000.00 per month
   - 89.99% - 87.00% - $1,500.00 per month
   - 86.99% and below - $2,000.00 per month

   If this standard is substantially exceeded, the operator is entitled to incentive payments for exemplary performance. The incentive payments, to be assessed monthly by NYSDOT, are as follows:
On Time Performance Percentages Incentive Payments:

97%-100% - $1,000 per month

3. Embedded in the performance standard are allowances for Global Positioning System (GPS) anomalies, acceptable service delays, incidents/accidents, vehicle breakdowns and schedule adjustments. NYSDOT will not consider adjustments to on-time performance for any of the abovementioned occurrences.

4. A minimum of 1,500 observations per month should be made at timepoints designated by NYSDOT, but not including terminals, to determine on-time percentages.

5. The operator shall not skip any posted stops to improve on-time performance.

6. In addition, for any underperforming route, as defined by any route that achieves less than ninety percent (92%) on-time performance for two consecutive months, the Contractor shall provide NYSDOT an analysis and resolution plan in writing to bring the underperforming routes into compliance.

6.1. The Contractor shall provide NYSDOT the analysis and resolution plan by twenty-one (21) calendar days following the end of the second month of the identified underperforming route(s). The analysis shall include, but not be limited to:

a. an on-time performance report by time point (as obtained from the Vehicle Management System) by route and by assigned bus operators; any route anomalies (e.g. detours, construction, etc.);

b. resource availability (bus operators and vehicles); and passenger load issues that may be contributing to the underperformance of the route(s).

6.2. NYSDOT and the Contractor will meet to review the analysis report and resolution plan, as necessary. If the review identifies route underperformance due to circumstances under the Contractor’s control or noncompliance to Contract requirements, the Contractor will have thirty (30) calendar days from the review date, unless otherwise approved by NYSDOT, to bring the route(s) into compliance.

Skipped Stops

1. The Operator shall not bypass any stops while passengers are waiting.

1.1. NYSDOT will assess liquidated damages of $500 per individual stop bypassed, as observed directly or demonstrated via on-board transit technology.

1.2. A stop bypass that occurs while bus passenger load exceeds a maximum number to be established by NYSDOT will not be assessed liquidated damages. It is the Contractor’s responsibility to demonstrate that this passenger load is exceeded.
1.3. The Operator will report all instances of bypasses due to maximum loads to NYSDOT. NYSDOT may require temporary and permanent schedule adjustments to meet demand, consistent with section 3.1 of this RFP.

Missed/Canceled Trips

1. Missed Revenue Miles: Revenue miles are defined as scheduled miles operated with a vehicle in service and available to the general public with the expectation of carrying passengers.

   1.1. This also includes miles operated due to detours (planned or unplanned). Revenue miles exclude deadhead mileage, vehicle maintenance or bus operator testing, school bus service, charter/special event and/or bus bridge service, and scheduled miles not operated due to unforeseen incidents/accidents (preventable or non-preventable) and vehicle break downs.

   1.2. For purposes of reporting revenue service (miles, hours and trips), the National Transit Database (NTD) definition shall be followed.

   1.3. The Contractor shall implement policies and procedures to monitor service delays, and if necessary, replace or insert a bus to fill in for a portion of a trip to ensure the timely completion of that trip.

   1.4. Buses involved in accidents or mechanical breakdowns must be immediately replaced.

   1.5. Under any of the circumstances described above, the Contractor shall take appropriate action to minimize the disruption of service.

   1.6. Missed revenue miles will be reported on a monthly basis and measured by being divided by the total scheduled revenue miles for the month.

   1.7. The performance standard for missed revenue miles is 0.50% or less. NYSDOT will assess liquidated damages for failure to achieve the performance standard as follows:

   Percent of Missed Revenue Miles Liquidated Damage:
   - 1.0% - 1.5% -$1,000.00 per month
   - 1.6% – 2.0% -$1,500.00 per month
   - 2.1% and above -$2,000.00 per month

Safety Requirements

1. The Contractor shall assign staff and establish a process that complies with the Americans with Disabilities Act of 1990 (ADA), as amended. Contractor staff will provide an effective rescue system when passengers who use a wheelchair or authorized mobility device require a lift or ramp and are stranded due to an inoperable lift, ramp or vehicle. Minimum rescue policy standards for passengers using wheelchairs are:
1.1. If the passenger will be stranded for more than thirty (30) minutes, the Contractor shall rescue the passenger.

1.2. Vehicles that are dispatched for rescue shall attempt to pick up the stranded passenger within 30 minutes of the request for rescue.

The Contractor shall ensure that all managers, operators, road supervisors, and dispatchers are trained annually on rescue procedures, mobility device movement, securement, safety, and passenger sensitivity, as per the ADA training guidelines in Attachment 15 Bus Operations Requirements.

2. As part of the requirements for the New York State Public Transportation Safety Board, the Contractor shall identify staff responsible for the accident reporting to enroll and participate in NYSDOT-sponsored Bus Accident Investigation Training For Identifying Safety Hazards (BAITFISH) and have at least one certified investigator always employed and responsible for reviewing accidents and training protocols for drivers to ensure the highest standard of safety.

3. Total Preventable Accidents per 100,000 Revenue Miles: For reporting purposes, an accident means an occurrence associated with the operation of a vehicle, if as a result: (1) an individual dies; or (2) an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (3) with respect to an occurrence in which the mass transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incur disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle (49 CFR Part 655.4). The term accident does not include an occurrence involving only the boarding or alighting from a stationary motor vehicle (49 CFR Part 390.5).

3.1. A preventable accident is defined as an occurrence involving a motor vehicle that results in an accident in which the bus operator in question failed to exercise every reasonable precaution to prevent it. Preventable accidents shall be recorded by the Contractor on a monthly basis. The performance standard is 3 or fewer preventable accidents per 100,000 revenue miles. NYSDOT will assess liquidated damages for failure to achieve the performance standard as follows:

<table>
<thead>
<tr>
<th>Accident Rate</th>
<th>Liquidated Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-5 per 100,000 revenue miles</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>6-8 per 100,000 revenue miles</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>9 and above per 100,000 revenue miles</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

The Contractor shall be fully responsible for ensuring that vehicles placed into service have all safety items fully operational (e.g. lights, brakes, horn, tires, wheelchair tie downs, seat belts, fire suppression systems, etc.).

4. **Other Requirements**
1. The Contractor shall operate the service using only those vehicles provided by NYSDOT. Unless prior approval has been received from NYSDOT, the Carrier shall be penalized for the use of non-conforming vehicles.

2. Contractor Accessible Features Operation: For each occurrence in which the Contractor puts into service a vehicle with an inoperable ramp/lift, securement devices and/or seat/lap belts, the bus operator refuses to accommodate a passenger request to board or alight a bus utilizing the passenger accessibility ramp (49 CFR Part 37.165), and/or the bus operator refuses to board a passenger with a service animal (49 CFR Part 37.167), NYSDOT will assess liquidated damages in the amount of $500.00 per occurrence.

3. Transit Technology System Operation: On-board, in-shelter, and back office technology [including but not limited to Wi-Fi, automatic vehicle location (AVL), automatic passenger counting (APC), and traffic signal priority (TSP), real-time passenger information (RTPI)] will be critical for a positive customer experience, the smooth operation of the system, and quick and accurate performance reporting. The Contractor shall provide transit technology systems as outlined above, and liquidated damages will be assessed for failure to maintain fully functioning on-board systems. NYSDOT will require on-board systems across the fleet to be operational and functioning as per system specifications at least 97% of the time. This will be measured by assessing reports from the transit technology systems as delivered automatically to the HVTMC. Below that percentage, NYSDOT will assess liquidated damages on a per month basis as follows:

<table>
<thead>
<tr>
<th>Transit Technology Systems Availability Percentages</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>95% to 96.99%</td>
<td>$500.00 per month</td>
</tr>
<tr>
<td>90% to 94.99%</td>
<td>$1,000.00 per month</td>
</tr>
<tr>
<td>89.99% and below</td>
<td>$1,500.00 per month</td>
</tr>
</tbody>
</table>

If this standard is exceeded, the operator is entitled to incentive payments for exemplary performance. The incentive payments, to be assessed monthly by NYSDOT review of transit technology systems availability percentages, are as follows:

<table>
<thead>
<tr>
<th>Transit Technology Systems Availability Percentages</th>
<th>Incentive Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>98% - 98.99%</td>
<td>$2,000.00 per month</td>
</tr>
<tr>
<td>99% – 100%</td>
<td>$3,000.00 per month</td>
</tr>
</tbody>
</table>
8.17 Attachment 17: Fleet Maintenance & Service (Minimum Requirements)

1. Maintenance personnel qualifications and requirements

1.1. Safety sensitive positions: All employees in the contractor's maintenance department that are classified as "Safety Sensitive" as defined by USDOT, FMCSA, NYSDOT or any other governing agency shall be subject to all of the rules and regulations defined under those agency's regulations, statutes or law. Safety sensitive employees include: Mechanics, Mechanic supervisors, service personnel and other vocations within the contractor's organization.

1.2. Driving Record Required Qualifications: All maintenance personnel must have the same driving record qualifications as Bus Operators (Attachment 15: Bus Operations Requirements).

1.3. Other Qualifications:
   a. All bus maintenance personnel must be employees (full or part time) of the Contractor or an authorized subcontractor.
   b. All bus maintenance personnel must have the ability to effectively read, write and speak English.
   c. All bus maintenance personnel must have sensitivity to passenger needs.
   d. All bus maintenance personnel must have the ability to resolve complaints and problems as required.
   e. All bus maintenance personnel must pass a biennial United States Department of Transportation (USDOT) physical exam and be included in a "pool" of safety sensitive positions for random drug and alcohol testing as required by FTA regulations.

1.4. The Contractor shall conduct an annual review, and provide a comprehensive report to NYSDOT by July 15 of each Contract year, of driving records as required by 49 CFR 391.25 to ensure all employees continue to meet the preceding qualifications. Employees failing to meet these qualifications shall not be used to perform services under this Contract.

1.5. For the final year of the Contract the report shall be submitted on the date requested by NYSDOT.

1.6. Mechanic qualifications (The Operator, through its key personnel, is responsible for ensuring that the mechanics meet the following qualifications):

1.6.1. Knowledge and Abilities:
a. Methods, materials, tools, and standard practices related to the maintenance and repair of heavy-duty vehicles and equipment; principles of spark-ignited or diesel powered engines; safety precautions followed in heavy equipment repair shops.

b. Possession of Automotive Service Excellence (ASE) certification as a Master Transit Bus Technician (Tests H1-H8) is desirable.

c. EPA 608 Certification in refrigerant handling and recycling

d. Ability to: use jacks, wrenches, grease guns, hydraulic hoists, cleaning materials and other tools and equipment used in the service and repair of heavy equipment; understand and carry out oral and written instructions; work with other employees in a directed work team environment; conceptualize required work through personal observation or a verbal description and determine what is necessary to obtain quality results; perform computerized work order procedures; pass a job related examination; pass federally required drug and alcohol testing; drive all job-related vehicles and maintain a valid New York State driver's license and CDL as required.

1.6.2. Minimum Qualifications (any one of the following):

a. 3 years of journey-level mechanical work experience OR

b. Completion of a 2-year diesel mechanic vocational course of study plus 2 years journey-level mechanical work OR

 c. Completion of a 4-year diesel mechanic apprentice program.

1.6.3. Special Requirements:

a. Must have the ability to perform the essential functions of the job as described above including the ability to maneuver objects weighing up to fifty pounds.

b. Must meet and maintain physical requirements in order to safely perform all job duties and tasks.

c. Must have the strength to stand for extended periods of time when inspecting buses and making repairs and adjustments.

d. Must be able to walk to various areas of the bay to retrieve parts and spot check buses.

e. Must be able to lift and carry parts, equipment, and materials weighing up to 100 pounds including: fire extinguishers, tire assemblies, barrels of oil, fuel tank drain pans, and various bus parts and components.

f. Must be able to climb approved ladders and scaffolds and maintain balance when working atop bus roofs.

g. Must be able to stoop, kneel, crouch, and crawl when repairing bus floors, walls, etc., and when working underneath buses and in hard to reach spaces.
h. Must be able to reach for tools and parts while working on buses.

i. Requires manual dexterity for making repairs and adjustments on equipment.

j. Requires visual acumen and the ability to see in and distinguish colors.

k. Must be able to hear verbal instructions, announcements, alarms, and horns.

2. Vehicle Maintenance Plan – As part of the larger System safety plan required of transit operations in New York State, the Contractor shall develop, implement and maintain a formal vehicle maintenance plan and program for all vehicles. All vehicle maintenance must be documented, and NYSDOT may audit the Contractor’s compliance with its vehicle maintenance plan and program and its documentation at any time.

2.1. The Contractor is required to update the plan annually and submit to NYSDOT in electronic form for its review.

2.2. An effective maintenance plan and program addresses the unique needs of each type of transit vehicle and the unique characteristics of each operating environment. At a minimum, the plan and program shall:

a. Identify and define goals and objectives, and provide tangible evidence of how they will be achieved;

b. Address and be specific to the current mix of vehicles operated and maintained by the Contractor;

c. Outline procedures for maintaining safety and accessibility equipment including but not limited to all on-board systems;

d. Describe preventive maintenance procedures; and

e. Adhere to manufacturer’s requirements for vehicles and parts under warranty.

3. Vehicle Condition and Maintenance - The Contractor shall provide supervision during all work shifts to ensure that its maintenance technicians and facility workers maintain vehicles and facility equipment in compliance with required specifications.

3.1. The Contractor will be responsible for all maintenance and shall maintain records for same. Maintenance will be performed to OEM standards, NYSDOT’s written instructions, and the Contractor’s Vehicle Maintenance Plan as annually submitted by the Contractor to NYSDOT.

3.2. The Contractor shall perform all routine preventive maintenance, heavy repair, running repairs, and major and minor cleaning necessary to keep NYSDOT-furnished vehicles in a safe, reliable and well-maintained condition, and the Contractor shall ensure that all on-board systems—including automated passenger counters (APC), automatic vehicle location (AVL), Wi-Fi, the destination announcement system and screens and other on-board technology specified in Attachment 26: Vehicle Specification are fully functional and operational.
3.3. The Contractor shall perform all urgent response duties (heavy towing, provision of back-up buses and drivers, etc.) to respond to bus breakdowns and stranded passengers immediately. Failure to rescue passengers stranded for more than 30 minutes—barring circumstances deemed by NYSDOT as extenuating—will result in the following liquid damage assessment:

- 31 – 35 minutes - $500.00 per incident
- 36 – 60 minutes - $1,000.00 per incident
- 61 minutes or more - $1,500.00 per incident

3.4. Preventive Maintenance Inspections (PMI) shall occur at the OEM-recommended intervals and shall include a review of accessibility equipment to ensure proper operation of annunciators, ramps/lifts, securements and seat/lap belts, and destination signs prior to a vehicle being returned to service. Such inspections shall be documented and tracked by the Contractor and randomly audited by NYSDOT.

a. The Contractor shall maintain a ninety percent (90%) or above on-time percentage for vehicle PMI scheduled and completed. This is measured as not beyond 10% from the OEM-required interval.

b. PMI will be based on the life to date mileage of the vehicle. Maintenance actions shall be based on time intervals, mileage intervals, or a combination of mileage and time intervals. The Contractor shall track and record these inspections.

3.5. The Contractor, at its sole cost, shall maintain the vehicles, including tires, in the same operating condition and appearance in which the vehicles are purchased, subject to reasonable wear and tear based on mileage and age and without any additional cost to NYSDOT beyond the Contractor’s operational service period per mile rate cost to NYSDOT. Replacement tires are to be OEM quality or a grade better and shall be provided by the Contractor. Retreads are permitted under the following requirements: (a) tested by non-destructive testing equipment and computer-controlled machinery including, but not limited to, laser shearography; (b) new casings shall be retread no more than two times; and (c) retread tires are only to be used on the center and rear axles of passenger-carrying vehicles. No tire patching or plugs will be accepted.

3.6. The Contractor shall be fully responsible, without exception, for ensuring that vehicles placed into service:

a. Have a pre-trip inspection performed to ensure that the vehicle is safe before leaving the facility and entering into revenue service (49 CFR Part 392.7), including a complete cycling of the wheelchair ramp as required by the original equipment manufacturer and a post-trip inspection (and post-trip inspection documentation) performed at the completion of each day’s work (49 CFR Part 396.11).

b. Have fully operational air conditioning, wheelchair ramps and lifts, securement belts, flip seats, radios, CCTV, APCs, destination signs, Wi-Fi, AVL, RTPI, and any other on-board systems required for service (specified in Attachment 23: Technology Specification and Attachment 26: Vehicle Specification)
c. Have all certifications current including NYSDOT semi-annual annual inspection requirements, emissions, fire suppression systems, and fire extinguishers. The Contractor shall be responsible for all associated costs of the aforementioned testing and certification requirements.

d. Are marked on both sides of the vehicle as required by 49 CFR Part 390.21. The Contractor shall be responsible for the cost of applying the markings to each revenue vehicle.

e. Be free of body and decal damage, have no missing or unpainted panels, any defects, flats, curbing, or missing lugs, and with wheels and tires at proper inflation.

f. Be free of graffiti. The Contractor shall take all necessary steps to address graffiti on the interior and exterior of revenue vehicles.

g. All parts must be properly attached using the same number and quality fasteners as installed by the OEM.

h. Maintain a clean appearance of both the exterior and interior of the vehicle while in service at all times.

3.7. If any revenue vehicle fails to comply with these standards, NYSDOT will assess liquidated damages in the amount of $500.00 per occurrence.

4. Monthly Vehicle Inspections – In addition to the semi-annual NYSDOT bus inspections, all revenue vehicles must be inspected on a monthly basis to ensure they are in good working order. These inspections shall be undertaken by a qualified vehicle mechanic employed by the Contractor, and a record of inspections shall be submitted monthly to NYSDOT.

5. Servicing - The Contractor shall provide supervision to ensure service personnel maintain vehicles to the required specifications. Vehicles returning from revenue service must be serviced as described below:

5.1. Vehicles must be fueled and serviced by the Contractor; oil, transmission, coolant levels, and windshield washer fluid checked and added, if necessary, with all tasks being recorded daily.

5.2. Vehicle floors must be swept and mopped. Buses must not be hosed out for cleaning. Operator’s area must be wiped down, including, but not limited to, dash controls, dash board, above the operator area and along the front dashboard.

5.3. Vehicle interiors and exteriors must be cleaned to maintain the vehicle in a clean, dust-free, and professional appearance. Interiors must be wiped down to achieve cleanliness of the entire vehicle interior. The vehicle exterior must be kept clean with special attention given to the rear of the vehicle. Vehicles used in revenue service must go through the bus wash bay a minimum of once per week or as often as necessary to maintain the vehicle in a clean and professional appearance.

5.4. Vehicle rims must be cleaned as often as necessary to maintain the vehicle in a clean and professional appearance.
5.5. All passenger and operator seats must be shampooed twice per year or at the discretion of NYSDOT following inspection.

5.6. Every thirty (30) days, a detailed, intense cleaning of the interior and exterior must be performed. Detailed cleaning involves such areas as engine compartments, wheels, back-ends, and underbody. Detailed interior cleaning must address the entire interior. The intent is to have twelve-yearly intensive cleanings per vehicle at consistent intervals. This listing will be provided to NYSDOT upon request.

5.7. If any revenue vehicle fails to comply with the standards outlined above regarding appearance or cleanliness, NYSDOT will assess liquidated damages in the amount of $500.00 per occurrence.

6. Body Work – The Contractor shall be responsible for all vehicle body repair work and painting. All body work and painting must be performed to industry best standards or OEM specifications. No vehicle may be run in revenue service with any type of major body damage. This standard includes large dents, cracked glass, and major scratches to any surface of the vehicle.

7. Total Miles between Road Calls – A road call is any disruption of service caused by a mechanical failure which results in the dispatch of a maintenance or supervisory vehicle to correct and/or the removal or replacement of the motor vehicle while in revenue service. Such mechanical failures shall not include those caused by issues related to passenger incidents and non-preventable accidents. The Contractor shall document total miles (deadhead and revenue) as recorded between road calls on a monthly basis. The performance standard is 12,000 total miles or above between road calls. NYSDOT will assess liquidated damages for failure to achieve the performance standard as follows:

Total Miles Between Road Calls Liquidated Damage:
- 10,999 – 9,000 - $1,000.00 per month for each bus
- 8,999 – 7,000 - $1,500.00 per month, for each bus
- 6,999 and below - $2,000.00 per month, for each bus

If this performance is exceeded by 95% of the fleet with 12,000 miles between road calls, the incentive payments, to be assessed monthly by NYSDOT review of total miles between road calls, are as follows:

Total Miles Between Road Calls Incentive:
- 12,000 – 12,999 - $2,000.00 per month for the fleet
- 13,000 – 13,999 - $3,000.00 per month for the fleet
- 14,000 and above - $1,500,004,000.00 per month for the fleet

8. Vehicle Storage and Maintenance Facility (ies) – The Contractor is responsible for providing a vehicle storage and maintenance facility (ies) with capacity for the required LHTL vehicles.

8.1. In addition to the requirements outlined in Section 4.4.4, this/these maintenance facility (ies) must be required to have associated with it/them the following key factors:
a. Space for the revenue vehicles required to operate the service;
b. Space to accommodate staff and visitors’ personal vehicles;
c. Space for a general lobby and customer service activities to occur;
d. Cash handling room with security surveillance.
e. Space for employee training;
f. Space for employee breaks;
g. Space for separate gender changing rooms, with uniform/personal storage, as well as showers and bathrooms adequate to serve current desired staffing levels, as well as the anticipated growth the system may encounter during the timeframe of this Contract;
h. Adequate maintenance equipment to perform all necessary preventive maintenance and major vehicle maintenance issues (aside from painting and structural needs);
i. A backup generator to ensure power delivery for all essential technological/maintenance equipment and personnel to keep transit services operating at required levels during any sustained power outage or disruption;
j. An electronic, keyless, security badge entrance system (either card swipe or RFID key/card technology), distributed to Contractor staff only;
k. A property perimeter with some type of fencing or barricading in place to provide security for vehicles and staff at all times. Video surveillance is also required inside and outside the building that ensures all parked vehicles are within range of recordings.

8.2. If the proposed property is missing any of these key elements, it is expected that the Contractor work with the property owner to meet these requirements.
8.18 Attachment 18: Customer Satisfaction

1. Customer complaints, comments, commendations - The Contractor’s customer service staff shall coordinate all inquiries or complaints received from any and all individuals.

   1.1. All inquiries, complaints or commendations shall be recorded on a permanent customer comment form.

   1.2. Detailed questions and all complaints must receive follow-up responses to customers within two business days from when the question or complaint is received.

   1.3. Detailed questions and all complaints must be resolved or otherwise closed within seven business days from when the question or complaint is received.

   1.4. Any complaints received through the offices of the Governor, NYSDOT, or NYSTA about the service must be coordinated by the Contractor’s staff through NYSDOT and must be responded to within 24 hours.

   A comprehensive report must be provided to NYSDOT monthly, showing a summary of all customer communication (both received and sent). The report must be organized by the customer comment category (as defined by contractor), date and customer name or employee name. Follow up action taken to address concerns must be specified in each report. All complaints more than two business days old which have not resulted in a follow up response (telephone or written) to the customer, and complaints more than seven business days old which have not resulted in a completed investigation and closeout must be listed separately and forwarded to NYSDOT. The performance standard is to have no more than five occurrences on this list per month.

2. Customer Service Training – The Contractor will implement an effective and proven customer service training program on a consistent basis throughout the year. All CRC staff and bus drivers must have hands-on learning and quality class exercises to ensure customer service is trained at a high level and relayed to the transit passengers each and every day.

3. Lost and Found Policy – The Contractor is responsible for the retrieval and storage of customer items left on revenue vehicles

   3.1. The Contractor shall make a reasonable attempt to identify and return lost items to the passenger the same day found. When it is not possible to return the item, the Contractor shall:
   a. Tag the item and note the route, trip number or location where the item was found, date found;
b. Include name of person turning in the item; a brief description of the item; and

c. Maintain a log of lost and found items.

3.2. The Contractor shall provide a location for customers to pick up lost items, whether it is the vehicle maintenance and storage facility or the CRC. This facility must be available from 9am to 5pm, Monday – Friday, at a minimum.

4. Customer Satisfaction Survey – The Contractor shall secure a third-party vendor to conduct a quarterly survey of a random sample of bus riders to gauge their satisfaction with the transit service. Survey questions will be approved by NYSDOT in advance of survey administration, and responses will be delivered from the third party directly to NYSDOT.

Results from a minimum number of passengers shall be compiled to produce Customer Satisfaction Index (CSI) scores. CSI scores are compiled quarterly, and the Carrier will receive incentive payments for achieving target scores. Incentive payments shall be made as follows:

   a. Base Targets are NYSDOT’s expectations of satisfactory CSI score results for the period.

   b. Stretch Targets are NYSDOT’s expectations of superior CSI scores for the period.

CSI Incentives:

   a. Achievement of Base Target - $1,000.00 per quarter

   b. Achievement of Stretch Target - $2,000.00 per quarter
8.19 Attachment 19: Stop and Shelter Maintenance

1. The Contractor is responsible for the maintenance of all LHTL stops and shelters.

2. General Conditions – The Contractor (or its subcontractor) will maintain these stations on a twice weekly basis to appear neat, clean, and free of graffiti. The station areas will be kept free of dangerous and hazardous materials such as broken glass, bottles and cans or other materials, which could be a threat to public health or safety. Trash and recycling containers as applicable will be emptied twice weekly or as necessary.

   2.1. At least once each month, shelter seating areas will be wiped down and exterior windows and walls will be washed.

   2.2. Where applicable, lawns, landscaped areas, and irrigation systems will be maintained and cleared of litter. Snow and ice will be removed in a timely manner.

The Contractor will also be responsible for maintaining the functionality of all on-time information regarding bus arrival and departure and for the technological aspects of the shelter (including WiFi, real-time passenger information and off-board fare payment machines).

3. The stations that are anticipated to be maintained by the Contractor are detailed in the following table:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Stop</th>
<th>Stop/Intersection Improvement Location</th>
<th>Shelter Type</th>
<th>Benches (In Shelter)</th>
<th>Sides</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffern</td>
<td>Chestnut St</td>
<td>Hallet St at Chestnut St</td>
<td>Double</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>Airmont</td>
<td>Airmont Rd at Rt 59</td>
<td>Airmont Road / NY 59</td>
<td>Single</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Monsey</td>
<td>Monsey Park &amp; Ride</td>
<td>Park and Ride Lot on NY-59</td>
<td>Double</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Spring Valley</td>
<td>Spring Valley Transit Center</td>
<td>Franklin St at Municipal Plaza</td>
<td>Double</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Nanuet</td>
<td>Exit 14 Park &amp; Ride</td>
<td>NY 59 at Forman Dr</td>
<td>Double</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>West Nyack</td>
<td>Palisades Center Park &amp; Ride</td>
<td>Palisades Center Dr (northwest corner of mall) - Lot J</td>
<td>Refurbish Existing</td>
<td>Yes</td>
<td>Refurbish Existing</td>
</tr>
<tr>
<td>West Nyack</td>
<td>Palisades Center Macy’s</td>
<td>Palisades Center Dr at NY 59</td>
<td>Single</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>Nyack</td>
<td>Central Nyack</td>
<td>NY 59 at Mountainview Ave (EB)</td>
<td>Single</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Location</td>
<td>Station</td>
<td>Road/Address</td>
<td>Type</td>
<td>Description</td>
<td>Condition</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------</td>
<td>-------------------------------</td>
<td>-------</td>
<td>-----------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Nyack</td>
<td>Central Nyack</td>
<td>NY 59 at Mountainview Ave (WB)</td>
<td>Single</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Nyack</td>
<td>Downtown Nyack</td>
<td>Franklin St at Artopee Way</td>
<td>Single</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>Nyack</td>
<td>Downtown Nyack</td>
<td>EB Artopee Way at Franklin St</td>
<td>Double</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>South Nyack</td>
<td>South Nyack</td>
<td>S. Franklin Ave Extension at 9W (EB)</td>
<td>Single</td>
<td>No</td>
<td>Open</td>
</tr>
<tr>
<td>South Nyack</td>
<td>South Nyack</td>
<td>S. Franklin Ave Extension at 9W (WB)</td>
<td>Single</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Tarrytown</td>
<td>Tarrytown / NY 119</td>
<td>EB S Broadway at NY 119</td>
<td>None</td>
<td>N/A</td>
<td>None</td>
</tr>
<tr>
<td>Tarrytown</td>
<td>Tarrytown / NY 119</td>
<td>WB S Broadway at NY 119</td>
<td>Single</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>Tarrytown</td>
<td>Tarrytown MNRR Station</td>
<td>Depot Plaza</td>
<td>Double</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>White Plains</td>
<td>Westchester County Center</td>
<td>Tarrytown Rd at Central Ave (EB)</td>
<td>Single</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>White Plains</td>
<td>Westchester County Center</td>
<td>Tarrytown Rd at Central Ave (WB)</td>
<td>Single</td>
<td>Yes</td>
<td>Ad Panel</td>
</tr>
<tr>
<td>White Plains</td>
<td>Main Street at Bank Street</td>
<td>Main Street at Bank Street</td>
<td>Single</td>
<td>Yes</td>
<td>Wind Screen</td>
</tr>
<tr>
<td>White Plains</td>
<td>White Plains MNRR Station</td>
<td>Hamilton Ave at Ferris Ave</td>
<td>Single</td>
<td>Yes</td>
<td>Open</td>
</tr>
<tr>
<td>White Plains</td>
<td>Galleria Mall at Main St</td>
<td>Main St at Court St</td>
<td>Single</td>
<td>Yes</td>
<td>Open</td>
</tr>
<tr>
<td>White Plains</td>
<td>Martine Ave at MLK Blvd</td>
<td>Martine Ave at MLK Blvd</td>
<td>Single</td>
<td>Yes</td>
<td>Open</td>
</tr>
<tr>
<td>White Plains</td>
<td>Main St at Broadway</td>
<td>Main St at Broadway</td>
<td>Single</td>
<td>Yes</td>
<td>Open</td>
</tr>
</tbody>
</table>

This station list is subject to change based on the final service plan.

4. NYSDOT will designate inspectors (either NYSDOT staff or a third-party vendor) to verify that stations are being maintained as described in this section.

4.1. In the event that a designated inspector asserts, based on personal observation, or is presented with photographic or other evidence, that a station is not being maintained as described in this section, NYSDOT shall notify the Contractor of the alleged situation within two (2) business days via either electronic mail or the contact information provided, supplying any related supporting information or photographs.

4.2. Upon receipt of notice from NYSDOT that a station is not being maintained as described in this section, the Contractor shall have three (3) business days to verify the reported conditions, remedy the situation, and inform NYSDOT of its actions. The Contractor will take reasonable steps to ensure public safety and protect property before and while remedying the situation.
5. In the event that the Contractor does not remedy the situation and inform NYSDOT within three (3) business days of being notified, liquidated damages will be collected for the amount of $200.00 per day per unremedied station maintenance/repair.
8.20 Attachment 20: Reporting Requirements

1. The Contractor is required to provide a number of real-time, monthly, quarterly, and annual reports on the operation of the LHTL service to NYSDOT, as follows:

<table>
<thead>
<tr>
<th>Report Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real time bus occupancy</td>
<td>To feed into ICM system</td>
</tr>
<tr>
<td>Real-time bus location</td>
<td>To feed into ICM system</td>
</tr>
<tr>
<td>Passengers by Route</td>
<td>To feed into ICM system</td>
</tr>
<tr>
<td>Passengers by Trip</td>
<td>To feed into ICM system</td>
</tr>
<tr>
<td>Invoice</td>
<td>Monthly</td>
</tr>
<tr>
<td>Operating Statement</td>
<td>Monthly</td>
</tr>
<tr>
<td>Monthly Management Report</td>
<td>Monthly</td>
</tr>
<tr>
<td>Vehicle Accident Summary Report</td>
<td>Monthly</td>
</tr>
<tr>
<td>Safety and Security Incident Report (NTD)</td>
<td>Monthly</td>
</tr>
<tr>
<td>Road Call Report</td>
<td>Monthly</td>
</tr>
<tr>
<td>Vehicle Mileage Report (Incl. Missed Revenue Miles)</td>
<td>Monthly</td>
</tr>
<tr>
<td>Farebox Probe/Cash Box Report</td>
<td>Monthly</td>
</tr>
<tr>
<td>Application User Account Validation Report</td>
<td>Monthly</td>
</tr>
<tr>
<td>Wheelchair Lift Status</td>
<td>Monthly</td>
</tr>
<tr>
<td>APC System Status</td>
<td>Monthly</td>
</tr>
<tr>
<td>Mobile Radio Failure Status</td>
<td>Monthly</td>
</tr>
<tr>
<td>GPS Failure Status Report</td>
<td>Monthly</td>
</tr>
<tr>
<td>Customer Complaint Report</td>
<td>Monthly</td>
</tr>
<tr>
<td>Vehicle Inspection Report</td>
<td>Quarterly</td>
</tr>
<tr>
<td>DBE Utilization Report</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Required Training Update Report</td>
<td>Quarterly</td>
</tr>
<tr>
<td>On-Time Performance Reporting</td>
<td>Quarterly</td>
</tr>
<tr>
<td>National Transit Data Report</td>
<td>Annually</td>
</tr>
<tr>
<td>Management Information System Report</td>
<td>Annually</td>
</tr>
<tr>
<td>MVD Report</td>
<td>Annually</td>
</tr>
<tr>
<td>Review of Driving Records</td>
<td>Annually</td>
</tr>
<tr>
<td>Transit Application Plan</td>
<td>Annually</td>
</tr>
<tr>
<td>Vehicle Engine Tune Up Report</td>
<td>Annually</td>
</tr>
<tr>
<td>Audited Financial Report</td>
<td>Annually</td>
</tr>
<tr>
<td>Utility Costs</td>
<td>Annually</td>
</tr>
<tr>
<td>Employee Receipt of NYSDOT AR 1.63 and 1.84</td>
<td>Annually</td>
</tr>
<tr>
<td>Policy/Plan</td>
<td>Due Date</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Substance Abuse Prevention Policy</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>Fare Revenue Policy</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>Facility Custodial Service Schedule</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>Facility Emergency Response Plan</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>Continuity of Operations Plan</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>Vehicle Maintenance Plan</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>Customer Service Plan</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>Equal Employment Opportunity/Affirmative Action Plan</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>Risk Control and Safety Plan</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>Bus Operator Training Plan and Program (including ADA training)</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>ADA and Title VI Complaint Resolution Plan</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>Vehicle Idling Policy</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>Fuel Inventory Control Procedure</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>NYSDOT Provided Equipment Maintenance Program</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>IT Contacts</td>
<td>Due Within 90 Days of Startup</td>
</tr>
<tr>
<td>Environmental Management Program</td>
<td>Due Within 90 Days of Startup</td>
</tr>
</tbody>
</table>

2. Failure of the Contractor to provide the above reports complete and within 10 calendar days after the end of the month (or at the annual or initial due date from startup) will result, at NYSDOT’s discretion, in liquidated damages of $50.00 for that specific report.
8.21 Attachment 21: Preferred Transit Service Plan (Minimum Requirements)

8.21.1 LHTL Background Information

The Lower Hudson Transit Link (LHTL) Program delivers the adopted transit vision for the I-287/Thruway Corridor in Rockland and Westchester Counties.

The project will introduce a coordinated, high-quality, regional transit system to serve trips between Rockland County and Westchester Counties and facilitate seamless connecting service to and from Manhattan. The system will conveniently connect major concentrations of residential, employment, commercial, entertainment, medical, and educational land uses and provide key connections to existing bus (Transport of Rockland and Westchester Bee-Line) and rail (Metro-North and NJ Transit) systems.

The package of improvements included in the LHTL program is informed by the short-term improvement recommendations made by the Mass Transit Task Force (MTTF), a 31-member body convened by Governor Andrew Cuomo, the New York State Thruway Authority (NYSTA), and the New York State Department of Transportation (NYSDOT) in December 2012. Comprised of key stakeholders from around the region, as well as planning and transportation professionals, the MTTF built upon previous planning efforts to make transit recommendations for the I-287 corridor that best meet the needs of the region.

The LHTL will be rolled out progressively over time, with each phase expanding upon the previous phase’s span of service. This Preferred Transit Service Plan defines the need for enhanced regional transit service, outlines service objectives, and defines potential routes for the first phase of the LHTL program.

It is recognized that this service plan is subject to change based on the ability of a contractor to provide the service while remaining within a maximum acceptable cost for services as defined by NYSDOT.

Methodology

To inform a Preferred Transit Service Plan for the LHTL Program, the project team:

- Conducted an analysis of existing conditions along the corridor, studying current ridership demand, travel patterns, key origins and destinations, and complementary local and regional transit services;
- Surveyed transit research organizations and peer transit operators to design service levels and objectives for the system; and
- Undertook an extensive stakeholder engagement effort to gather technical, political, and community input into the design of the transit service.
Each of these processes is described in detail herein.

**Additional Background and Existing Conditions**

Rockland and Westchester Counties make up the northern suburbs of New York City. While they mostly experienced major population growth and development throughout the 20th century, development did not consist entirely of stereotypical “sprawl”. The corridor is home to distinct centers that are connected by local, state, and federal roadways, many running east-west. However, transportation options, especially public transit options, are limited, and the need for improved service and better access is growing.

Since they are suburbs of New York City, the counties do have a large number of Manhattan-bound commuters, but they also have their own robust local economies and a shared regional economy with major employment centers on both sides of the Hudson River. Key destinations include Suffern, Spring Valley, the Palisades Mall, and Nyack in Rockland County and Tarrytown and White Plains in Westchester County, with less trafficked destinations interspersed between.

8.21.1.1 Roadway Network

The LHTL program focuses on the east-west corridor between Rockland and Westchester counties, including the New York State Thruway (I-87/287) and parallel state highways (see Figure 1)

![Figure 1: Primary east-west corridors serving Rockland and Westchester Counties](image)

I-87/I-287 connects Rockland and Westchester Counties by way of the existing Tappan Zee Bridge (TZB), which is due to be replaced with the New NY Bridge (NYYB) in 2018. Two key
parallel routes in this corridor are Route 59 in Rockland County and Route 119 in Westchester County, both of which host large concentrations of commercial development and carry traffic on both local and longer-distance trips. All three of these routes will be utilized for the LHTL system.

8.21.1.2 Existing Transit Network

The MTA Metro-North Railroad (MNR) provides key connections to Manhattan on both sides of the Hudson River. West of the Hudson, this consists of the Main/Bergen-Port Jervis Line (running through Suffern) and the Pascack Valley Line (originating in Spring Valley), both of which terminate at Hoboken Terminal in New Jersey and are operated by NJ Transit under contract to MNR. On the east side of the Hudson, MNR runs service on the Hudson Line (running through Tarrytown), the Harlem Line (running through White Plains, and the most frequent of the lines), and the New Haven Line. All three of these lines terminate at Grand Central Terminal in Manhattan.

Trans-Hudson bus service along the I-87/I-287 corridor is currently provided by the Tappan Zee Express (TZx), contracted out by Transport of Rockland (TOR). The TZx connects to Manhattan-bound MNR trains and serves intercounty trips with stops at Tarrytown and White Plains, running almost 20 different route variations.

Intra-county bus service is provided by TOR and the Westchester Bee-Line. TOR operates ten bus routes, and Bee-Line operates more than 50 on roads that either use or intersect with the project corridors. The Bee-Line carried 32.7 million passengers in 2013, with the highest daily ridership along the Central Avenue corridor. The TOR system, including TZx, carried approximately 3 million riders in 2014, with about one-third of those trips ending along the Route 59 corridor. The TZx alone carried approximately 361,000 passengers in 2015, with Palisades Center capturing the highest share of boardings (see Figure 2).
8.21.1.3 Existing Travel Patterns

The New York Metropolitan Transportation Council’s (NYMTC) Regional Household Travel Survey (RHTS), released in 2013, provides a comprehensive assessment of regional travel patterns, estimating travel flows for different transportation modes and trip purposes.
The survey shows that the majority of trips (both work trips and all trips) take place within each county. But what also emerges is that more trips (both work trips and all trips) take place between Rockland and Westchester than between Rockland and Manhattan (though Manhattan is still a large generator of trips from Rockland County). In addition, travelers in the Rockland-Manhattan Corridor often use the Rockland-Westchester Corridor to access Manhattan, making this an even more important link between the two counties. Conversely, Westchester-to-Rockland work travel is a very small proportion of overall travel originating from Westchester County. This data is represented in Figure 3 above.

Rockland-to-Westchester work travel generally moves across the TZB and towards concentrations of jobs in White Plains, Elmsford, Tarrytown, and Valhalla (as illustrated in Figure 4).
Figure 4: Work trip destinations for Rockland residents

TZx ridership data shows that eastbound travel is concentrated between the hours of 6–9am, while westbound travel is concentrated between 4–7pm (Figure 5).
8.21.1.4 Fares

Transit systems in the region utilize a number of legacy fare collection technologies, all of which cause varying amounts of delay from boarding passengers paying their fare. The MTA’s MetroCards are the standard smart card for the region, as a large number of travelers in Rockland and Westchester counties also travel into the five boroughs of New York City for work or leisure. The MetroCard itself was originally due to be replaced in 2012 but the project is currently delayed until at least 2022. The MTA has released an RFP to replace the MetroCard with a future technology accepting near-field communications (NFC) links from contactless bank cards, smartphones or any other mobile devices, or MTA-issued smart cards. Westchester Bee-Line currently utilizes MetroCards on its system (it accepts cash as well), and will be transitioning to a new system in line with the MTA’s phase out of the MetroCard.

Transport of Rockland utilizes cash fareboxes, alongside a variety of student passes, Metro-North UniTickets, and pre-paid multi-trip discount tickets. Current fare levels for the TXz service are as follows:
### TZx Fare Type Costs

<table>
<thead>
<tr>
<th>Fare Type</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Fare</td>
<td>$3.00</td>
</tr>
<tr>
<td>Standard Transfer</td>
<td>$1.00</td>
</tr>
<tr>
<td>Senior Citizen / Disabled Fare</td>
<td>$1.50</td>
</tr>
<tr>
<td>Senior Citizen / Disabled Transfer</td>
<td>$0.50</td>
</tr>
<tr>
<td>SuperSaver Tickets - Strip of 10 (TZx Fare = 2 tickets)</td>
<td>$11.00</td>
</tr>
<tr>
<td>R.C.C./Dominican/STAC Student Discount Bus Pass (4-month Semester)</td>
<td>$60.00</td>
</tr>
<tr>
<td>Monthly Metro-North/TZx UniTicket (as of 3/22/15)</td>
<td>$360.00</td>
</tr>
<tr>
<td>Weekly Metro-North/TZx UniTicket (as of 3/22/15)</td>
<td>$116.00</td>
</tr>
</tbody>
</table>


According to 2015 ridership data from Rockland County, over 40% of customers pay the higher cash fare, and 11% are transferring from another service. The remaining 45% use a bus pass or multi-trip ticket of some sort. 25% of riders are UniTicket users, meaning they purchase a monthly combination fare with MTA Metro-North, a percentage that is expected to remain steady in the future. 18% of riders use the ‘Super-Saver’ tickets, available by mail from the Rockland County Department of Transportation or from various retailers in the County. Nearly 2% of riders utilize the student discount bus pass, available for students at Rockland County College, Dominican College, and St. Thomas Aquinas College.

### 8.21.2 BRT Transit Service Objectives (Minimum Requirements)

A detailed planning process has been conducted to determine minimum LHTL service requirements for the BRT project. A key output is a set of Transit Service Objectives, which provides the basis for the service specifications set forth in this Transit Service Plan. These standards are based on guidance promulgated through research organizations, non-profit institutes, and observations of peer transit operators. The Service Objectives are based on six key passenger-serving concepts:

- Safety
- Reliability
- Frequency
- Span of Service
- Speed
- Access

8.21.2.1 Safety

*Safety* is always the highest priority and ensures that passengers (and others) will not be harmed, harassed, or otherwise endangered when riding. Safety is a policy priority.

**LHTL Service Objective: 100% of trips completed without incident**

8.21.2.2 Reliability

*Reliability* means “living up to the intent of the schedule” – either through on-time operation or headway adherence. Transportation Research Board (TRB) studies\(^\text{11}\) show that “arrival at intended time” is perceived as the second most important travel attribute for work trips (after safety).

**LHTL Service Objective: 92% on-time performance**

8.21.2.3 Frequency

*Frequency* means that the bus needs to operate at least every 15 minutes for it to be considered a convenient, “turn-up-and-go” option by most potential customers, as identified by the Transit Capacity and Quality of Service Manual.\(^\text{12}\) Frequencies (scheduled bus arrivals) between 11 and 15 minutes are identified as relatively frequent service, allowing the maximum desirable wait time for the next transit trip (allowing for random arrivals).

It should also be noted that based upon studies of travel behavior, most travel demand models assign a larger penalty to wait time than to in-vehicle time—typically a factor of four, meaning that a minute spent waiting for the bus is perceived by the customer as four times longer than a minute spent on the bus.

**LHTL Service Objective:**

- Peak service frequency (on average during peak commute hours) – 15 minutes
- Off-peak service frequency – 30 minutes

8.21.2.4 Span of Service

*Span of Service* refers to the total operating hours of the transit service. Changes to service span appear to have about the same elasticity of demand as frequency changes; however, the research is not consistent, and the case studies often include additional service improvements, making precise comparisons difficult. The Transit Capacity and Quality of Service Manual defines the ranges of service span as follows:


Service Span | Passenger Perspective
--- | ---
> 18 hours | Full range
15-18 hours | Broad range
12-14 hours | Work based
7-11 hours | Slightly inflexible
4-6 hours | Peak only
< 4 hours | Little flexibility

**LHTL Service Objective:** 20 hours of daily service (4am–midnight)

8.21.2.5 Speed

*Speed* impacts both passenger acceptance and operator cost. As the transit vehicle schedule speeds increase (and transit trip times decrease), costs are reduced, and passenger volumes usually increase. However, passengers value in-vehicle time less than waiting time, so if trade-offs occur, frequency is more important than fast service.

Speed is a function of in-vehicle time (time spent traveling from one stop to another) and terminal (or stop) time. Terminal time includes deceleration, dwell time, and acceleration and can include associated delays with reentering traffic, including signal delay. Dwell time is a function of door cycling (opening and closing), passenger boarding time, and fare collection.

**LHTL Service Objective:**
- Thruway/highway minimum speed – 40 mph
- Arterial minimum speed – 18 mph

8.21.2.6 Access

*Access* focuses on the ability of passengers to access the transit system. There is a tradeoff between access and speed; the more stops/stations on the transit service, the slower (and often less reliable) the transit service becomes. For instance, while the wide spacing of stops in a commuter rail system allows trains to quickly travel long distances, passengers often must travel long distance to reach a stop and board a train. On the other hand, the frequent stops characterizing local downtown bus service offer easy access to the system but slower travel times.

BRT stop spacing must strike an appropriate balance between customers’ desires for access to multiple destinations and for fast point-to-point service at a speed competitive with automobile travel. These needs can be met through a combination of local and express stop spacing, with factors such as density of destinations, ridership levels, area walkability, and intermodal accessibility influencing stop locations.

**LHTL Service Objective:**
- Local area stop spacing – 0.2–2.0 miles
- Express area stop spacing – 5.0–12.0 miles

### 8.21.3 Stakeholder Engagement (Background)

In addition to laying the groundwork for a transit service with the MTTF, the LHTL project team conducted an extensive campaign of stakeholder engagement to help guide further transit planning decisions. The engagement strategy was designed to synthesize technical expertise with local knowledge of community needs and concerns. To do so, the team sought input from stakeholders in the corridor including state, regional, and municipal governments; transit users; and the general public by organizing a number of different forums:

- **Executive Committee** – includes representation from NYSDOT, the New York State Thruway Authority (NYSTA), the Governor’s Office, and consultant team project management lead personnel. This group oversees the progress of the LHTL and is responsible for making high-level decisions and, ultimately, for the success of the project.

- **ICM Strategy Group** – takes on policy-level discussions of issues related to overall project management and delivery, corridor management, technology, transit and traffic operations, and the implementation of major project elements.

- **Transit Working Group (TWG)** – discusses issues around vehicle procurement, the intersection between ICM and transit, the implementation of transit infrastructure, and service planning in the corridor.

- **Technical Advisory Committee (TAC)** – resolves technical issues and receives feedback on items such as operations in the corridor. There is one TAC in Rockland County and one in Westchester County.

- **General public** – kept informed throughout the project process via public events (open houses, workshops, and community meetings), as well as general project outreach, including newsletters and monthly updates to the project website. An email contact database will be maintained and supplemented during the project through additions from meeting sign-in sheets and NYSDOT website comment forms.

### 8.21.4 Additional LHTL Program Objectives

A successful LHTL program will link the region along an east-west corridor:

- An optimized bus rapid transit (BRT) system (minimum requirements plus any ‘Day 1’ enhancements; future BRT optimization TBD);

- New bus shelters with unified branding; improved pedestrian connections; amenities, including real-time bus arrival information; and off-board ticket vending/fare collection;

- Signal upgrades along New York State Routes 59 and 119 with technology-focused improvements, including transit signal priority and intelligent signal...
control, to provide better operating conditions for transit and to allow the operators to predict, adapt, and respond to changing traffic conditions;

- Ramp metering and queue jump lanes along I-287 to stabilize mainline vehicle flows and allow buses to move past vehicle queues, increasing transit reliability, and the investigation of transit queue jump lanes along Routes 59 and 119; and

- Integrated Corridor Management (ICM) technology and systems along I-287 and Route 59 in Rockland County and Route 119 in Westchester County, including enhanced traveler information; advanced monitoring and control equipment to give both the public and all operational partners (NYSDOT, NYSTA, transit operators, etc.) a greater awareness of traffic conditions and incidents along the enhanced transit corridor; and the ability to rapidly respond to changing conditions. The operation of the ICM system will require all partner agencies and operators to be integrated at the Hudson Valley Transportation Management Center (HVTMC) in Hawthorne, NY.

The operator for the LHTL BRT transit service is expected to deliver a turnkey and expandable solution for NYSDOT in Rockland and Westchester counties. This Preferred Transit Service Plan describes the envisioned first phase of the service. The actual service plan may be adjusted based on the ability of the operator to provide the service within cost constraints. The system is expected to expand in the future, as ridership and available funding allow.

8.21.5 Preferred Service Plan (Minimum Requirements)

The system map above shows the selected routes for the LHTL service, which defined the RFP’s minimum BRT service route requirements. The LHTL routes are designed to provide both intra-
and inter-county service between key destinations in Rockland and Westchester Counties. Routes terminate in White Plains and Tarrytown, and schedules are pegged to the Metro-North commuter rail schedule—with priority given to express trains—to allow passengers to make timed connections to rail service to or from Grand Central Terminal.

The following stations and stops have been established and will continue to be expanded upon by NYSDOT as funding and ridership warrant.

8.21.5.1 Stations and Stops

NYSDOT has identified a minimum number of stops (detailed in the table below) where new stations and associated amenities are to be implemented, as well as local area improvements. High-quality bus stations with amenities will improve the experience for all riders.

Stations will, at a minimum, offer comfortable, well-lit, weather-protected waiting environments with seating, real-time bus arrival information, a system map, Wi-Fi, and bike parking (where appropriate and space allows). Stations will feature unique system branding, utilizing distinctive materials and visual elements to distinguish the LHTL stations from those of other regional systems. These distinct elements will be used consistently across the system to create a legible, noticeable, and high-quality system. Stations will also offer improved pedestrian connections to local destinations.

The list of stops and their locations is detailed below.

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Stop</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffern</td>
<td>Chestnut Street</td>
<td>Hallett Pl. &amp; Chestnut St.</td>
</tr>
<tr>
<td>Airmont</td>
<td>Airmont Road</td>
<td>Airmont Rd. at NY 59</td>
</tr>
<tr>
<td>Monsey</td>
<td>Monsey Park &amp; Ride</td>
<td>Main St. at NY 59</td>
</tr>
<tr>
<td>Spring Valley</td>
<td>Spring Valley Transit Center</td>
<td>Franklin St. at Municipal Plaza</td>
</tr>
<tr>
<td>Nanuet</td>
<td>Exit 14 Park &amp; Ride</td>
<td>NY 59 EB &amp; Forman Dr.</td>
</tr>
<tr>
<td>West Nyack</td>
<td>Palisades Center Lot J</td>
<td>Palisades Center Dr. Lot J</td>
</tr>
<tr>
<td>West Nyack</td>
<td>Macy’s</td>
<td>Palisades Center Dr. &amp; NY 59</td>
</tr>
<tr>
<td>Nyack</td>
<td>Central Nyack</td>
<td>NY 59 &amp; Mountainview Av.</td>
</tr>
<tr>
<td>Nyack</td>
<td>Downtown Nyack</td>
<td>Franklin St. &amp; Artopee Way</td>
</tr>
<tr>
<td>South Nyack</td>
<td>South Nyack</td>
<td>South Franklin Street Extension</td>
</tr>
<tr>
<td>Municipality</td>
<td>Stop</td>
<td>Location</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>Tarrytown</td>
<td>Route 119 &amp; Broadway</td>
<td>Broadway &amp; NY 119</td>
</tr>
<tr>
<td>Tarrytown</td>
<td>Tarrytown MNR Station</td>
<td>Depot Plaza</td>
</tr>
<tr>
<td>White Plains</td>
<td>Westchester County Center</td>
<td>Tarrytown Rd. &amp; Central Av.</td>
</tr>
<tr>
<td>White Plains</td>
<td>Main Street at Bank Street</td>
<td>Main St. &amp; Bank St. (EB)</td>
</tr>
<tr>
<td>White Plains</td>
<td>White Plains MNR Station</td>
<td>Hamilton Ave. &amp; Ferris Ave. (WB)</td>
</tr>
<tr>
<td>White Plains</td>
<td>Galleria Mall at Main St</td>
<td>Main St. &amp; Court St.</td>
</tr>
<tr>
<td>White Plains</td>
<td>Martine Ave at MLK Blvd</td>
<td>Martine Ave &amp; MLK Blvd</td>
</tr>
<tr>
<td>White Plains</td>
<td>Main St at Broadway</td>
<td>Main St. &amp; Broadway</td>
</tr>
</tbody>
</table>

8.21.5.2  Dark Blue Route

*Route description*

The Dark Blue route is designed to provide peak-hour service for riders in western Rockland County. It serves passengers from Suffern and Airmont to the LHTL hub at the Palisades Center Lot J, where they may make a timed connection to either a White Plains- or Nyack-bound bus.
Figure 7: Dark Blue Route

Span of service

The Dark Blue Route operates on weekdays and weekends during peak hours only.
<table>
<thead>
<tr>
<th>Time Period</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekday</td>
<td></td>
</tr>
<tr>
<td>Peak (6:00am-8:30am &amp; 4:30pm-6:30pm)</td>
<td>30 minutes</td>
</tr>
<tr>
<td>Off-peak</td>
<td>No service</td>
</tr>
<tr>
<td>Weekend</td>
<td></td>
</tr>
<tr>
<td>Peak (6:00am-8:30am &amp; 4:30pm – 6:30pm)</td>
<td>60 minutes</td>
</tr>
<tr>
<td>Off-peak</td>
<td>No service</td>
</tr>
</tbody>
</table>

8.21.5.3 Light Blue Route

Route description

The Light Blue Route is the system’s main express trunk line, connecting key Rockland County population centers with Metro-North service, shopping, and employment in downtown White Plains. In Rockland, the Light Blue Route serves Monsey Park-and-Ride, the Spring Valley Transit Center, Nanuet Park-and-Ride, and the Palisades Center Park-and-Ride at Lot J, from where it runs express to White Plains, providing speedy intercounty connectivity.
Figure 8: Light Blue Route
**Span of service**

The Light Blue Route operates seven days a week from 4am–midnight.

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Weekday</strong></td>
<td></td>
</tr>
<tr>
<td>Peak (6:00am-8:30pm &amp; 4:30pm-6:30pm)</td>
<td>15 minutes</td>
</tr>
<tr>
<td>Off-peak</td>
<td>30 minutes</td>
</tr>
<tr>
<td><strong>Weekend</strong></td>
<td></td>
</tr>
<tr>
<td>All day</td>
<td>30 minutes</td>
</tr>
</tbody>
</table>

8.21.5.4 Dark Gold Route

**Route description**

The Dark Gold Route is the system’s main local trunk line, connecting Palisades Center and Nyack with Metro-North service, shopping, and employment in downtown White Plains. The Dark Gold Route travels on local roads from Palisades Center through Central Nyack, Nyack and South Nyack providing trans-Hudson service to the villages’ residents and employees.
Figure 9: Gold Route
Span of service

The Dark Gold Route operates seven days a week from 4am–midnight.

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Weekday</strong></td>
<td></td>
</tr>
<tr>
<td>Peak (6:00am-8:30am &amp; 4:30pm – 6:30pm)</td>
<td>15 minutes</td>
</tr>
<tr>
<td>Off-peak</td>
<td>30 minutes</td>
</tr>
<tr>
<td><strong>Weekend</strong></td>
<td></td>
</tr>
<tr>
<td>All day</td>
<td>30 minutes</td>
</tr>
</tbody>
</table>

8.21.5.5 Light Gold Route

Route Description

The Light Gold Route provides local service from Lot J to Nyack and Tarrytown. The Light Gold connects to Metro-North in Tarrytown, which offers access to Manhattan, as well as key destinations along the Hudson Line such as Yonkers, Poughkeepsie, and the west Bronx.

On Saturdays and Sundays, this runs as the designated ‘Weekender’ service connecting Nyack and Tarrytown, serving both ends of the New York Bridge Shared-Use Path (SUP).
<table>
<thead>
<tr>
<th>Peak Running Time (Minutes)</th>
<th>LHTL Light Gold Stops</th>
<th>Transfers</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ROCKLAND COUNTY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eastbound</td>
<td>Westbound</td>
<td></td>
</tr>
<tr>
<td>0:00</td>
<td>0:39</td>
<td>LHTL</td>
</tr>
<tr>
<td>0:04</td>
<td>0:34</td>
<td>LHTL</td>
</tr>
<tr>
<td>0:12</td>
<td>0:26</td>
<td>LHTL</td>
</tr>
<tr>
<td>0:18</td>
<td>0:21</td>
<td>LHTL</td>
</tr>
<tr>
<td>0:22</td>
<td>0:18</td>
<td>LHTL</td>
</tr>
<tr>
<td><strong>WESTCHESTER COUNTY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eastbound</td>
<td>Westbound</td>
<td></td>
</tr>
<tr>
<td>0:37</td>
<td>0:06</td>
<td>LHTL</td>
</tr>
<tr>
<td>0:41</td>
<td>0:03</td>
<td></td>
</tr>
<tr>
<td>0:46</td>
<td>0:00</td>
<td></td>
</tr>
</tbody>
</table>

- Palisades Center Lot J
- Palisades Center Macy's
- Mountainview Ave
- Downtown Nyack
- South Nyack
- Rt 119 & Broadway
- Elizabeth St
- Tarrytown Metro-North
- MNR Hudson Line
Span of Service

The Light Gold route operated on weekdays from 4am-midnight, and operates on Saturdays and Sundays as the Weekender service, with weekend frequencies.

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekday</td>
<td>Peak (6:00am-7:00am &amp; 5:00pm-6:00pm)</td>
</tr>
<tr>
<td></td>
<td>Off-peak</td>
</tr>
<tr>
<td>Weekend</td>
<td>All day</td>
</tr>
</tbody>
</table>

8.21.6 Preferred Fare Policy (Minimum Requirements)

The Contractor shall set fares, but may not exceed current TZx fare for any fare type, as shown in section 8.21.3.4. These are considered to be the minimum fare requirements for the LHTL BRT system. Prospective operators will have the flexibility to propose lower fares to receive additional service level bonus points. Subsequent to the award of contract, the Contractor may recommend fare changes to increase efficiency and ridership through the prescribed tariff process for regulated carriers found at the NYCRR Part 730 at https://www.dot.ny.gov/divisions/operating/ossb/bus-repository/PARTS%2520730.pdf. NYSDOT will review and approve or deny the suggested change. NYSDOT will also have the authority to reasonable and responsibly change fares at any point throughout the contract (with sufficient notice to the selected Contractor).

The LHTL BRT operator shall maintain the Metro-North weekly and monthly UniTicket fare, and shall accommodate the MetroCard replacement fare technology when it becomes available. It is also encouraged to develop a range of discounted and institutional tickets that is similar to what is offered today, as well as work with local business and institutions to create new fare types. The operator shall develop mobile ticketing technology for use on the LHTL intercounty BRT system, and incentivize users to avail themselves of this medium.

8.21.7 Transit System Technology

The LHTL project seeks to use technology to improve travel times and enhance the effective management of the road network in the I-287 Corridor. The transit service is a key component of the Integrated Corridor Management (ICM) system to achieve these goals.

8.21.7.1 Fare Payment Options for Meeting System Goals

A key component supporting transit system reliability and the customer experience is the fare payment system. Maintaining reliability and ensuring that the buses reach stops at their scheduled times, with even spacing between them, requires minimizing the dwell time at stops – the amount of time the bus waits to load and unload passengers. The processing of cash fares or
validating of passes onboard by the driver increases the dwell time at stations, delaying bus departure times, disrupting the schedule and decreasing reliability.

In its final report, the MTTF recommended providing off-board fare payment machines where riders can purchase tickets. Off-board fare collection is a recommended feature of BRT systems from both ITDP’s international Bus Rapid Transit Standard and NACTO’s transit guidelines. The use of proof-of-payment, rather than driver fare control, also requires regular inspections and fare evasion deterrents, usually fines.

To achieve the system performance goals for the LHTL system, it is required that a combination of off-board fare payment and mobile ticketing is used for fare collection. Off-board fare payment machines shall accept credit/debit card and cash payments and will issue a ticket with a QR or barcode that can be read by optical scanners on the bus. The mobile ticket shall be required to have the same QR or barcode to allow scanning verification on-board.

At stops where low boarding activity is anticipated, off-board fare payment machines will not be installed. For this reason, it is still anticipated that there will be a need to collect cash fares, so the bus fareboxes will be equipped to accept this. It is required for the fareboxes to also be able to accommodate NFC technology, so that they can be made compatible with the MetroCard replacement when it is available.

Prospective operators shall propose on-board, off-board, and mobile ticketing, or any combination of these methods, and will need to demonstrate how their proposed fare collection system impacts performance.

8.21.7.2 Integration with the I-287 Corridor ICM System

The Operator will be expected to work with the ICM Systems Integrator to ensure all onboard, in-shelter, and back office technologies are integrated with the main ICM system. The transit system will be flexible and responsive to corridor conditions, enabled by the Operator presence within the Hudson Valley Transportation Management Center, where the ICM operations will be located.

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8.22 Attachment 22: ICM and Transit Operational Framework

8.22.1 Purpose

8.22.1.1 The purpose of this document is to establish an operational framework for the effective and integrated management of transit within the I-287 Integrated Corridor Management (ICM) system. By identifying system requirements and a model for addressing these requirements, this document can outline a clear structure for the way transit operations and their relationship to the ICM system can be organized.

8.22.1.2 This document serves as a foundation for the private transit operator requirements specification, which is part of the NYSDOT Request for Proposals (RFP) for Operation of the LHTL Intercounty Bus Rapid Transit Service and subsequent operating contract.

8.22.2 Project Background

8.22.2.1 The Lower Hudson Transit Link (LHTL) program is a program of integrated transit supportive infrastructure projects, with independent utility, being developed in Westchester and Rockland Counties. The LHTL program will:

a. respond to the unmet needs for better east-west travel options that residents and employees are seeking in the region;

b. enhance the existing transit service within and between the counties; and lay the foundation for introducing Bus Rapid Transit (BRT), creating an east-west transit priority corridor;

c. begin implementing the consensus regional transit plan put forward by the 31-member Mass Transit Task Force (MTTF) convened by Governor Andrew M. Cuomo

8.22.2.2 The LHTL program will link the region along the east-west corridor with:

a. Improved transit connections with more frequent, direct routes connecting to regional travel markets, new bus stations with unified branding, improved amenities (including Wi-Fi and real-time bus arrival) and improved pedestrian connections;

b. Signal upgrades along Route 59 and 119 with technology-focused improvements, including transit signal priority and intelligent signal control, to provide better
operating conditions for transit and to allow the operators to predict, adapt and respond to changing traffic conditions;

c. Ramp meters and transit queue jump lanes along I-287 to stabilize mainline vehicle flows and allow buses to move past vehicle queues, thereby increasing transit speed and reliability; and

d. Integrated Corridor Management (ICM) technology and systems along I-287 in Rockland County, Route 59 and Route 119, including enhanced traveler information and advanced monitoring and control equipment to improve operators’ corridor awareness and their ability to rapidly respond to changing conditions.

8.22.2.3 ICM

8.22.2.4 Integrated Corridor Management is a partnership between the various agencies that have operational responsibility over the corridor’s assets. ICM frameworks include roadway operators, whether state or local, public safety components, special authorities, and transit operators. Operating within a pre-defined management framework with agreed-upon performance targets and protocols for normal and abnormal operations, an ICM system facilitates real-time corridor management. This allows the Traffic Management Center (TMC) and the operational stakeholders to efficiently manage the scarce roadway resource, and accomplishes the goal of improving the speed, safety, and reliability of travel times across the corridor.

8.22.2.5 In order to develop the necessary infrastructure, procure the proper equipment, and ensure the stakeholders are working towards a common defined goal, a Concept of Operations (ConOps) for the I-287 corridor has been developed.

8.22.2.6 The ConOps includes a description of the stakeholders, frameworks of the various interagency collaboration groups, the goals for how benefits are transmitted to the end users, and a description of the hardware and software required with protocols for its operation. The ConOps also includes methods and protocols for measuring progress and evaluating the effectiveness of the measures put in place as part of the project.

8.22.2.7 As the transit vehicles themselves will be part of the ICM system and transit users will be a major beneficiary of the ICM interventions, the high-level ICM requirements are being incorporated into RFP C037626’s vehicle specifications and the operator requirements being promulgated.

8.22.2.8 The vehicles will have a two-way information flow with the HVTMC operations center. They will receive system status information to be passed on to the passengers
and potential routing strategies to be adopted by the drivers. In turn, the HVTMC will receive information on the vehicle position and performance, which can both advise strategy development and feed into long-term network performance assessment.

8.22.2.9 Transit

8.22.2.10 Following on from the MTTF transit recommendations, a number of transit planning activities have been completed. These activities support the MTTF’s conclusions, which were to implement a cross-Hudson BRT system. This new system will replace the current intercounty bus service, the Tappan Zee Express (TZx).

8.22.2.11 Through a competitive bidding process, NYSDOT will enter into a contract with a private transit operator to run the BRT service. This approach was decided upon after evaluating several other potential models for the system. The State will provide all on-street infrastructure and procure transit vehicles, while the private operator will develop detailed schedules and will operate and maintain transit vehicles and onboard, in-shelter and back office technology.

8.22.2.12 NYSDOT will procure the service vehicles through a separate contract and make them available to the operator. A 45-foot over-the-road coach vehicle is currently envisaged.

8.22.2.13 The collaboration and cooperation of the transit operator is an integral input of the operations of the Hudson Valley Transportation Management Center (HVTMC), the nerve center for the corridor operations. As an important provider of person-mobility in the corridor, the transit operator is envisioned as a full partner in the daily operations of the ICM system, and will be expected to allocate staff in the HVTMC. The transit operator will participate in the daily operations of the corridor, be involved in incident response, contribute to the strategic planning of corridor functions, and be assessed as part of the corridor’s performance metrics.

8.22.3 System and Asset Requirements

8.22.3.1 The ICM workstream has identified transit-specific high-level operational user needs for the I-287 ICM system, as follows:

a. Characterization of transit operations:
   - Frequency of passage of transit vehicles along relevant transit routes
• Average occupancy of transit vehicles operating along each relevant transit routes
• Active service deviations
• Real-time BRT vehicle location
• Bus failures frequency\textsuperscript{15}
• Time lost to congestion

b. Effective and on-time transit operations

• Variation in run time between the same trip on different days

8.22.3.2 The ICM assets identified to satisfy these needs are as follows:

a. Transit signal priority

b. Transit monitoring systems:

• Automatic Vehicle Locators (AVL)
• Automated Passenger Counters (APC)
• On-board CCTV
• Agency-based transit performance assessment system

c. Communication links with transit agency operations management system\textsuperscript{16}

\textsuperscript{15} I-287 SRS v0.07, page 15

\textsuperscript{16} I-287 SRS v0.07, page 18
8.22.3.3 These asset requirements and need for interagency coordination will demand a certain level of flexibility and expertise beyond the normal procedures of bus procurement and in-house dispatch and operational control of the vehicles.

8.22.4 Operational Framework

8.22.4.1 This section contains a high-level outline of how the transit service and overall ICM system for the corridor will interact in the day-to-day operation of the corridor.

8.22.4.2 Staffing

8.22.4.3 The bus operator will provide appropriate staff in the HVTMC to allow for communication between the roadway operators and the transit operator and to allow for improved overall system monitoring. The co-location of staff in the TMC also allows for better partnership and coordination with law enforcement, when required.

8.22.4.4 The transit operator staff allocated to the HVTMC will have multiple functions:
   a. To determine, in concert with roadway operators, when changes in conditions require joint attention
   b. To provide instantaneous information about roadway conditions to the bus drivers
   c. To receive field reports from the bus drivers
   d. To interface with the other transit operators (Metro-North and Bee-Line) in case of disruptions on any of those systems that may have an impact to the corridor
   e. To facilitate the communication between law enforcement and the bus operator in the event of any security-related incident.
   f. To share the bus CCTV footage with NYSDOT and law enforcement upon request.
8.22.4.5 **Roles and Responsibilities**

8.22.4.6 The transit operator will take an active role in incident response using general response protocols developed jointly between the transit operator and the other stakeholders, with modifications to each individual incident.

8.22.4.7 These modifications may require the operator to divert, delay, adjust, or add service where able and when practical.

8.22.4.8 The HVTMC Transit Service Coordinator will perform the following functions:
   a. Assess transit conditions
   b. Monitor vehicle operations
   c. Monitor station conditions
   d. Supply information to ICM system
   e. Monitor all on-board and in-station ICM assets
   f. Maintain on-board and in-station ICM assets and arrange for repairs of any system faults within the agreed performance targets

8.22.4.9 During incidents, the transit operator and the roadway manager will staff a “situation room” for coordination during the event and its recovery. Situation rooms are preferred, as they provide a single venue for decision making with all parties participating in seeing a unified operations picture and jointly making decisions. The situation room also provides an appropriate venue for after-action reviews and a chance to share lessons learned. The situation room will also serve as the venue for providing joint oversight to large pre-planned events.

**8.22.5 Assets**

8.22.5.1 The vehicle on-board technology will be procured and then maintained by the transit operator. In the cases when the equipment is not covered under manufacturers’ warranties, the transit operator will have to use outside technical support. The transit operator will procure and operate equipment according to their own procedures and those set forth in the proposal.

8.22.5.2 It is assumed that the transit operator will contract on their own with a third-party systems integrator, but this may not be required if the transit operator has the requisite
in-house capability. There will be a milestone design review as part of the equipment procurement, in which the operator will meet the systems integration that is being separately bid and contracted by the ICM operator. It is expected that regular collaboration will take place between the transit operator, the systems integrator(s), and the ICM operator to allow for the seamless and effective functioning of the transit-related equipment within the ICM framework.

8.22.5.3 The onboard systems will send and receive route, schedule, and position information on feeds operated by and provided by other transit agencies. This will likely require the intervention of the systems integrator to ensure mutually acceptable feeds providing accurate information.

8.22.5.4 The transit operator will also maintain the back office functions of the various equipment and data collection devices with the processed information to be delivered to the HVTMC in such a way as to integrate with the other pieces of ICM equipment.

8.22.5.5 The technology at the bus stops will be the responsibility of the transit operator to procure, operate, and maintain, and connections must be made via the transit operator to the ICM systems in the corridor and in the HVTMC. The fare collection equipment will be compatible with the “UniTicket,” or another contemporary fare system that allows a passenger to purchase a combined ticket between this bus service and Metro-North Rail.

8.22.5.6 Transit-related equipment at the transit operator will be procured, maintained, and operated by the transit operator.

8.22.6 Monitoring

8.22.6.1 The equipment installed on the transit vehicles will have real-time transmission to the HVTMC via the transit operator, allowing the ICM operators to monitor the status of the transit network contemporaneously. This will provide for performance monitoring, incident detection and analysis, troubleshooting, and on-the-go operational improvements. The transit operator will negotiate KPIs and output data relative to KPI adherence to the ICMS.

8.22.6.2 The data will also be recorded and archived to allow for detailed analysis, trend discovery, problem identification, and compliance with the operating agreement.

8.22.6.3 CCTV
8.22.6.4 The transit operator will be responsible for procuring, installing, maintaining, and monitoring CCTV equipment on the vehicles and at the shelters.

8.22.6.5 The CCTV is intended to be used for asset protection, operations monitoring, incident detection, and passenger security. It is not expected that the CCTV be actively monitored, but will be an asset used for incident detection and incident response upon external notification.

8.22.6.6 The transit operator will provide a method by which state and local law enforcement can access the live feeds and archived video upon request. CCTV footage will be archived for a time to be determined after the appropriate consultation with local law enforcement.

8.22.7 Communications

8.22.7.1 Information from the buses will be transmitted via the transit operator to the HVTMC using GPRS for AVL functions, and a higher-capacity system for CCTV as the requirements of that system dictate. The bus stop equipment will use either moderate-bandwidth (GPRS) wireless or wired (Ethernet/fiber) connections, with a requirement that passenger transactions be near instantaneous and have such latency as to not interfere with the boarding process. The onboard components of the fare collection system should use the 4G WiFi system installed on the bus, with GPRS as a backup. All fare payment equipment should have a primary and a secondary method of communication.

8.22.7.2 The WiFi system used on the shelters and the buses will use the same login protocols, such that a passenger who logs in to the network at a stop will be able to continue on the same session while on the vehicle without any drop in coverage or necessity to log in once again.

8.22.7.2.1 The WiFi system will use content blocking/filtering technology that will block users from visiting any web sites that are deemed to be inappropriate. This will include web sites that are pornographic or illicit in nature, promote terrorism or discrimination, or any other web sites designated by the NYSDOT Project Manager.

8.22.7.2.2 The WiFi system will prevent video streaming services such as Netflix, Amazon, Hulu, YouTube, or similar services as designated by the NYSDOT Project Manager.

8.22.7.2.3 The WiFi system will limit individual use to end no more than one hour after the initial login, and require a three hour wait until the individual can access the WiFi system again.
8.22.7.2.4 The Contractor is responsible for providing and maintaining security of the WiFi system at all times, including all hardware, software, and communication networks. If the Contractor detects or is alerted to a possible breach of security, the Contractor shall notify the NYSDOT Project Manager or his/her designee within 24 hours of becoming aware of a breach. The Contractor shall also provide a recommended solution and the timeline for implementing the recommended solution.

8.22.7.3 The operator will also provide their schedule information in GTFS (General Transit Feed Specification) format, which will be provided to 511NY and the HVTMC for integration into the ICM management. This information will also be made available to the public on a website that will be operated by the transit operator for the purposes of providing information and marketing about the service.

8.22.7.4 It is likely that the bus operator will have their own control center, located in the vehicle storage and maintenance facility or elsewhere. The bus operator’s control center is required to have a communications link with the HVTMC to allow for information to be transferred back and forth. This is necessary to allow for the transit operator to be integrated into the ICMS and the transit workstation that will be located at the HVTMC.

8.22.8 Capabilities for Response

8.22.8.1 There will be a number of set protocols in place to respond to major disruptions to either the roadway network or the non-Tappan Zee bus network in such a way that it will affect the Rockland-Westchester bus system.

8.22.8.2 Many of the scenarios are known and common, and will occur in one iteration or another on multiple instances per month. Ongoing incidents like mid-day workzones and minor crashes on either I-287 or the parallel arterials will provoke responses that may be limited to algorithmically updating next time of arrival signs on the buses, or may require rerouting where possible between I-287 and the arterials. The transit system will have the ability to respond and maintain fast, reliable travel for its users.

8.22.8.3 In the event that the ICMS Decision Support System recommends a bus rerouting, the transit operator will be informed though the ICMS interface and will then manually instruct the vehicles on the road and those about to be dispatched from the endpoints using the installed CAD AVL system.

8.22.8.4 Large catastrophic events that may occur only a few times each year such as a major snowstorm or a full roadway closure will be mitigated because of the two-way, multi-
party data communication between the vehicle, the bus command center, the HVTMC, and other corridor users.

8.22.9 Conclusion

8.22.9.1 The participation of the transit operator as a full partner in the LHTL-ICM project is a necessary step towards providing the type of efficient and reliable travel experience that the corridor’s users demand. Through the use of accurate and effective technology onboard transit vehicles and in wayside applications, the goal of greater transit adoption is fostered, and travel across the corridor improves for all users.
8.23 Attachment 23: Technology Specification

8.23.1 General

8.23.1.1 These technical specifications define requirements for the LHTL BRT ICM solution. The transit vehicles will require certain technologies to be installed to fulfill the desired ICM mission. Many of these components will work in tandem with devices installed at the shelters, with the data to be fed into back office functions that integrate the information being collected by the vehicles into the overall ICM solution.

8.23.1.2 The requirements in this specification detail the in-shelter and back office requirements of the Contractor. All requirements in this specification will be the responsibility of the Contractor, unless otherwise indicated. The technological vehicle elements are detailed in the Vehicle Specification, appended to this document as Attachment 26: Vehicle Specification.

8.23.1.3 The Contractor will be required to meet with the Systems Integrator (procured separately by NYSDOT) for a joint milestone ICM System Design Review workshop of all technology in the LHTL project, both for the transit system and the wider ICM system. The Contractor is required to present their unified transit technology design, including all transit system interfaces and a summary of the technology procurement and delivery schedule, at this System Design Review event to ensure that all ICM System Integration requirements and program coordination planning have been adequately resolved.

8.23.2 Definitions

- Automated Passenger Counter (APC): an electronic device available for installation on transit vehicles which accurately records boarding and alighting data
- The Advanced Traffic Management System (ATMS): a management system that integrates technology primarily to improve the flow of vehicle traffic and improve safety. Real-time traffic data from cameras, speed sensors, and other sources flows into a Transportation Management Center where it is integrated and processed (e.g. for incident detection), and may result in actions taken (e.g. traffic routing, DMS messages) with the goal of improving traffic flow.
- Automatic Vehicle Location (AVL): The use of computers and Global Positioning Systems (GPS) in dispatching and tracking transit vehicles
- Back office: A back office application comprises the software that an organization uses to administer operations that not related to any direct sales effort and interfaces that are not seen by consumers
- Closed-circuit television (CCTV): A TV system in which signals are not publicly distributed but are monitored, primarily for surveillance and security purposes. CCTV relies on strategic placement of cameras, and observation of the camera's input on monitors somewhere
- General Packet Radio Service (GPRS): A packet-based mobile data service on the global system for mobile communications (GSM) of 3G and 2G cellular communication systems.
- General Transit Feed Specification (GTFS): A common format for public transportation schedules and associated geographic information
- Geographic information system (GIS): A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data
- Hudson Valley Transportation Management Center (HVTMC): The control center for the I-287 ICM Corridor, and a place for the co-location and coordination of relevant highway and transit operators in the corridor, including NYSDOT, NYSTA, and the Operator chosen for the LHTL intercounty BRT service
- Integrated Corridor Management (ICM): The operational coordination of multiple transportation networks and cross-network connections comprising a corridor, and the institutional coordination of those agencies and entities responsible for corridor mobility
- Integrated Corridor Management System (ICMS): A set of tools to help the corridor’s transportation network managers and operators achieve the ultimate goal of keeping their networks operating at optimal levels
- Real-time passenger information (RTPI): Provided to customers over an onboard or in-shelter electronic information system. It generally provides information about vehicle location (both on and off the bus) and can include real-time information from connecting transit systems
- Rich Site Summary (RSS): A family of standard web feed formats to publish frequently updated information, like blog entries, news headlines, audio, video. An RSS document (called "feed", "web feed" or "channel") includes full or summarized text, and metadata, like publishing date and author's name.
- Transit signal priority (TSP): A name for various techniques to improve service and reduce delay for mass transit vehicles at intersections controlled by traffic signals. The signals can detect the bus as it is approaching, allowing it to receive an extended green light
- Thin-Film Transistor (TFT): A liquid crystal display (LCD), common in notebook and laptop computers
- Ticket Vending Machine (TVM): a vending machine that produces tickets. The typical transaction consists of a user using the display interface to select the type and quantity of tickets and then choosing a payment method. The ticket or tickets are printed and dispensed to the user.
- Wi-Fi: A system allowing computers, smartphones, or other devices to connect to the Internet or communicate with one another wirelessly within a particular area. For the purposes of the LHTL BRT system, Wi-Fi will be provided both at stations and on the bus.

8.23.3 ICM System Components and Requirements

8.23.3.1 Automatic Vehicle Location (AVL) – back-office requirements

a. The system shall have the ability to track vehicles in real time, showing at least the vehicle location, vehicle identifier, journey reference and driver ID.

b. The system shall log vehicle locations and have the ability to view historical vehicle movements.

c. The system shall have the ability to show vehicle latency for individual vehicles/the entire fleet of vehicles with this information being fed into the ICMS. Severity levels shall be configurable by the user.

d. The system shall display vehicles and bus stops in real time on a map with this information being fed into the ICMS.

e. The system shall be able to store vehicle information and provide a reporting tool which allows transit operators and the contract manager to at a minimum view historic schedule deviation, journey times between stops, vehicle speeds and dwell times.

f. The system shall have the ability to feed into an authority hosted central system in future if required.

g. The system shall provide a real time, vehicle-centric feed in an open data format which allows app/website developers to use the information.

h. The system shall push real time information to applications such as Google via GTFS or Siri feed.

i. The system shall integrate with the ICMS and be viewable on the ICMS GIS dashboard. The AVL solution provider will be required to work closely with the ICM System Integrator to ensure this is achieved.

j. The Contractor shall ensure that CAD events, such as broken-down vehicles, accidents, route closures and diversions, etc., feed into the ICM in real time via a format such as Siri or GTFS. Where radio communications are used for dispatch, event information shall be duplicated in the CAD/AVL system to ensure the ICMS has a real time view of transit operations.

k. The Contractor shall work with the ICM System Integrator to agree to a common event classification and mandatory event data design in the CAD system including even severity levels and event location format. Events shall be fed from the Contractor’s system to the ICMS whilst adhering to the pre-agreed classification schema and performance requirements.
1. The Contractor shall work with the ICMS System Integrator to ensure “event alerts” appear within the ICMS for each dispatch.

8.23.3.2 Real-time Passenger Information (RTPI)

To be installed at bus stop:

a. RTPI displays at stops shall be rich media 28-32 inch TFT displays.
b. RTPI displays shall be able to accept RSS feeds, have the capability of the display being split into multiple sections allowing for the HVTMC to place images/posters on a section and have a back office content management system.
c. The HVTMC shall have the ability to publish messages by either blanking the entire screen or a message at the bottom of the display.
d. RTPI displays shall be capable of either running off a fiber network or over GPRS.
e. The bus stop displays should show minutes to arrival, a map and schedule, and “next bus” information.

a.10.1.1 Back office requirements:

a. The HVTMC/transit operator shall have the ability to interrogate displays remotely seeing exactly what information is being displayed.
b. The RTPI system shall have the ability to accept feeds from other transport sources and populate information on RTPI displays. E.g. Metro-North.
c. The RTPI system must be able to interpret detours and route diversions and update arrival times accordingly.
The RTPI system must be in a format that can be published to a website and/or mobile app.

a.10.1.2 Closed-circuit Television (CCTV) – in shelters

a. CCTV cameras shall be IP based with images/streams being available to HVTMC and the transit operator via a web portal. Integration into the ICMS is required.
b. CCTV cameras will not be required to constantly stream under normal operations, but images should refresh at least every 6 seconds and have the ability to live stream if required.
c. CCTV cameras shall have Pan Tilt Zoom (PTZ) functionality and pre-set camera views will be agreed and set up in advance.
d. The HVTMC shall have a system login enabling them to move cameras or select already established views.
e. CCTV cameras shall be encompassed by a protective dome.
f. Transit operators shall have the ability to remotely re-set CCTV cameras.
g. The transit operator shall have primary control of the on-board CCTV cameras and the cameras located at the shelters.
h. One pan-tilt-zoom (PTZ) CCTV High Definition (HD) digital camera shall be installed at each LHTL shelter listed in the RFP, with pre-set views being agreed by NYSDOT.
a.10.1.3 Automated Passenger Counters (APC) – back-office requirements

a. Historical information shall be logged indefinitely.
b. Real-time APC information shall be wirelessly fed from the APC device into the ICMS, giving HVTMC a live view of bus patronage. Collaboration will be required between the APC system provider and the ICM system integrator.
c. There shall be a back office system in place which allows the contract manager to request reports on location based passenger boarding and alighting figures.

a.10.1.4 Wi-Fi

The Contractor will be responsible for procuring the communications networks to support the WiFi networks in the bus shelters and on the vehicles.

To be installed at shelter:

a. WiFi routers and associated antennas to be installed as bus shelters.
b. The passenger WiFi shall have a 4G modem and support 4G networks.
c. The WiFi system shall allow for at least 50 simultaneous connections per location.
d. The WiFi system shall allow for remote updates
e. The passenger WiFi at shelters shall connect through a fixed communication connection.

Back office requirements:

a. The Wi-Fi system shall allow for at least 50 simultaneous connections per location.
b. Should CCTV or any other modules communicate via the on board Wi-Fi this shall not cause any degradation to the customer experience.
c. Passenger Wi-Fi shall allow for a branded landing page to be used by the state.
d. Usage and trend statistics shall be made available to HVTMC.
e. MAC addresses for each passenger shall be stored, along with date and time and the MAC address for the router which they have logged on to. The router MAC address shall be referenced e.g. for buses the address will be relevant to the fleet number/number plate and bus stops will be relevant to the bus stop identifier. This information shall be stored and provided to the Contract Manager in CSV file on a monthly basis.
f. Only require one time log in, so when passengers sign up to the WiFi it is then a seamless experience and there is no differentiation between logging into the WiFi at the shelter and logging into the WiFi on bus.

a.10.1.5 Fare Collection and Ticketing

Off-board fare payment with validation on board will be required at stops where off-board fare payment is available. Fareboxes must be installed in buses for payment by cash on-board. The Contractor shall also provide for mobile ticketing, as well as accommodate the NFPS when it is available.
**Off-board fare payment:**

a. Fare collection machines shall be located at bus stops along the route as determined by NYSDOT.

b. The fare collection machines shall consist of a compact structure resistant to vandalism.

c. The fare collection machines shall be protected against fraudulent access to sensitive financial data and theft of revenue.

d. The fare collection machines shall be accessible to all patronage, complying with ADA standards.

e. The fare collection machines shall be waterproof and suitable for installation indoor or outdoor and with or without a shelter.

f. The fare collection machines shall have a choice of Ethernet, ADSL, GPRS/3G connectivity.

g. The fare collection machines shall issue tickets/receipts with either a barcode or a QR code, to be compatible with the ticket validators onboard the intercounty BRT buses.

h. Ticket validators shall be installed on buses at entry points. Validators shall be easily accessible to all passengers and shall comply with ADA standards.

i. Ticket validators shall have the ability to validate paper and mobile tickets through either a barcode or QR code.

j. Ticket validators shall flag issues with ticket validity to the driver for resolution.

k. Ticket validators shall integrate with the off-board fare collection machines and mobile app.

**On-board fare payment:**

a. Fareboxes must be available on-board all buses to accept cash when required.

b. It is **preferable** required that the onboard fare collection method accommodate NFC technology, so that they can be made compatible with the MetroCard replacement when it is available.

**Mobile ticketing:**

a. The Contractor shall supply a mobile app to allow for tickets to be purchased in advance of travel. The app will aim to fulfill the requirements below:

   - The mobile app *should* be available on iOS, Android and Windows platforms.
   - The mobile app should have off-line functionality in order to allow tickets to be validated without an internet connection.
   - The mobile app should support multiple riders.
   - The mobile app should be able to support multiple types of tickets simultaneously (i.e., a monthly pass and also pay-per-ride).
   - The mobile app *should* accept multiple payment methods, including credit/debit cards and PayPal. The debit cards shall not be handled as signature debit within the app.
• The mobile app account statistics and usage figures should be made available to NYSDOT upon request.

a.10.1.6 Transit Signal Priority (TSP) – back-office requirements
   a. TSP information is to be fed back to the ATMS in real time. Collaboration will be required between the TSP provider and the ICM system integrator.

a.10.1.7 ADA provisions at shelters for visually/hearing impaired
   b. The operator shall provide electronic control equipment in the bus shelters for audible voice messaging of bus information being displayed on the sign, and also provide alternate symbolic visual messaging for alternate language messaging that can assist others. Audible-tactile pushbutton activation can be used to initiate the alternate visual or audible bus messaging. Smart touch screens could also be used as a communication device for bus riders.
### 8.24 Attachment 24: Liquidated Damages & Incentive Payments

<table>
<thead>
<tr>
<th>Performance Measure</th>
<th>Metric</th>
<th>Projected Completion Date</th>
<th>LD Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Interim Milestones</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transit Technology ICM System Integration</td>
<td></td>
<td></td>
<td>$1,000.00, per day</td>
</tr>
<tr>
<td>Fleet Vehicles Accepted / Vehicle Testing Completed</td>
<td></td>
<td></td>
<td>$1,000.00, per fleet, per day</td>
</tr>
<tr>
<td>LHTL system launch</td>
<td>Operational on the day the TZx contract expires</td>
<td></td>
<td>$10,000.00 per day not operational</td>
</tr>
<tr>
<td>On-time performance Attachment 16: Operating Performance Standards</td>
<td>Arrives on-time 92% of the time or above</td>
<td></td>
<td>91.99% - 90.00% - $1,000.00 89.99% - 87% - $1,500.00 86.99% and below - $2,000.00</td>
</tr>
<tr>
<td>Skipped stops (Attachment 16: Operating Performance Standards)</td>
<td>Does not skip any stops while passengers are waiting</td>
<td></td>
<td>$500.00 for each stop skipped</td>
</tr>
<tr>
<td>Missed revenue miles (Attachment 16: Operating Performance Standards)</td>
<td>Not running service so that revenue miles of 1% of the total or higher are not</td>
<td></td>
<td>1.0% - 1.5% - $1,000.00 1.6% – 2.00% -</td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
<td>Penalties</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td></td>
</tr>
</tbody>
</table>
| Preventable accidents (Attachment 16: Operating Performance Standards) | 3 or fewer preventable accidents per 100,000 revenue miles (per accident over the performance standard) | 3-5 - $1,000.00  
5-8 - $1,500.00  
8 and above - $2,000.00 |
| Accessible features operation and operator performance (Attachment 16: Operating Performance Standards) | ADA compliance met, and operator accommodates passengers | $500.00 for each violation |
| Transit technology system operation (Attachment 16: Operating Performance Standards) | All transit technology functions at least the standard of 97% of the time | 95.00%-96.99% - $500, per month  
90.00%-94.99% - $1,000, per month  
89.00% or below – $1,500, per month |
| Urgent response (Attachment 17; Fleet Maintenance & Service Requirements) | Urgent response duties performed immediately. Passengers stranded no more than 30 minutes. | 31 – 35 minutes - $500.00, per incident  
36 – 60 minutes - $1,000.00, per incident  
61 minutes or more - $1,500.00, per incident |
| Vehicle appearance and cleanliness (Attachment 17: Fleet Maintenance & Service Requirements) | Vehicles must be compliance with designated rules | $500.00 for each violation |
| Miles between road calls (Attachment 17: Fleet Maintenance & Service Requirements) | 11,000 miles or above between road calls | 10,999 – 9,000 - $1,000.00, per month for each bus  
8,999 – 7,000 - |
<table>
<thead>
<tr>
<th>Facility maintenance (Attachment 19: Stop and Shelter Maintenance)</th>
<th>Contractor must remedy any noncompliant conditions</th>
<th>$200.00 per day per unremedied station maintenance/repair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting requirements (Attachment 20: Reporting Requirements)</td>
<td>Submission of all required reports on-time</td>
<td>$50.00 per late report</td>
</tr>
<tr>
<td>Fare payment technology availability (Attachment 28: Off-Board Fare Payment Machines)</td>
<td>Operational and Functioning 96% of the time or above</td>
<td>94% - 95.99% - $500, per month 90.00 – 93.99% - $1,000, per month 89.99% or below – $1,500, per month</td>
</tr>
<tr>
<td>Fare collection machine operational and functioning (Attachment 28: Off-Board Fare Payment Machines)</td>
<td>Contractor must remedy any non-operational or non-functioning fare collection machines</td>
<td>$500 a day if not remedied within 48 hours of initial notification</td>
</tr>
</tbody>
</table>

**Incentive Payments**

<p>| Transit technology system operation (Attachment 16: Operating Performance Standards) | All transit technology functions above the standard of 97% of the time | 98% – 98.99% - $2,000.00, per month 99% – 100% - $3,000.00, per month |
| Miles between road calls (Attachment 17: Fleet Maintenance &amp; Service Requirements) | Performance better than 95% of the fleet with 12,000 miles between road calls | 12,000 – 12,999 - $2,000.00, per month for the fleet 13,000 – 13,999 - $3,000.00, per month for the fleet |</p>
<table>
<thead>
<tr>
<th>Customer Satisfaction Index (CSI) Score (Attachment 18: Customer Satisfaction)</th>
<th>Achievement of Base or Stretch Target CSI score, The specific base and stretch targets will be developed by NYSDOT based on standard industry practices</th>
<th>Base Target - $1,000.00, per quarter Stretch Target - $2,000.00, per quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-time performance (Attachment 16: Operating Performance Standards)</td>
<td>Arrives on-time 97%-100% of the time</td>
<td>$1,000.00 per month</td>
</tr>
</tbody>
</table>

NYSDOT may waive the penalties and/or liquidated damages, at its sole discretion, if the operator has:

1. Notified the NYSDOT Transit Manager through monthly service reports (or as otherwise directed by NYSDOT) as required hereunder; and
2. Provided acceptable reasons for the service disruption, subject to penalties/incentives, as outlined above.

Nothing contained in this section shall be deemed to act as a forgiveness or permission to the Carrier to violate any statute, regulation, or order of NYSDOT in any respect. The penalties hereunder do not replace or substitute for any order, sanction, disallowance, penalty or liability that the Carrier may incur as a result of any such violation.
8.25 Attachment 25: NYSDOT ITS Policy

(Only applies should any IT Project Work be done under C037626)

1. PROTECTION OF DATA, INFRASTRUCTURE AND SOFTWARE

Contractor is responsible for providing physical and logical security for all Data, infrastructure (e.g. hardware, networking components, physical devices), and software related to the services the Contractor is providing under the Authorized User Agreement.

All Data security provisions agreed to by the Authorized User and Contractor within the Authorized User Agreement may not be diminished for the duration of the Authorized User Agreement. No reduction in these conditions in any fashion may occur at any time without prior written agreement by the parties amending the Authorized User Agreement.

2. SECURITY POLICIES AND NOTIFICATIONS


The Contractor and its personnel shall review and implement all State security policies, procedures and directives currently existing or implemented during the term of the Contract, including ITS Policy NYS-P03-002 Information Security Policy (or successor policy(ies)).

2.2. Security Incidents

Contractor shall address any Security Incidents in the manner prescribed in ITS Policy NYS-P03-002 Information Security Policy (or successor policy(ies)), including the New York State Cyber Incident Reporting Procedures incorporated therein or in such successor policy(ies).

3. DATA BREACH – REQUIRED CONTRACTOR ACTIONS

3.1. Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

3.1.1. Notify the NYSDOT Project Coordinator or their designated contact person(s), by telephone as soon as possible, but in no event more than four (4) hours from the time the Contractor has knowledge of a Data Breach;

3.1.2. Consult with and receive authorization from the NYSDOT Project Coordinator as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User;

3.1.3. Coordinate all communication regarding the Data Breach with the NYSDOT Project Coordinator
3.1.4. Cooperate with the NYSDOT Project Coordinator in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and

3.1.5. Take corrective action in the timeframe required by the NYSDOT Project Coordinator. If Contractor is unable complete the corrective action within the required timeframe, the NYSDOT Project Coordinator may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to NYSDOT, or until NYSDOT has completed a new procurement for a replacement service system. The Contractor will be responsible for the cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the OAG to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

4. DATA OWNERSHIP, ACCESS AND LOCATION

4.1. Data Ownership

NYSDOT shall own all right, title and interest in Data.

4.2. Authorized User Access to Data

NYSDOT shall have access to its Data at all times, through the term of the Contract. NYSDOT shall have the ability to import or export Data in piecemeal or in its entirety at NYSDOT’s discretion, without interference from the Contractor.

4.3. Contractor Access to Data

The Contractor shall not copy or transfer Data unless authorized by NYSDOT. In such an event the Data shall be copied and/or transferred in accordance with the provisions of this Section. Contractor shall not access any Data for any purpose other than fulfilling the service. Contractor is prohibited from Data Mining, cross tabulating, monitoring NYSDOT’s Data usage and/or access, or performing any other Data Analytics other than those required within the Contract. At no time shall any Data or processes (e.g. workflow, applications, etc.), which either are owned or used by NYSDOT be copied, disclosed, or retained by the Contractor or any party related to the Contractor. The Contractor is allowed to perform industry standard back-ups of Data. Documentation of back-up must be provided to NYSDOT upon request. Contractor must comply with any and all security requirements within the Contract.

4.4. Data Location and Related Restrictions

All Data shall remain in CONUS. Any Data stored, or acted upon, must be located solely in Data Centers in CONUS. Services which directly or indirectly access Data may only be performed from locations within the Continental United States (CONUS). All Data in transit must be handled in accordance with FIPS- 140-2 or TLS1, or TLS2 (or successor).
4.4.1. Support Services

All helpdesk, online, and support services which access any Data must be performed from within CONUS. At no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS.

5. CONTRACTOR PORTABLE DEVICES

Contractor shall not place Data on any portable Device unless Device is located and remains within Contractor's CONUS Data Center.

The Data, and/or the storage medium containing the Data, shall be destroyed in accordance with applicable ITS destruction policies (ITS Policy S13-003 Sanitization/Secure Disposal and S14-003 Information Security Controls or successor) when the Contractor is no longer contractually required to store the Data.

6. TRANSFERRING OF DATA

6.1. General

The Contractor will not transfer Data unless directed to do so in writing by NYSDOT.

6.2. Transfer of Data at end of Contract and/or Authorized User Agreement Term

At the end of the Contract, Contractor may be required to transfer Data to a new Contractor. This transfer must be carried out as specified by NYSDOT in the Contract. This transfer may include, but is not limited to, conversion of all Data into or from an industry standard format(s) including comma/delimited files, txt files, or Microsoft standard file formats.

6.3. Transfer of Data; Charges

Transfer of Data shall be done at no additional charge to NYSDOT.

6.4. Transfer of Data; Contract Breach or Termination

In the case of Contract breach or termination for cause of the Contract, all expenses for the transfer of Data shall be the responsibility of the Contractor.

7. ENCRYPTION

All Data must be encrypted at all times unless specifically authorized by the NYSDOT Project Coordinator. At a minimum, encryption must be carried out at the most current NYS Encryption Standard (NYS-S14-007), (or successor policy(ies) with key access restricted to NYSDOT only, unless with the express written permission of the Authorized User. The Authorized User Agreement shall specify the respective responsibilities of the Authorized User and the Contractor for the encryption of Data.

8. REQUESTS FOR DATA BY THIRD PARTIES

Unless prohibited by law, Contractor shall notify the NYSDOT Project Coordinator in writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than NYSDOT, and the Contractor shall
secure Written acknowledgement of such notification from the NYSDOT before responding to the request for Data.

Unless compelled by law, the Contractor shall not release Data without NYSDOT’s prior written approval.

9. SECURITY PROCESSES

If requested by an Authorized User as part the Request for Quote process, Contractor shall complete a Consensus Assessment Initiative Questionnaire (CAIQ) including on an annual basis thereafter. The form is available at Cloud Security Alliance (https://cloudsecurityalliance.org/). The CAIQ may be used to assist the Authorized User in building the necessary assessment processes when engaging with Cloud providers.

In addition to a request for a CAIQ, Contractor shall cooperate with all reasonable Authorized User requests for a written description of Contractor's physical/virtual security and/or internal control processes. The Authorized User shall have the right to reject any Contractor's RFQ response or terminate an Authorized User Agreement when such a request has been denied.

For example, Federal, State and local regulations and/or laws may require that Cloud Contractors operate within the Authorized User's regulatory environment. In order to ensure that security is adequate and free of gaps in control coverage, the Authorized User may require information from the Contractor's Service Organization Controls (SOC) audit report.

10. UPGRADES, SYSTEM CHANGES AND MAINTENANCE/SUPPORT

The Contractor shall give a minimum of five (5) business days advance Written notice to the designated Authorized User(s) contact of any upgrades or system changes that will impact services as provided in the Authorized User Agreement.

11. EXPIRATION , TERMINATION OR SUSPENSION OF SERVICES

11.1. Return of Data

The Contractor shall return Data in a format agreed upon within the Contract or as agreed to with the NYSDOT Project Coordinator. The Contractor must certify all Data has been removed from its system and removed from backups within timeframes established in the Contract or as agreed to with the NYSDOT Project Coordinator.

11.2. Suspension of Services

During any period of suspension of service, NYSDOT shall have full access to all Data at no charge. The Contractor shall not take any action to erase and/or withhold any NYSDOT Data, except as directed by the NYSDOT Project Coordinator.

11.3. Expiration or Termination of Services

Upon expiration or termination of the Contract, NYSDOT shall have full access to all Data for a period of 60 calendar days at no charge. During this period, the Contractor shall not take any action to erase and/or withhold any Data, except as directed by the NYSDOT Project Coordinator.
12. SECURE DATA DISPOSAL

When requested by the NYSDOT Project Coordinator, the Contractor shall destroy Data in all of its forms, including all back-ups. Data shall be permanently deleted and shall not be recoverable, according ITS Policy S13-003 Sanitization/Secure Disposal or successor and S14-003 Information Security Controls or successor. Certificates of destruction, in a form acceptable to NYSDOT, shall be provided by the Contractor to the NYSDOT Project Coordinator.

13. ACCESS TO SECURITY LOGS AND REPORTS

Upon request, the Contractor shall provide reports to NYSDOT in a format as specified in the Contract.

14. CONTRACTOR PERFORMANCE AUDIT

The Contractor shall allow NYSDOT to assess Contractor's performance by providing any materials requested in the Contract (e.g., page load times, response times, uptime, fail over time). NYSDOT may perform this Contractor performance audit with a third party at its discretion.

The Contractor shall perform an independent audit of their Data Centers, at least annually, at Contractor expense. The Contractor will provide a full version of the audit report upon request by NYSDOT. The Contractor shall identify any confidential, trade secret, or proprietary information in accordance with Appendix B, Section 9(a), Confidential Trade Secret Materials.>> need to change this language to reflect FOIL.

15. PERSONNEL

15.1. Background Checks

NYSDOT may require the Contractor to conduct background checks on certain Contractor staff at no charge to NYSDOT.

15.2. Separation of Duties

The Contract may require the separation of job duties, and limit staff knowledge of Data to that which is absolutely needed to perform job duties.

16. BUSINESS CONTINUITY/DISASTER RECOVERY (BC/DR) OPERATIONS

The Contractor shall provide a business continuity and disaster recovery plan to the NYSDOT Project Coordinator within 30 days of receiving the Notice to Proceed.

17. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

If required within the Authorized User Agreement, Contractor will provide verification of compliance with specific Federal, State and local regulations, laws and IT standards that the Authorized User is required to comply with. See Appendix D -Primary Security and Privacy Mandates.

18. AUTHENTICATION TOKENS

The Authorized User Agreement may require authentication tokens for all systems. For more details, please see NYS ITS Policy S14-006 Authentication Tokens Standard or successor.
19. MODIFICATION TO CLOUD SERVICE DELIVERY TYPE AND DESCRIPTION WITHIN AN AUTHORIZED USER AGREEMENT

As Cloud services can be flexible and dynamic, delivery mechanisms may be subject to change. NYSDOT requires notification of any such changes to ensure security and business needs are met.

Any changes to the description, type of service(s), or SKU (e.g., PaaS to IaaS) must be provided to NYSDOT.

In addition, notification must be provided to the NYSDOT Project Coordinator for review and acceptance, prior to implementation. Any changes to the Contract will require NYSDOT to re-assess the risk mitigation methodologies and strategies and revise the Contract as needed.
8.26 Attachment 26: Vehicle Specification

The Buses procured by or through NYSDOT for use by the Operator in performance of services, as described in Section 4.2 – NYSDOT Responsibilities shall be functionally equivalent to standard 45-ft. over-the-road coach buses typically procured and currently used by the MTA, as described in the Attachment 26, Vehicle Specification below.

NYSDOT will be responsible for the procurement of all 45-ft. over-the-road coach buses to be utilized under the resulting Operator C037626. The procured buses shall then be leased to the contractor in accordance with the lease terms described in RFP Attachment 8.29 ‘LHTL BRT Bus Lease Terms. NYSDOT, with assistance from the MTA, shall procure an initial fleet of thirty-one (30) of the 45-ft. buses, with an option to provide additional buses for any agreed-upon service expansions. The selected Operator shall be responsible for maintaining and repairing the LHTL buses. A table detailing the essential aspects of the coaches is included below.

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dimensions</td>
<td>44’8.5” L, 101” W, 134” H</td>
</tr>
<tr>
<td>Passenger Capacity (seated)</td>
<td>57</td>
</tr>
<tr>
<td>Engine Type</td>
<td>Volvo Powertrain D13 – Diesel 4 Stroke</td>
</tr>
<tr>
<td>Fuel Type</td>
<td>Diesel/ULSF (&lt;15ppm)</td>
</tr>
<tr>
<td>Transmission</td>
<td>Allison 6-Speed Automatic 400 Series, B500 with Retarder, Gen V</td>
</tr>
<tr>
<td>HVAC</td>
<td>Condenser: MCC/EBM fans – Evaporator: MCC/Ametek fans</td>
</tr>
<tr>
<td></td>
<td>Heater: MCC 150000 btu</td>
</tr>
<tr>
<td>Cooling Package</td>
<td>Titan X Engine Cooling; 500hp</td>
</tr>
<tr>
<td>Tires</td>
<td>Goodyear Intercity Cruiser, B315/80R22.5</td>
</tr>
<tr>
<td>Brakes</td>
<td>Knorr SN7000 with Potentiometer brake pad wear sensors</td>
</tr>
<tr>
<td>Lifts</td>
<td>Ricon Underfloor Cassette Mirage F9TF-DE019</td>
</tr>
<tr>
<td>Bike Racks</td>
<td>2-position bike transit racks at the front of the vehicle</td>
</tr>
<tr>
<td>ITS Components</td>
<td>CAD/AVL, Automated passenger counter, Real-time information OVD and OVA, CCTV, on-bus Wi-Fi, USB</td>
</tr>
<tr>
<td>Multiplex</td>
<td>chargers, Transit Signal Priority (Opticom)</td>
</tr>
<tr>
<td>-----------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Volvo - MCM, IO-A, IO-B</td>
</tr>
</tbody>
</table>
8.26A Attachment 26A: Bus ITS Specification

The following requirements are for in-vehicle technology. All in-vehicle technology will be procured by the Contractor and installed after delivery of the vehicles by NYSDOT.

Intelligent Transportation Systems (ITS)

A. Video Surveillance

1) The Proposer shall provide and install a video surveillance system for use by the vehicle operator to view the entire bus.

2) CCTV shall be installed on all buses adding an element of safety for customers and employees.

3) CCTV cameras shall be IP based with images/streams being available to the transit operator and HVTMC/Police if required via a web portal with integration into the ICMS.

4) CCTV cameras views shall be agreed to and set up in advance, with operators able to view pre-set views.

5) CCTV cameras shall be enclosed by a protective dome or other protective housing or lens as agreed.

6) CCTV shall provide a view of the entire bus.

7) Vehicle CCTV shall integrate with the back office requirements and CCTV installed at bus shelters as specified within Attachment 23: Technology Specifications.

8) CCTV Cameras shall be provide Full HD images and record in 1080p.

9) CCTV Cameras shall handle at least 20 frames per second (fps).

10) CCTV Cameras shall provide wide-angle lenses to reduce the number of cameras required for complete coverage.

11) The video surveillance system shall be comprised with enough cameras to view the entire interior of the vehicle with special emphasis on the door areas, driver’s area, stairwell and exterior including both sides looking rearward along the vehicle sides from the front of the vehicle. A forward view of the oncoming traffic and a rearward view of traffic.

12) The rearward view camera shall also operate as a reverse view camera to be viewed on the driver’s interior view monitor while reversing.

B. Real Time Passenger Information (RTPI)

1) In order to ensure information is readily available to the customer, increase the overall journey experience and encourage modal shift RTPI next stop on vehicle displays (OVD) and on vehicle audio (OVA) announcements shall be installed on all transit vehicles utilized under this RFP.

2) The AVL system shall be linked to the RTPI system. Algorithms shall be in place to use the AVL information to accurately predict when a bus will be arriving/departing a particular stop and populate the OVD and OVA.

3) OVD shall employ TFT, OLED or other high resolution displays

4) OVDs shall be located as necessary for all passengers to clearly view the OVD information and will be secured in place with appropriate brackets.
5) Depending on seating layout and sight line distances, it may be necessary to place more than one display on each deck. It may also be necessary to place displays in the center of the vehicles so that information can be viewed from distance.

6) Speakers to be installed on the bus allowing for on board vehicle announcements.

7) Speakers shall be located as such that all passengers can clearly hear the announcements, with volume being configurable. Speakers shall be audible above background noise decibel level of between 7-85 dBA. This will vary depending on vehicle speed and road surface.

8) OVD shall have the ability for messages to be placed on one or both of the lines by HVTMC/transit operator.

9) OVD shall have the ability to show current time as well as “next stop” and “now at” stop information.

10) OVA shall have the functionality to provide “next stop”, “approaching” and “now at” announcements.

11) OVA shall not be used for anything other than providing next stop information in accordance with ADA regulations

12) The RTPI system should have a control module that is accessible to the bus driver

13) The RTPI driver’s module shall have a functionality that displays future stops and the ultimate destination.

14) Real time information on Metro-North and potentially other transit services shall be displayed to passengers throughout the bus journey in addition to RTPI relating to the specific journey. Metro-North and additional service information shall be displayed through a configurable priority schedule agreed with NYSDOT.

15) On board RTPI displays and announcements shall integrate with the back office requirements and shelter displays specified within Attachment 23: Technology Specifications.

C. Public Address System

1) A public address system (PA) will be included in the vehicle.

2) The PA system shall be used with the next stop announcement system.

D. Radio

1) The Transit Operator is responsible for procuring and installing their own radio system into the buses delivered by NYSDOT.
E. Automatic Vehicle Location

1) An Automatic Vehicle Location (AVL) system shall be supplied, integrated and maintained as part of each vehicle at the contractor’s expense.

2) The AVL system shall have the following capabilities:
   a. On board computer based AVL shall have the ability to feed into and populate the RTPI system.
   b. AVL location of each bus shall be updated at least every 30 seconds.
   c. Communicate with the back office central system via GPRS.
   d. CAD events shall be communicated via the AVL system with the driver being alerted to incidents/events.

3) AVL system shall integrate with the back office requirements specified within Attachment 23: Technology Specifications.

F. Automatic Passenger Counting (APC)

1) In order to monitor bus patronage on journeys and where passengers board and alight an APC system shall be installed.

2) This will consist of hardware on every transit vehicle and a back office software package to monitor information and historically log information with the ability to run reports on this stored information. The requirements of an APC system are:
   a. The APC system shall be installed on each vehicle to monitor bus patronage at every entry/exit from the bus.
   b. The APC system shall provide multi directional counting so that passenger boarding and alighting figures can both be obtained.
   c. The APC system shall have the ability to provide location based information on bus patronage. This shall be geocoded and fed into the ICMS.
   d. The APC system shall be at least 95% accurate in counting passenger boarding and alighting.
   e. The APC system shall qualify the passenger count by recording date and time of door opening and closing.

3) The APC system will integrate with the back office requirements as specified within Attachment 23: Technology Specifications.

G. Passenger Wi-Fi

1) Free Wi-Fi shall be provided on all vehicles to improve customer satisfaction.

2) A Wi-Fi system shall be installed in vehicle and consist of the following:
   a. Wi-Fi routers and associated antenna’s to be installed on all vehicles.
   b. Wi-Fi shall utilize a 4G modem and support 4G networks or the most advanced system commonly available at the time of system implementation.
   c. System shall allow for at least 50 concurrent connections.
d. The Wi-Fi system shall allow for secure remote updates of the passenger Wi-Fi system when vehicle is parked in the bus yard when out of revenue service.

e. There shall be no data connection between the passenger Wi-Fi system and any vehicle electronic systems.

3) The on bus Wi-Fi shall integrate with the back office requirements and Wi-Fi to be installed in bus shelters as specified within Attachment 23: Technology Specifications.

H. Fare Collection and Ticketing

1) In order to maximize the efficiency of the bus service an off board payment solution is required. The off-board fare payment machines will be procured and installed by NYSDOT. These machines will accept cash, credit/debit, and will issue tickets with a QR or barcode that can be scanned by the on-board ticket validators.

2) Ticket validators shall be supplied by the successful operator and shall be installed on each vehicle.

3) The transit operator shall supply a mobile app that shall allow passengers to pay fares using their own mobile devices.

4) On board fare payment validators shall have the following requirements:
   a. Ticket validators shall be installed on all buses at entry points.
   b. Validators shall be easily accessible to all passengers and shall comply with ADA standards.
   c. Ticket validators shall have the ability to validate paper and mobile tickets through either barcode or QR code.
   d. Ticket validators shall flag issues with ticket validity to the driver for resolution.
   e. The ticket validators shall integrate with the off board vending machines and mobile app as specified within Attachment 23: Technology Specifications.
   f. It is preferable for the fareboxes to also be able to accommodate NFC technology, so that they can be made compatible with the MetroCard replacement when it is available.

I. Transit Signal Priority (TSP)

1) NYSDOT shall provide TSP at traffic signal intersection to reduce transit time and ensure reliable bus journey.

2) For the overall TSP system to be functional the transit operator shall install the on bus TSP elements.

3) In order to achieve interoperability with the Westchester Bee Line service Opticom GPS must be used.

4) The transit operator shall install TSP on every bus and integrate it with the back office system supplied by NYSDOT.

5) The TSP system shall be comprised of:
   a. Opticom TSP model 2100/1 GPS Control Unit,
b. Opticom 1050 GPS/Radio Antenna to be installed on each vehicle

6) TSP shall integrate with the ICMS as specified within Attachment 23: Technology Specifications.

J. Intelligent Vehicle Network (IVN)

1) Buses will be delivered pre-wired for an Intelligent Vehicle Network or similar but it is the responsibility of the operator to provide for this system.

K. System Accommodations

1) At minimum the Proposer will be obligated and shall anticipate costs and effort to provide below, whilst not damaging or interfering with other systems already installed on the NYSDOT procured bus:
   a. Cabinetry to house components
   b. Power to operate the different systems
   c. Connections to vehicle electronics to provide customarily used data
   d. Installation of components such as passenger displays
   e. Installation of video surveillance systems
   f. Installation of antennas and sensors
   g. Supply and Installation of all necessary ITS cables and wiring as per ITS contractor’s instructions.
   h. Supply and installation of secure communications between ITS systems and back office.
8.27 Attachment 27: Service Expansion Plans

The following is an update to the Mass Transit Task Force given in June 2015, detailing the potential expansion of the Intercounty BRT service. All capital cost and fleet size estimates are based on assumptions at the time of the presentation.

8.28 Attachment 28: Off-Board Fare Payment Machines

8.28.1. Fare Payment System Costs

The Contractor is responsible for procuring and maintaining all equipment necessary for off-board fare payment machines. Table 1 below presents estimated costs for the installation and long-term operation of these machines. These are indicative costs that were estimated based on a market review of existing transit systems that utilize off-board credit/debit machines.

Table 1: Fare payment system costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unitary costs</strong></td>
<td></td>
</tr>
<tr>
<td>Off-board credit/debit fare collection machine</td>
<td>$10,000 to $13,000</td>
</tr>
<tr>
<td><strong>Fixed costs</strong></td>
<td></td>
</tr>
<tr>
<td>Server equipment</td>
<td>$149,000</td>
</tr>
<tr>
<td>Depot equipment</td>
<td>$93,000</td>
</tr>
<tr>
<td>Installation and acceptance</td>
<td>$30,000</td>
</tr>
<tr>
<td><strong>Operational costs</strong></td>
<td></td>
</tr>
<tr>
<td>Machine maintenance</td>
<td>$600 per machine per year</td>
</tr>
<tr>
<td>Software/back office requirements</td>
<td>$900 per machine per year</td>
</tr>
</tbody>
</table>

8.28.3. Fare Collection Machine Installation

The Contractor shall install a total of 26 off-board fare collection machines. Table 2 below specifies how many machines must be installed at each stop in the system. Note that no eastbound stations in White Plains require a fare payment machine, as the LHTL will not serve intra-Westchester trips. Because of extremely low demand at westbound-boarding stops in Rockland County, any passengers wishing to use credit/debit fare collection machines will be directed to the machines located at the corresponding eastbound stop.

The Contractor shall provide fare collection machines as outlined below, and liquidated damages will be assessed for failure to maintain fully functioning fare collection systems. NYSDOT will
require fare collection machines across the LHTL system to be operational and functioning per system specifications at least 96% of the time. Below that percentage, NYSDOT will assess liquidated damages as follows:

Fare Payment Technology Availability Percentages Liquidated Damages

94% to 95.99% - $500.00 per month
90% to 93.99% - $1,000.00 per month
89.99% and below - $1,500.00 per month

In the event of a malfunctioning fare collection machine, the Contractor shall be responsible for prompt repairs. NYSDOT will require that the machine be fixed within 48 hours from identification and will assess liquidated damages in the amount of $100.00 per day for each day thereafter.
Table 2: Number of requirements of off-board fare collection machines per stop

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Stop</th>
<th>Direction</th>
<th>Location</th>
<th>Number of Fare Payment Machines</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffern</td>
<td>Chestnut Street EB</td>
<td></td>
<td>Hallett Pl. &amp; Chestnut St.</td>
<td>1</td>
<td>$23,000-$10,000-$13,000</td>
</tr>
<tr>
<td>Airmont</td>
<td>Airmont Road EB</td>
<td></td>
<td>Airmont Rd. at NY 59</td>
<td>1</td>
<td>$23,000-$10,000-$13,000</td>
</tr>
<tr>
<td></td>
<td>WB</td>
<td></td>
<td>NY 59 at Airmont Rd.</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Monsey</td>
<td>Monsey Park &amp; Ride EB</td>
<td></td>
<td>Main St. at NY 59</td>
<td>2</td>
<td>$46,000-$20,000-$26,000</td>
</tr>
<tr>
<td>Spring Valley</td>
<td>Spring Valley EB</td>
<td></td>
<td>Franklin St. at Municipal Plaza</td>
<td>2</td>
<td>$46,000-$20,000-$26,000</td>
</tr>
<tr>
<td>Nanuet</td>
<td>Exit 14 Park &amp; Ride EB</td>
<td></td>
<td>NY 59 EB &amp; Forman Dr.</td>
<td>1</td>
<td>$23,000-$10,000-$13,000</td>
</tr>
<tr>
<td></td>
<td>WB</td>
<td></td>
<td>Exit 14 Park &amp; Ride lot</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>West Nyack</td>
<td>Palisades Center Lot J</td>
<td></td>
<td>Palisades Center Dr. Lot J</td>
<td>2</td>
<td>$46,000-$20,000-$26,000</td>
</tr>
<tr>
<td>West Nyack</td>
<td>Macy’s EB</td>
<td></td>
<td>Palisades Center Dr. &amp; NY 59</td>
<td>2</td>
<td>$46,000-$20,000-$26,000</td>
</tr>
<tr>
<td>Nyack</td>
<td>Central Nyack EB</td>
<td></td>
<td>NY 59 &amp; Mountainview Av. (south side of NY 59)</td>
<td>1</td>
<td>$23,000-$10,000-$13,000</td>
</tr>
<tr>
<td></td>
<td>WB</td>
<td></td>
<td>NY 59 &amp; Mountainview Av. (north side of NY 59)</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Nyack</td>
<td>Downtown Nyack EB</td>
<td></td>
<td>Artopee Way &amp; Franklin St. (north side of Artopee)</td>
<td>2</td>
<td>$46,000-$20,000-$26,000</td>
</tr>
<tr>
<td></td>
<td>WB</td>
<td></td>
<td>Artopee Way &amp; Franklin St. (south side of Artopee)</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Location</td>
<td>Street Details</td>
<td>Traffic</td>
<td>Price Range</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------------------------------------------------------------------</td>
<td>-----------</td>
<td>----------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>South Nyack</td>
<td>Franklin St. &amp; Clinton Ave. (west side of Franklin)</td>
<td>2</td>
<td>$20,000-$26,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Franklin St. &amp; Clinton Ave. (east side of Franklin)</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tarrytown</td>
<td>Broadway &amp; WB I-287 on-ramp</td>
<td>1</td>
<td>$10,000-$13,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Broadway &amp; NY 119</td>
<td>1</td>
<td>$10,000-$13,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tarrytown</td>
<td>US 9 at W. Elizabeth St.</td>
<td>1</td>
<td>$10,000-$13,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tarrytown</td>
<td>Depot Plaza</td>
<td>2</td>
<td>$20,000-$26,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>White Plains</td>
<td>Tarrytown Rd. &amp; Central Av. (west side of Tarrytown Rd.)</td>
<td>0</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tarrytown Rd. &amp; Central Av. (east side of Tarrytown Rd.)</td>
<td>1</td>
<td>$10,000-$13,000</td>
<td></td>
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<tr>
<td>White Plains</td>
<td>Main St. &amp; Bank St.</td>
<td>0</td>
<td>$0</td>
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<tr>
<td>White Plains</td>
<td>Hamilton Ave. &amp; Ferris Ave.</td>
<td>2</td>
<td>$20,000-$26,000</td>
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<tr>
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<td>Main St. &amp; Court St.</td>
<td>0</td>
<td>$0</td>
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<tr>
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<td>Martine Ave. &amp; Court St.</td>
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<td>$10,000-$13,000</td>
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<tr>
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<td>Main St. &amp; Broadway</td>
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<td>$10,000-$13,000</td>
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<tr>
<td>Total</td>
<td></td>
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<td>$260,000-$338,000</td>
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8.29 Attachment 29 - LHTL BRT Bus Lease Terms

The terms of this Bus LHTL BRT Lease shall run with the term of Contract #C037626 and are incorporated thereunder.

Upon delivery to the Contractor, the Contractor shall be responsible for all maintenance, upkeep, cleaning, and repair of all buses provided under this agreement to the extent necessary to keep the buses in good repair and condition at all times during which the buses are used during revenue mile provision of BRT services to the public. The Contractor is also responsible for procurement of replacement parts for the vehicles while those vehicles are in their service.

The State shall retain full legal title to the buses. The title will be held by NYSDOT or another state governmental agency, authority or instrumentality of the State as NYSDOT deems appropriate.

Contractor shall lease all buses under this agreement for one dollar ($1).

Contractor shall maintain insurance for the vehicles at least the insurance level provided in Attachment 1- Draft Contract under Article 12 –Insurance.

Contractor shall indemnify and hold harmless the State for the lease and use of the buses in accordance with Attachment 1- Draft Contract. Article 12 - Consultant Responsibility.

Contractor shall also be responsible for any and all loss or damage to the buses from any and all occurrence including, but not limited to damages occurring from accidents, negligent or intentional acts of any person or entity, theft, vandalism, weather, disaster, emergencies, acts of war, or acts of God. Contractor shall replace or repair the buses to return the bus and full operational functionality, appearance and quality to at least the same or better condition than it was in prior to the loss or damage occurrence.

Upon mutual agreement of the parties, the Contractor shall have the right to purchase the Buses and associated equipment at fair market value, at the end of the Contract Term, or upon Termination of the Contract #C037626 by the State. In the event the parties cannot agree on such fair market value, a neutral third party expert appraiser shall determine such fair market value, the cost of such appraiser to be borne by the Contractor.
8.30 Attachment 30: Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm’s ability to carry out obligations under any existing contracts between the firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;

5. During negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State contract to another;

7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing
or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflict may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

________________________________________________________________________

Name, Title

________________________________________________________________________

Signature                              Date

This firm must be signed by an authorized executive or legal representative.
8.31 Attachment 31: Q&A

Q1. Page 49 – 5.4.9.8 – To what does the sentence “All amounts specified above will be billed as an off-set against future Contractor invoices.”
ANS: Any fees assessed due to change in key personnel will be deducted from invoices submitted by the Contractor.

Q2. Page 51 – 5.5.1.1 – Do initial time and materials reimbursements include that for a buildup of the initial marketing and branding of the service?
ANS: Yes

Q3. Page 22 – 4.4.4.1 – Fare Coordination – Will procurement of future fare equipment to comply with new MTA fare media be reimbursed under a separate contract addendum?
ANS: Yes, a supplemental agreement will be processed to include the scope and costs for the procurement, installation and maintenance of the new MTA fare payment system.

Q4. Page 45 – 5.4.7.5 – Operating Performance – Define STICC
ANS: Statewide Transportation Information and Coordination Center.

Q5. Page 59 – 6.1 – We request a four week extension for the proposal due date, as the RFP was released a week beyond the date initially advertised, with no guidance during the development process as to what changes could be expected, and more important, as the proposal is due but two weeks after question responses.
ANS: The proposal due date has been extended 2 weeks to August 11, 2017 at 2:00 PM, the deadline to submit questions has been extended to July 14, 2017 at 12:00 PM.

Q6. Page 96 – Article 18 – Should this read “Contractor” instead of “Consultant”?
ANS: As stated in Section 3.3, Definitions and Acronyms: Consultant, Contractor, and Operator – shall assume the same meaning, and are utilized interchangeably.

Q7. Attachments Page 84 – 3.5 – the term “without any cost” should read “without any cost beyond bid cost”
ANS: This will be addressed in the modification to read “without any additional cost to NYSDOT beyond the contractor’s operational service period per mile rate.”

Q8. Attachments Page 86 – 8. – May the term “providing a vehicle storage and maintenance facility” be interpreted to read “providing one or more vehicle storage and maintenance facilities”
ANS: This will be addressed in the modification to read: “8. Vehicle Storage and Maintenance Facility (ies) – The Contractor is responsible for providing vehicle storage and maintenance facility (ies) with capacity for the required LHTL vehicles.” “8.1 In addition to the requirements outlined in Section 4.4.4, this/these maintenance facility (ies) must be required to have associated with it/Them the following key factors:”
Q9. Page 11 – 3.5 – Contract Term and Payment Method – Please indicate what relief the Contractor has if the CPI substantially exceeds the cap limit of 3% (four of the last ten years have seen this index exceed 3%, once by 150%).
ANS: Any adjustments cannot exceed the 3% cap, regarding less of how high the CPI is running.

Q10. Page 22 – 4.4.4.1 – Schedule Coordination – Does this apply to ALL Metro-North stations (Spring Valley, Tarrytown, White Plains)? It is impossible to comply with this and still have a regular interval schedule as MNR schedules vary by time of day.
ANS: The operator should make every effort to coordinate with Metro North schedules at Tarrytown and White Plains stations (especially at Tarrytown, where trains are less frequent). Coordinating with schedules at Spring Valley station is of less importance, as there does not seem to be significant bus-to-train transfers here (and vice-versa).

Q11. Page 44 – 5.4.6 – Service Plan – Although this indicates that proposals may not alter the route or stops on any of the routes proposed, is it permissible to propose certain adjustments beyond the core, such as extension to Suffern Railroad Station?
ANS: The selected operator may serve any additional locations they can accommodate within the schedule and with the allocated number of buses, as long as they serve all of the stops outlined in the Service Plan, meeting at least the minimum frequencies.

Q12. Page 45 – 5.4.7.3 – Customer Service – Will there be any credit offered to the concept of hospitality as a customer service benefit as well as simply responding to customer concerns, etc.?
ANS: Section 5.4.7.3 asks proposers to “describe how the customer service program will meet the RFP’s minimum requirements of RFP Section 4.4.13 and Attachment 18: Customer Satisfaction.” The contents of the customer service program will be evaluates for these minimum requirements and any other customer service aspects they propose. The evaluation committee will not be sampling any current services operated by proposers. All details about how the proposer intends to conduct customer service must be included in the proposal.

Q13. Page 55 – 5.5.1.8 – May we presume that extraordinary emergency work (not caused by the contractor) will be covered separately for reimbursement?
ANS: Please refer to Section 3.6, Service Expansion, page 12; Article 10, Extra Work, page 5 of Attachment 1, Draft Contract; Attachment 16, Operating Performance Standards, 2nd paragraph (force majeure language).

Q14. Page 63 – 6.3.1 – Additional points are issued for reducing running time. Since ALL competitors will be subject to the same traffic problems (and other delay-inducing difficulties), and since real running time adjustments can only be made after experience, there is no legal or safe means of reducing running time competitively.
ANS: Running time consists of street/highway operations, as well as dwell time enroute. Bidders have the opportunity through their operations to decrease and manage dwell time at bus stops, especially when boarding and alighting passengers and affirmatively communicating the functioning of the transit priority signaling systems. In addition,
layover is included in the running time (synonymous with the NTD definition of revenue vehicle time) and the effective management of layover will be encouraged. The objective of this incentive is to encourage high quality, efficient and actively managed operations, and encourage a LHTL “team-approach” to highway and transit operations.

Q15. Page 64 – 6.3.1 – Will peak/off peak fares be acceptable?
ANS: As outlined in the RFP, the proposer may include other existing fare types and are encouraged to consider new or different fares that serve potential transit markets; however, new or different fare types will not be included in the bonus point calculation.

Q16. Page 64 – 6.3.1 – Will UniTicket fares over Spring Valley be accepted?
ANS: A Uniticket to Spring Valley is not a feature of the current TZx service and is seen to have little value for the future LHTL service. NYSDOT will not be negotiating with MTA for this fare type for Spring Valley.

Q17. Page 67 – 6.3.2 – Reference Checks – Will the evaluation members visit existing facilities of proposers or ride existing operations thereof? If not, we recommend incorporating this into the evaluation process.
ANS: Please refer to Section 6.3.2, Technical Proposal Evaluation. The Department reserves the right to perform reference checks to verify experience. The proposer should provide their approach how they will meet the minimum facility requirements in the technical submittal. Since it is not a requirement to have a facility/facilities at the time of proposal submission it would be unfair to all potential proposals to require facility site visits.

Q18. Attachments Page 21 – Article 33 Title VI Assurance (1) – We do not believe compliance with Title VI regulations is possible since this RFP mandates severe diminution of service on a potential Title VI area on the Suffern Route?
ANS: The routes required under the RFP, have been structured based upon an analysis of current and projected use of bus services, ridership levels, travel times and patterns. NYSDOT analysis indicate that the passengers from Suffern are already making transfers to an express service at Lot J rather than staying on the same bus for what can be over an hour. Therefore the structure of the Dark Blue route offers passengers a wider range of destinations, shorter travel times and more frequent options than prior bus services.

Q19. Attachment Page 70 – 8.16-5, Skipped Stops – As skipped stops (with coverage by following buses) is a standard dispatching technique to improve service, why are these forbidden?
ANS: Skipped stops only work well when frequencies are at 5-10 minutes, as a following bus is not far behind the first. The LHTL service is not intended to run at these frequencies, and so there is a customer expectation that all stops will be served on every run of the route.

Q20. Attachments page 77 – 8.16.-3, Please confirm if the embedded allowances for routine service delays take into account seasonal/cyclical traffic fluctuations (Fridays before summer
weekends, three day holiday weekends, heavy travel holidays such as Thanksgiving Wednesday and Sunday, etc.)?
ANS: The embedded allowances do allow for routine service delays. Proposer has the responsibility to maintain all schedules. The department may take into consideration extreme traffic conditions such as holidays when assessing liquidated damages.

Q21. Attachments Page 79 – 4, Other Requirements – (1) – If route capacity is strained by passenger growth, endemic problems not of the Contractor’s cause, or for any other reason, may the Contractor supply his own buses in equivalent utility and condition?
ANS: As noted on the pre-proposal call, operators would be able to supply their own buses if they feel the need to do so, as long as these follow the specifications of the transit vehicles NYSDOT is providing for the service and have all the technology elements and other amenities on the rest of the vehicle fleet. These vehicles would be procured at the expense of the operator. 3.6 Service expansion and cost language regarding additional buses. All buses must follow the specifications and branding.

Q22. Attachments Page 85 – 53, Add after the last word “appearance” the words “with exceptions granted for exceptional and severe weather”
ANS: No change will be made to the RFP.

Q23. Attachments Page 86 – 7, Damages for miles between road calls should except endemic problems with the fleet not caused by the Contractor.
ANS: The department may take these into consideration when assessing liquidated damages.

Q24. Attachments Page 89 -4, What are the base and stretch targets?
ANS: The base and stretch targets are at the discretion of NYSDOT and will be set before the launch of the service.

Q25. Attachments Page 101 – 8.21.1 4, Is a table showing use of fare types by time period (even as rough as peak versus off peak) available?
ANS: This information is not available.

Q26. Attachments Page 101 – 8.21.2, The key customer service concepts of Service Awareness and Ease of Information Availability are omitted. For a market largely dependent on case fares, internet or smart phone access to information of less value. Published schedules and maps are of greater use, and we respectfully suggest that all stops, shelters, and public facilities have hard copy maps and timetables for all routes clearly posted and current, and that such information be widely circulated.
ANS: Providing information about the service is a key responsibility of the transit operator and is addressed in Sections 4.4.13 and 4.4.14 of the RFP. It is up to the proposers to propose how they will meet these responsibilities in their proposals.

Q27. Attachments Page 103 – 8.21.2.5, As operator controlled speed or travel time is insignificant compared to external impediments such as traffic, fires, police actions, construction, etc., this should not be part of the RFP.
ANS: This is not a question. The language will remain as written in the RFP.

Q28. Attachments Page 103 – 8.21.2.3, Access includes ease of finding out about the existence of the service, its routes, timetables, connection and fare innovation, etc. Why is this not included as an access criterion?
ANS: Providing information about the service is a key responsibility of the transit operator and is addressed in Sections 4.4.13 and 4.4.14 of the RFP.

Q29. Attachments Page 108 – 8.21.5.2, Have the slower boardings and alightings of “cruiser” type (over-the-road) coaches been taken into account (as opposed to wide and double doors of double deck buses) in schedule forecasts?
ANS: Yes, a slower boarding time for coaches has been incorporated into the schedule estimates for the LHTL routes.

Q30. Attachments Page 151 – 8.28.1, The estimated cost of fare vending machines is shown as $10,000-$13,000, but Table 2 in this section uses and estimate of $23,000. Which one is correct?
ANS: This is an error and should be $10-13,000 in the table as well. The table will be revised in the modification.

Q31. Attachments Page 151 – 8.28.3, We are concerned that passengers directed to other locations in the absence of a fare vending machine will be in danger of missing their bus, and further, in physical danger if they cross busy streets to access the machines, and then return to the bus stop. Further, we are concerned about machine reliability, given the record of these devices. Taken all together, this is a significant disincentive to use public transportation.
ANS: NYSDOT has conducted an analysis to determine how many fare collection machines are needed and in which locations along the route. Passengers will also have the option to pay on-board with cash or through the mobile app, should the ticket machine be out of order. The Contractor is responsible for pricing out a suitable maintenance regime. Marketing and access to information should be included in the proposers planned approach. The Proposers has the ability to propose additional fare payment machines as part of their technical proposal. The cost for the procurement, installation and maintenance of additional machines must be correspondingly reflected in the cost proposal.

Q32. Please provide a list of attendees from the Pre-Proposal Webinar.
ANS: A list is attached.

Q33. Will the Contractor be exempt from paying any tolls that may be levied along the route? If not, what is the location and cost of each toll?
ANS: Tolls will be waived.

Q34. Will the State provide furnishings to the Contractor for its operations at the ICM control center?
ANS: Yes, the State will provide all necessary furnishing for the Contractor’s HVTMC resource.
Q35. Please confirm there are no proposal page limits for this proposal?
ANS: Only the cover letter/title page is limited to a single page. Please refer to Section 5.4.1, page 2 of the RFP.

Q36. Section 5.4.5 states the NTP will be issued around November 1, 2017. Page 1 indicates January 1, 2018. Please clarify.
ANS: The estimated notice to proceed (NTP) date is January 1, 2018.

Q37. Section 8.2 shows a table to be used for Key Personnel Resumes. Can a proposer recreate this table on a different format as long as the same information in the same order is included?
ANS: Proposers are to submit the attachments from the RFP with no changes to the format.

Q38. Please confirm that Attachment 6: Contractor Disclosure Legislation Forms A&B are samples and do not need to be submitted.
ANS: Correct, these forms are not to be submitted as part of the Proposal. The designated contractor will be responsible for submitting Form A upon contract execution and Form B prior to May 15th each year after contract award.

Q39. Please confirm that option years will also be increased by the same CPI terms as stated for the base year.
ANS: Yes.

Q40. Please clarify how operating revenues (fares, advertising, etc.) are to be utilized after collection. Will they be considered a credit against invoices for the month in which they are collected?
ANS: Yes.

Q41. Section 5.4.6 indicates an evaluation incentive for a weighted fare that is lower than the current TZx fares. If a contractor expects to be successful in attracting commuters and other choice riders, the weighted average fare will increase versus if half-fare passengers are targeted. This incentive seems to contradict the goal of the service. Please clarify the intent of this incentive in terms of ridership the service hopes to attract.
ANS: The spreadsheet has been corrected to reflect the current full fare for TZx (2 SuperSaver tickets, $2.20). For the purposes of this evaluation, the fares are weighted on existing TZx percentages of use (See Attachment 14). Therefore, proposers would not be penalized for proposals that encourage more full fare passengers.

Q42. Table 6.1 shows evaluation points for headway reductions, service span, and one-way travel time. Given the schedules will be further developed after award, how will NYSDOT protect itself from a contractor who overstates their capabilities in order to secure these points, only to retract the assumption when the schedules are finalized? This seems to reward misrepresentation at this early point in the development of the service and prior to further discussion and planning before service begins over 1 year from now.
ANS: As stated in Section 6.3.1, “A supporting narrative and operations plan that demonstrates how the proposed service will meet the RFPs performance metrics is required to confirm that the service levels proposed is (sic) attainable”. NYSDOT will carefully review each proposer’s plan, and service performance assumptions that are unrealistic or unsupported will not be accepted.

Q43. Please clarify whether a Prime Contractor can subcontract the provision of service (operating revenue vehicles, maintaining revenue vehicles) to a certified MBE, WBE, or SDVOB.
ANS: Subject to RFP Section 3.2 and other relevant provisions of the RFP, a Prime Contractor can subcontract provisions of services, provided the subcontracting entity is qualified for the subcontracted services, serves as a commercially useful function, is responsible, and is properly certified as an MBE, WBE, and/or SDVOB at the time of proposal submission.

Q44. Please indicate whether there are specific restrictions on the type of services/goods an MBE, WBE or SDVOB can provide.
ANS: The RFP references all requirements and/or restrictions related to MBE, WBE or SDVOB services. In addition to question #43, any MBE, WBE, and/or SDVOB chosen to be a proposed subconsultant has to be certified by the official state certifying entity to perform the qualified service(s).

Q45. Section 4.4.3.8 states that liquidated damages in the amount of $10,000 will be assessed for each day scheduled service is not provided.
   Please clarify whether this means a full day of service.
   ANS: Yes, this refers to a full day of service.
   Please clarify whether this applies if all service but one trip was not provided or a scheduled pull-out was missed.
   ANS: This measure is primarily tied to the launch of the service and so refers to a full-day without any service at all.
   Please clarify whether this applies to weather emergencies during which service is discontinued or shortened.
   ANS: Please see answer above.

Q46. Section 8.17 #7 shows the incentives for operating higher miles between road calls. At 14,000 miles and above, the incentive decreases from the one before it. Is this correct and if so, what is the justification?
ANS: The correct incentive amount should be $4,000.00 This will be changed in the modification.

Q47. Please clarify whether the buses received from the MTA procurement will be new or will have been used by the MTA prior to serving this project. If used, please provide current age, in service date and miles for each vehicle.
ANS: The vehicles purchased through MTA will be new vehicles.
Q48. Section 1.2, page 1 of the RFP states that 31 buses will be procured, yet Attachment 8.26 Vehicle Specifications states that 30 buses will be procured. Please clarify the number of buses to be provided to the Contractor.
ANS: Thirty-one (31) 45-ft over-the-road coach buses will be procured and delivered to the contractor. This will be changed in the modification.

Q49. Please provide a list of specialized tools that will accompany the vehicle procurement?
ANS: The manufacturer will not be providing tools along with the vehicles.

Q50. Please provide the type and hours of training that will accompany the vehicle procurement?
ANS: Driver Training: Prevost will provide up to 8 hours of driver training classroom style in the Metropolitan area. Service Training: Prevost will provide up to 16 hours of Hands on Service training onsite in the NY Metropolitan area (could be at the garage where coaches will be maintain and stored). Parts Manual/Online Ordering Training: Prevost will provide up to 8 hours of hands on training on our online parts ordering system and electronic Parts Catalogue. This will be held onsite at the NYSDOT garage or location TBD.

Q51. Please provide a list of spare equipment and components that will be provided with the vehicle procurement (tires, engines, transmissions, etc.).
ANS: The vehicles will be supplied with one set of tires. The operator is responsible for procuring and maintaining all replacement tires and spare parts. The anticipated costs for these shall be included in the per-mile revenue service rate.

Q52. Will the vehicles have an extended warranty on the drivetrain?
ANS: The vehicle warranty has been included in the RFP as Attachment 33.

Q53. Please provide the make of the fire suppression system.
ANS: The Fire Suppression system is the standard “Prevost Standard FSS Fire Suppression System.”

Q54. Please provide the make/model of the HVAC system?
ANS: Please refer to Attachment 26: Vehicle Specifications.

Q56. Please clarify whether the actual cost of fuel is reimbursed or if the Contractor is required to propose an amount and that amount is adjusted per the NYSDOT index.
ANS: The cost of fuel for service revenue operations is not to be included in the cost proposal. This amount is reimbursed to the contractor based on service revenue miles per month times the NYSDOT fuel index. The amount of non-service revenue miles, such as fuel needed to supervisor or support vehicles is to be included in the service operational per mile rate.

Q57. Please indicate whether the Contractor is responsible for vehicle registration and licensing costs or whether this will also be provided by NYSDOT or MTA?
ANS: ANSWER REDACTED ON 7/27/17.
REVISED ANSWER: The operator will be responsible for all vehicle registration, licensing, and certificates, and the cost thereof.

Q58. Section 5.4.7.4 refers to station maintenance. Is the Contractor also responsible for maintaining train stations served by the LHTL BRT?
ANS: No, the Contractor is only responsible for the maintenance of LHTL shelters being built by NYSDOT, as well as the large shelter in Lot J at the Palisades Center (a full list of station locations is included as a table in Section 4.4.7.1 of the RFP). Metro-North is responsible for train station maintenance at Spring Valley, Tarrytown, and White Plains.

Q59. The RFP indicates that the State will construct signal system upgrades, but 4.4.8.1 says the Contractor is responsible for procuring and installing traffic signal priority technology and systems. This seems like a double effort. Please verify that it is the Contractor’s responsibility to install the TSP system.
ANS: The Department will be procuring and installing traffic signal priority equipment on traffic signals along the bus route. The Contractor is responsible for procuring and installing traffic signal priority equipment on the buses that is compatible with the on-street infrastructure.

Q60. Please indicate the State’s expectation for the length of time CCTV footage will be archived. The length of time also impacts the costs, which the Contractor must factor into its proposal.
ANS: The requirement of the transit CCTV footage is to be a real-time feed with footage stored for 24 hours. The Contractor may choose to store images for longer for their own management purposes at no additional cost to the Department.

Q61. Section 4.4.2.1A infers that ProjectWise is provided by NYSDOT. The deliverables, however, also show ProjectWise is a deliverable from the Contractor. Will the Contractor also need to provide ProjectWise?
ANS: The Department will provide access to ProjectWise and the Contractor shall use it share all project specific documents and reports no automatically fed into the ICM system.

Q62. Section 4.4.14.3 indicates that no advertising is allowed at shelters. The table in Section 4.4.7 and Attachment 8.19 Stop and Shelter Maintenance shows that some shelters are equipped with “ad panels.” Will another entity be maintaining any other advertising or printed communication at the shelter locations?
ANS: The shelter “ad panel” materials will be limited to bus service information and public announcement information, to be provided by the transit operator and/or NYSDOT, with overall maintenance being the responsibility of the transit operator. No other entity will be maintaining any other advertising or printed communication at the shelter locations.

Q63. Attachment 8.23 Technology Specification, Section8.23.3.1.i “The system shall integrate with the ICMS and be viewable on the ICMS GIS dashboard. The AVL solution provider will be required to work closely with the ICM System Integrator to ensure this is achieved.” Please clarify what the “ICMS GIS dashboard” is and whether the Contractor is to provide it?
ANS: The ICMS GIS dashboard is the Map interface which will be used by HVTMC operators. This will be provided by the ICM System Integrator and not by the Contractor. However, collaboration with the System Integrator is expected to ensure AVL information is available on this Map interface.

Q64. Attachment 26A: Bus ITS Specifications: B. Real Time Passenger Information (RTPI) item 3, “On Vehicle Display (OVD) shall employ TFT, OLED, or other high resolution displays and have one or two lines of text.” These specifications are very limited and reduce competition. Would NYSDOT also accept LCD sign or a 2-line LED sign?
ANS: LCD capable of accepting two lines of text is acceptable, but LED is not.

Q65. Attachment 26: Vehicle Specifications, page 144. The specifications in the RFP show a 45’ bus with a Volvo engine. Please clarify that this is the engine NYSDOT will be specifying in the buses being purchased.
ANS: Yes.

Q66. Please provide the make and model of the buses that will be purchased.
ANS: Prevost Model X3-45 bus, with seating for 57 passengers.

Q67. Please provide the make and model of the engine and the drivetrain.
ANS: Volvo Powertrain D13 – Diesel 4 Stroke.

Q68. Please confirm how many of the 23 bus tops listed in the table in Section 4.4.7.1 are to have off-board payment machines installed at them – it is not clear whether the statement “the Contractor shall be responsible for the installation of off-board fare payment machines at locations defined by NYSDOT” in section 4.4.7.3 applies to all bus shelters.
ANS: Please refer to Attachment 29: Off-Board Fare Payment Machines, Table 2 for a list of stops that require off-board fare payment machines. Also, refer to Question #31 regarding additional off-board fare payment machines a Contractor may propose.

Q69. Section 4.4.8.2 states that “the Contractor shall assume account ownership of the shelter power feeds” while Section 4.4.7.1 states that “NYSDOT will assume account ownership of the shelter electrical power feeds.” Please clarify and confirm who will be liable to pay the power expense for the shelters.
ANS: The Contractor is responsible for electrical service and referred cost, including monthly billings. This has been corrected in the modification.

Q70. Attachment 13: Cost Proposal, Exhibits 1 & 3, will include a period of driver training prior to the service launch date. To capture the estimated expense relating to this training, should “drivers in training” be included as a task assignment job title for task 4.4.1?
ANS: The requirements for the Bus Operator Training Plan and Program are detailed in Attachment 15 of the RFP.

Q71. Attachment 13: Cost Proposal, Section 4.4.8.2 states that the “Contractor shall transfer the title for all in-shelter and on-board technology equipment to NYSDOT.” How will the Contractor be reimbursed for the transfer of title (which will include reimbursement for
hardware, software licenses and system development expense) and how should the estimated reimbursement be included in the Stage 1 Section of Attachment 13 proposed total cost?
ANS: The cost for transfer of title should be included in Stage 3 monthly costs under Section 4.4.12, Contract Transition.

Q72. Attachment 13: Cost Proposal, Should the Stage 3: Monthly Operations and Maintenance Costing” subtotal in Cell C32 including the “Non-revenue mile fuel costs”?
ANS: Yes, will be corrected and submitted with the modification.

Q73. Attachment 13: Cost Proposal, Exhibits 2, 3 and 5 of Attachment 13 include fields to be completed for task 4.4.12. is discussed under the heading “Task 12: Contract Transition” but in Cell B8 of the Proposed Total Costs sheet Task 4.4.12 is described as Procurement and Installation of on-board, off-board, and mobile fare payment technology.” Please clarify.
ANS: Attachment 13 has been revised to change “Procurement and installation of on-board, off-board, and mobile fare payment technology” from Task 4.4.12 to Task 4.4.7.3/4.4.10.

Q74. Section 4.4.8.2 states that “the Contractor shall transfer title for all in-shelter and on-board technology equipment to NYSDOT.” Does this reference to “on-board technology equipment” in this section include mobile ticketing technology to be developed by the Contractor in Section 4.4.10.2 i.e., will all mobile technology be transferred to NYSDOT?
ANS: Yes, the reference in Section 4.4.8.2 which requires the Contractor to transfer title for all in-shelter and on-board technology equipment to NYSDOT also includes transferring title to mobile ticketing technology developed by the Contractor in Section 4.4.10.2 to NYSDOT.

Q75. Section 4.4.4.3, Where is NYSDOT and Parsons Transportation Group, et al with respect to implementing the ICM system specified under Contract C031480?
ANS: The Department anticipates a contract award this fall.

Q76. Section 4.2.6, Westchester Bee accepts the current MetroCard, but Metrocard acceptance has not been specified for the LHTL. While there is a desire to facilitate transfers between Westchester Bee and LHTL is it accepted that passengers using MetroCard will not be able to complete a transfer until the New Fare Payment System (NFPS) is implemented?
ANS: MetroCard technology will not be included in the proposal as technology is increasingly difficult to procure and support. The current TZx and Bee-Line systems have agreements in place for transfer between the systems without using MetroCard.

Q77. Section 4.4.9.1, The RFP states the requirement to “monitor all on-board and in-station transit ICM assets.” Can you elaborate on this requirement? Will visually monitoring some assets via CCTV suffice?
ANS: This requirement is referring to monitoring by the Transit Service Coordinator ensuring that all on-board and in-shelter assets are and remain operational. Therefore there shall at least be remote monitoring of transit ICM assets and their availability.
Q78. Section 4.4.8.2, The RFP references the Contractor’s compliance with NYSDOT’s “System Functional and Performance Requirements.” Can you please elaborate on these?
ANS: NYSDOT’s System and Functional Performance Requirements are detailed within the RFP.

Q79. Section 4.4.9.2, The RFP states “Before system launch, the Contractor shall be required to meet with the System Integrator (procured via separate contract by NYSDOT) for a joint milestone ICM System Design Review workshop of all technology in the LHTL project, both for the transit system and the wider ICM system. The Contractor shall present its unified transit technology design, including all transit system interfaces and a summary of the technology procurement and delivery schedule, at this System Design Review event to ensure that all ICM System Integration requirements and program coordination planning have been adequately resolved.” Does this mean that the ICM System Integrator will accept and work with whatever interfaces the selected Contractor for the LHTL has chosen to provide?
ANS: NO, while it is anticipated that the Contractor shall propose a solution and interfaces, collaboration is expected with the System Integrator to deliver NYSDOT’s requirements. If this cannot be achieved with the interfaces being proposed by the Contractor then alternative interfaces shall be utilized by the Contractor.

Q80. Section 4.4.10.5, The RFP states that the Contractor will be responsible for “retrofitting any installed onboard readers, or the installation of new machines” to support the New Fare Payment System (NFPS). Will the Contractor be able to pass these costs along to NYSDOT at that time?
ANS: Yes, the cost for the procurement and installation of the new on-board MetroCard Fare Payment System will be negotiated with the Department and processed through a Supplemental Agreement to the contract.

Q81. Section 4.4.10.5, How will NYSDOT define when the New Fare Payment System (NFPS) is implemented? How long after this date must it be accepted on the LHTL service?
ANS: NYSDOT will give the operator significant notice and agreed upon procurement/installation/testing time to make NFPS operational on the LHTL system. There is no set date by which this must happen as the schedule is contingent on the rollout of the NFPS across the MTA system.

Q82. Section 8.21.7.1, The RFP states that cash payments are to be accepted at off-board fare payment machines. Is this a hard requirement as we believe the costs of properly securing cash at these remote shelter locations is prohibitive?
ANS: Cash payments are not required off-board. This has been corrected in the modification.

Q83. Section 8.21.7.1, The RFP specifies that it is required for the fareboxes to be able to accommodate NFC technology. Does the NFC reader need to physically be attached to the farebox or could it be a separate ticket validator unit? This conflicts with the language on page 132 and 148 stating that “It is preferable that the onboard fare collection method accommodate NFC technology?”
ANS: **NFC technology is a requirement, not a preference. This has been corrected in the modification.**

**Q84.** Section 8.21.7.1, The RFP specifies that prospective operators shall propose on-board, off-board, and mobile ticketing, or any combination of these methods. However, this contradicts previous statements indicating that all methods are required. Please clarify.

**ANS:** On-board, off-board, and mobile ticketing are all required. This has been changed in the modification.

**Q85.** Attachment 23: Technology Specification, a.10.1.5, The RFP specifies that the ticket validators shall be installed on buses at entry points. Will there be rear doors on the buses provided? If so, do these need to be used for boarding?

**ANS:** There will be no rear doors.

**Q86.** Attachment 23: Technology Specification, a.10.1.5, The RFP specifies that mobile apps should be available on iOS, Android and Windows platforms. Can we choose not to support the Windows platform as we feel it is costly to maintain and of limited value?

**ANS:** No, the Contractor shall meet the requirements of the RFP by supporting and maintaining the Windows platform. This has been corrected in the modification.

**Q87.** Attachment 23: Technology Specification, a.10.1.5, The RFP specifies that the mobile app should accept multiple payment methods, including credit/debit cards and PayPal. Can you confirm with respect to debit cards that these would be handled as signature debit in the app? Can we choose not to support PayPal?

**ANS:** Debit cards shall not be handled as signature debit within the app. PayPal must be supported. This has been corrected in the modification.

**Q88.** Attachment 26: Vehicle Specifications, The RFP does not explicitly state that the Contractor shall supply the Automatic Passenger Counting system. Please confirm that it is the responsibility of the Contractor to supply?

**ANS:** Yes, it is the Contractor’s responsibility to provide the Automatic Passenger Counting System. Please refer to Attachment 23: Technology Specification.

**Q89.** Attachment 26: Vehicle Specifications, The RFP does not specifically state that the Contractor shall supply the on-board Passenger Wi-Fi system. Please confirm that it is the responsibility of the Contractor to provide in-board Passenger Wi-Fi system.

**ANS:** Yes the Contractor is responsible for the WiFi System in both the shelters and in the buses.

**Q90.** Attachment 8: Draft Contract, Article 4, The term states 7 years which may be extended for two additional 3 year periods. For clarification, does the 7 years include the 12 month project planning period. The changes on page ii of the RFP notes that this 12 month period may be less. (a) Can the 12 month potentially also be increased based on any delay? (b) When will this fluid time of 12 months be definitive as it is part of the 7 period and will this 12 month period be broken out from the 6 month operational period?
ANS: The “12 month” start up period is defined as the date Notice to Proceed (NTP) is issued to the Contractor to the start date of the Operational Service Period (October 29, 2018). It is estimated that the NTP will be issued January 1, 2018 which would make the start up period less than 12 months. Delays will not increase the start up period beyond the 12 months as the service must be operational no later than October 29, 2018.

Q91. Attachment 8: Draft Contract, Article 5, Item 1 – To clarify, is this the total amount capped for both the project planning period and the service period of 6 years? How would a supplemental agreement that may increase the cost be triggered as it is not defined within the section?
ANS: The Maximum Amount Payable includes the proposed costs for the initial 7 years (project planning and operational service periods) plus the estimated service revenue fuel costs (to be calculated by The Department). Please refer to Article 10 of the Draft Contract titled Extra Work.

Q92. Attachment 8: Draft Contract, Article 10(a), Will the Consultant be able to provide a proposal amount required to perform the work for the State to consider and approve before such supplemental agreement is entered and amount be mutually agreed upon?
ANS: Yes, extra work resulting in the need for a supplemental agreement would be negotiated between the Consultant and the Department. Supplemental agreements would also need to be approved by both the Attorney General’s Office and The Office of the State Comptroller.

Q93. Attachment 8: Draft Contract, Article 11, The intent of this section is to ensure indemnification by the Consultant to the State. Since payment for services is separate from an indemnification request, can the sentence starting with “The State may retain such monies…” through the second to last sentence of the first paragraph be deleted? Or can we elect a processes for the parties to discuss an issue of indemnification in good faith?
ANS: Attachment 8, Draft Contract, Article 11 shall remain unchanged.

Q94. Attachment 8: Draft Contract, Article 12, Insurance states that 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. If awarded the contract most coverage would be provided through a master program that includes proprietary information. Given the possible exposure for release under Freedom of Information Act we are unable to release copies of our policies. Please confirm that the industry standard Certificate of Insurance is what the Department will seek?
ANS: NYSDOT will not seek insurance policies from the selected Contractor; NYSDOT will require that the selected contractor submit the following:
1. Properly completed proof of NYS Worker’s Compensation insurance coverage via certificate C105.2 or U-26.3 (State Insurance Fund)
2. Properly completed proof of NYS Disability insurance coverage via certificate DB120.1
3. Properly completed proof of all other contractually required insurance coverage via ACORD25
Please see Section 5.0” Proposal Format and Contents” regarding your concern about, and safeguards associated with, FOIL.

Q95. Attachment 8: Draft Contract, Article 12, Conditionals Applicable to Insurance, 3. Certificates of Insurance/Notices, The Department is requiring, unless otherwise agreed, the policies to 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 ten (10) days prior written notice to the Department by Certified Mail, Return Receipt Requested at the address stated above. In addition, if required by the Department, the Consultant is required to deliver to the Department within ten (10) work days a copy of any or all policies of insurance not previously provided, by certified by the insurance carrier as true and complete.

The standard is to provide Notice of Cancellation 30 days, 10 days for Non-Payment, the current Cancellation language found on the standard ACORD form is “Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.” In addition, the insurance carrier/broker will not agree to provide notices by certified or registered mail. Will the Department amend the requirement to the industry standard?

Q96. Attachment 8: Draft Contract, Article 12, Conditions Applicable to Insurance, 7. Policy Renewal/Expiration; The Department is requiring at least ten (10) calendar 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 order to obtain the best possible policy conditions and pricing often renewals are not finalized ten (10) days prior to expiration. Will the Department modify language to read “upon expiration of any such policy, the Consultant shall supply Department with a new and replacement Certificate of Insurance”?

Q97. Attachment 8: Draft Contract, Article 12, A.3.a; required Contractor provide an ACORD 25 Certificate accompanied by an ACORD 855 “New York Construction Addendum.” Please confirm the ACORD 855 would not be required with respect to this Contract as Construction is not required.
ANS: The ACORD25 and a signed “Additional Insured Endorsement” will be required to fulfill these requirements. This has been changed in the modification.

Q98. Attachment 8: Draft Contract; Article 12,B.3., Commercial Bus Insurance including liability and required coverage for New York; Coverage will be provided through Commercial Automobile Liability insurance policy as there is no specific Commercial Bus Insurance available. Please confirm one Automobile Liability Policy providing coverage for both Buses and Automobile in the amount of $5,000,000 is acceptable.
ANS: The Department is working on an answer and will respond in an upcoming announcement.
Q99. Attachment 8: Draft Contract, Article 12, B.6., Consultant’s Risk; please confirm that no Certificate of Insurance will be required as it will be up to the Consultant to determine the types and amounts of coverage required to protect their own risks.

ANS: The selected Contractor shall be required to present all insurance policy information via an ACORD25.

Q100. Please confirm with respect to insurance, any combination of primary and umbrella/excess insurance to meet the total required limit will be acceptable?

ANS: Any combination of umbrella/excess insurance is acceptable, as long as the per occurrence coverage meets or exceeds the coverage requirements stated within the RFP.

Q101. Attachment 8: Draft Contract, Article 14, Can you clarify that we provide copies of documents and date and we may retain the originals?

ANS: The Contractor shall provide original documents and may retain copies of all documents and data, subject to confidentiality restrictions.

Q102. Attachment 8: Draft Contract, Article 15, As it applies to the 12 month planning period, a delay or hindrance may impact subcontracts and labor expenses, is there any consideration of equitable compensation? Also, if it is during the operational service period, will a delay or hindrance automatically extend the time of the agreement?

ANS: Please see Attachment 8, Article 15 for compensation due to delays or hindrances. As for the operational service period, a delay or hindrance shall not extend the performance period of the Contract/Agreement.

Q103: Attachment 8: Draft Contract, Article 17, What is the notice period for (A), (B), and (C)?

ANS: The Department reserves the right to determine appropriate notice periods as set forth in the above referenced provision.

Q104: Attachment 8: Draft Contract, Article 22, Is this provision applicable to an affiliate operating entity or parent to the Consultant?

ANS: Yes, this article still applies to operating entities and parent companies. There will be no transfer or assignment of the contract without consent from the state.

Q105: Attachment 8: Draft Contract, Appendix A, Section 6, Will it be confirmed that there are certain employees excluded from overtime pay under the Motor Carrier Exemption if there is interstate services as part of this agreement?

ANS: There are no interstate services as part of this agreement.

Q106. Attachment 8: Draft Contract, Appendix C, Section 3, Can the EEO officer designated be an employee of the parent company?

ANS: Yes.

Q107. Attachment 29, For lease terms, if the Consultant chooses not to purchase at the termination of the agreement, what are the return provisions.
ANS: Should the selected Consultant opt not to purchase the remaining value of the state-provided buses, all said buses shall be disposed of by the State in accordance with standard property surplus procedures.

Q108. Attachment 29, For repairs of damage in the second to last paragraph, can it be clarified that “at least the same” includes normal wear and tear expected?
ANS: Yes, unless additional costs are required to bring the equipment back to new condition.

Q109. Will the new contractor be expected to assume any contractual obligations of the existing contractor?
ANS: No.

Q110. Can we substitute our Financial Statements for a fully collateralized Letter of Credit (LOC) in order to comply with the deductible requirements in Article 12, Section 8 of the Attachment 8, Draft Contract?
ANS: Financial statements do not comply with the deductible requirements in Article 12, Section 8 of Attachment 8, Draft Contract. Hence, the Department requires a fully collateralized Letter of Credit, as provided in the above referenced provision.

Q111. Please provide the vehicle specifications for the vehicles being supplied?
ANS: Please refer to Attachment 26: Vehicle Specifications.

Q112. Please provide details on the warranty for the buses being supplied?
ANS: The warranty is attached to the RFP as Attachment 33.

Q113. The contract does not indicate the buses will be replaced for the 12 year operating term – is this the intention that the vehicles will last for 12 years?
ANS: The initial term of the contract is 7 years with the option for 2 additional three year extensions for a total of 13 years. The start up period is approximately 1 year and there is an initial 6 year operation service period. The expected life of a coach bus is 12 years.

Q114. What notice will the Contractor receive for any service extension period?
ANS: Reasonable time to will be given to the contractor for any service extension period which will consider ramp up time needed.

Q115. How does the Department intend to gather the Fall 2017 average travel times? We would not be comfortable with those times provided by the existing operator and would like an independent to provide those travel times.
ANS: It is the intent for the Department to gather that data through Transcom and not the current operator.

Q116. Reference made to emergency work, we need some information in order to quantify the scope of service and associated cost to include in our proposal?
ANS: Please refer to Section 3.6, Service Expansion, page 12; Article 10, Extra Work, page 5 of Attachment 1, Draft Contract; Attachment 16, Operating Performance Standards, 2nd paragraph (force majeure language).

Q117. Can the Department provide the current contract for shelter maintenance including costs to maintain shelters and surrounding areas?
ANS: The current contract for shelter maintenance is not procured through the Department. Expected service levels as detailed in Attachment 19 would not be comparable to those in the municipal service contract.

Q118. We would like to arrange a site visit to the HVTMC?
ANS: NYSDOT has decided there will be no site visit to the HVTMC.

Q119. Please confirm in accordance with Section 4.4.2 that the Contractor will be assigned all warranties associated with bus purchase (including major systems) and will be entitled to enforce them.
ANS: Yes, this is confirmed.

Q120. Will the Department confirm that it will issue any necessary common carrier/public convenience and necessity certificate to the Contractor?
ANS: The operator will be responsible for all vehicle registration, licensing, and certificates, and the cost thereof.

Q121. Please advise as to whether the Department will be providing first party property insurance covering those physical assets (e.g. bus shelters) constructed by the Department. If so, will the Department consider waiving claims and subrogation arising out of the damage of these assets? If not, will the Department consider requiring the Contractor to provide property insurance covering these assets to ensure adequate coverage and competitive bidding?
ANS: the Department will not be providing an insurance covering any physical assets (bus shelter) constructed by the Department. The Department is not requiring the Contractor to provide property insurance. However, the Department would allow the Contractor to obtain such property insurance coverage for such physical assets (where permitted by law, rule and regulation). However, the Department would not reimburse the costs of such insurance.

Q122. Does the Department intend to begin a capital replacement program for the buses in the extension terms?
ANS: Yes. REDACTED 7/27/17
REVISED ANSWER: Extension terms are executed upon mutual agreement between both parties. At that time, the parties will discuss the impacts of the age of the bus fleet. Refer to Question #160.

Q123. With regard to Article 9 of the Draft Contract, would the Department consider permitting the Contractor to assert claims that it was either unaware of or did not arise until after receipt of Final Payment.
ANS: No. Acceptance of the final payment acts as a release to the State form ALL claims and liability to the Consultant, its representatives and assigns as stated in Article 9.

Q124. Pursuant to a Suspension of service by the Department under Draft Contract Article 17, would the Department consider providing overhead costs to permit the Contractor to retain its workforce to resume service?
ANS: In the unlikely event that work under the contract is ever suspended and the suspension is initiated by the Department and is due to unforeseeable circumstances outside the operator’s control, NYSDOT would consider paying reasonable costs from the contractor as necessary to retain staff and expeditiously resume service.

Q125. Will this operation receive FTA funding or otherwise be subject to the standard FTA clauses?
ANS: No.

Q126. Please confirm that FHWA will assert regulatory oversight under Article 3 over operations of this Project.
ANS: No, this is not required.

Q127. With an incentive for an increase in frequency along the route, which will provide more local travel options and rival TOR’s Route 59, will the Contractor be eligible to receive STOA funds?
ANS: STOA does not fund services that appear to be duplicative.

Q128. Please confirm that Article 12, Section 8 applies to self insurance programs only. Please clarify the amount of the bid deposit required.
ANS: Article 12, Section 8 applies to self-insurance programs only. The amount of bid deposit for this project is zero dollars. $(0.00)

Q129. Please provide the expected travel times on the new bridge for scheduling purposes.
ANS: The estimated travel times for all traffic in the general purpose lanes on the new bridge are similar to travel times experienced today. Estimates for a typical day are indicated below. NYSTA is currently studying the idea of a dedicated bus lane on the New NY Bridge in order to determine the potential benefits and impacts. Results of this study are expected later this year.

<table>
<thead>
<tr>
<th>Time</th>
<th>Eastbound Direction of Travel</th>
<th>Westbound Direction of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>6AM to 7AM</td>
<td>4:32</td>
<td>4:12</td>
</tr>
<tr>
<td>7AM to 8AM</td>
<td>6:27</td>
<td>4:15</td>
</tr>
</tbody>
</table>
Q130. A. Please discuss the recourse for a contractor if travel times on the new bridge do not meet the expectations. B. If the new bridge is not yet open at the beginning of the contract and the slower bridge is used for service. Given a reimbursement on a cost per mile basis, travel times play a significant role in pricing. C. Will the Contractor be allowed to request equitable adjustment for additional costs incurred if service must be operated before the new bridge is open or if travel times do not meet expectations?
ANS: A. Please refer to “Travel Time Adjustment”, Section 4.2.10, whereby The Department will not assess liquidated damages if baseline average vehicle travel times for each route increase by more than 5%, as otherwise required in Section 8.24, “Attachment 24: Liquidated Damages & Incentive Payments”.
B. The department may take these into consideration when assessing liquidated damages.
C. No, there will be no adjustment to costs.

Q131. Do you have an idea what the toll “costs” will be when the New New York Bridge opens?
ANS: Please refer to Question #33.

Q132. Can we substitute a bus from our own fleet if it has all the technology (functionality & capabilities) as the supplied buses?
ANS: By exception only with express permission by NYSDOT on a temporary basis. Such substitution maybe acceptable if no fleet spares are available for an unforeseen circumstance. Refer to Question #21 for requirements for supplemental buses.

Q133. Please clarify the required input for exhibits 2 & 3. Should the task columns data in Exhibit 1 be duplicated (or entered) in the table on Exhibit 2 for the respective task column?
ANS: The data should be entered manually for Exhibits 2 & 3.

Q134. The data and cost in Exhibit 4 are not referenced as DNSC costs in the Proposal Total Cost Tab. Should they be? Should the information in Exhibit 4 be linked to another tab or is this simply an identification of these costs?
ANS: The proposer is responsible for generating an Exhibit 4 for each firm, and each task for that firm that has DNSC. Then the proposer is responsible for enter the DNSC into the appropriate cell in Exhibit 3, Staffing Table by Task with Rates/Costs Schedule. The
DNSC amounts entered on Exhibit 3 will carry over into Exhibit 5, Summary Estimated Total State One Budget. Then it is carried from Exhibit 5 to the Proposed Total Costs tab.

Q135. Should the Total DNSC from Exhibit 4 for the Prime and each subcontractor, equal Row 28 in Exhibit 3. If so, does the contractor need to provide another calculation to separate each by the tasks shown in Exhibit 3?
ANS: There are separate tables for the Prime and subcontractors on the tab for Exhibit 3. The Prime Contractor is Row 10 through Row 28, Subcontractor #1 is Row 39 through Row 59, Subcontractor #2 is Row 75 through Row 95, Subcontractor #3 is Row 111 through Row 131, Subcontractor #4 is Row 148 through Row 169.

Q136. If September to September is used for the CPI index and given the September CPI data will not be released until Mid-October (giving less than 3 months prior to Jan 1), and given the NYSDOT requires a 3 month notice for a rate adjustment, will the adjusted new rate be paid retroactive to January 1st?
ANS: Yes.

Q137. Section 5.5.1.5 references that notice for rate adjustments must be received by the end of June. When will the CPI rate adjustment go into effect?
ANS: Once approved the CPI rate adjustment the new rate will go into effect and is retroactive to January 1st of that year.

Q138. Is the 1st rate adjustment eligible 1/1/20 for the term 1/1/20-12/31/20 and then yearly thereafter?
ANS: As stated in Section 3.5, Contract Term and Payment Method, 3rd paragraph, the first rate adjustment will be effective on January 1, 2020 and each subsequent January 1st.

Q139. Will the rate from 10/28/18-12/31/19 be the rate submitted in the cost proposal for Stages 2 & 3?
ANS: Yes.

Q140. Will the Stage 2 billing, be based on calendar month (the 1st thru the end of the month)? How will Stage 2 billing handle the 1st month of service starting 10/28/18 (2 days of service)?
ANS: Yes. The first month’s billing should cover 10/28/18 – 11/30/18.

Q141. Will the rates in the Option Years adjusted by CPI from year 6 or will the contractor have the opportunity to present a new rate?
ANS: The adjustment will continue to follow the process described in Section 3.5 of the RFP.

Q142. In the Proposed Total Cost form, Stage 3, Task 4.4.12 (Row 26), should this cost be incorporated into the mileage rate and paid monthly for the initial 6-year term or will it only go into effect if the contractor is not awarded the renewal in year 7 or 13? If the latter, how many
months should be calculated for estimating the per-mile costs for transition? Please consider separating this cost from the mileage rate to avoid confusion.

ANS: This rate has been separated into a Stage 4 to be proposed as a Time & Material cost similar to Stage 1. Attachment 13, Cost Proposal, has been revised to incorporate this change.

Q143. Section 5.1.5.3 refers that fuel costs shall be estimated and added to the contract when establishing the Maximum Amount Payable, that is referring to Article 5 of the Draft Contract. Will the fuel cost be mutually agreed upon at a later time or should the contractor estimate fuel cost with its proposal submittal? If is should be submitted (but not evaluated), please identify where it should be shown?

ANS: The proposer is NOT to include fuel costs in the proposal. This amount will be added to the proposed cost by the Department after a contractor has been selected to calculate the Maximum Amount Payable in the final contract.

Q144. Section 5.5.1.4 in the RFP refers to Section 5.2.1.2 which is not in the RFP. Please clarify.

ANS: This should reference Section 5.5.1.2. This has been corrected in the modification.

Q145. Section 6.4, the Cost Proposal with the lowest 7 year budget will receive a perfect score. As a submitted we are only providing our cost for the Start up and year 1 costs for Stage 2 & 3. What is the rate used to increase cost year over year to calculate the 7 year cost? Please consider evaluating the cost based on the forms submitted.

ANS: The Department will use the Operations and Maintenance Cost – Per Revenue Mile Monthly Billing Rate time 72 months (6 year operation period) plus the costs for Stage 1, 2, and 4 to develop the estimated 7 year budget for evaluation purposes.

Q146. The new ITS integration requirement in Section 3.4 mentions the “unlikely event that the New New York Bridge is not open to traffic by October 29, 2018.” From an ITS perspective, this will require additional data route/stop data as well as schedule data in order to accurate. How will the contractor be compensated to make these additions and changes to the ITS system to accommodate the other alignment?

ANS: The selected contractor shall be reimbursed for any extra work due to reasonably unforeseen circumstances (like delay of the New New York Bridge opening).

Q147. Section 8.23.3.2, a.10.1.7, states that the “operator shall provide [sic] electronic control equipment in the bus shelters… and also provide alternate symbolic visual messaging for alternate language messaging that can assist others.” Please clarify this requirement. Is this simply a display in a second language or does the DOT have some other expectation?

ANS: The intent is that electronic displays have the capacity to express messaging in a language, other than English, including symbolic visual messaging, if desired by NYSDOT.
Q148. Section 4.4.10.1 Requires the contractor to provide reporting on operating revenues by route and time period. Given the contractor retains the fares, is this requirement necessary considering there will be Automated Passenger Counters on each vehicle which will provide similar information?
ANS: Yes, the selected contractor shall report all monthly operating revenues by route and time period. The detail for this reporting shall be included in the technical and cost proposals.

Q149. Please clarify whether the term “voice radio” also applies to other types of communication systems, including push-to-talk or other solutions.
ANS: The proposer may use their choice of communications technology & equipment as long as the vehicle operator is always able to communicate with the proposer’s dispatch center and the HVTMC (these may be the same location). This communication shall be possible from any point in the service area regardless of terrain or other conditions.

Q150. The RFP indicates that the buses will be pre-wired for an Intelligent Vehicle Network or similar. Please confirm that this includes all harnesses, antennas and coax cables necessary for the transportation operator to install the on-board equipment.
ANS: Yes the wire harness for the IVN and the cameras will be included in the vehicle.

Q151. When will NYSDOT make the vehicles available to the operator? Presumably this will be some time between notice of award and start of operations, but during that period there will be costs for the operations facilities.
ANS: Please refer to Section 3.4, Mandatory Project Schedule. Costs for operations facilities is not tied into the delivery of vehicles but equal monthly payments for the term of the contract.

Q152. What if the buses are delivered late? Presumably operations cannot start – but it is would be good to see specific protection for this event.
ANS: Time is of the essence for this contract and the Operator must make all efforts to meet requirements to the maximum extent possible. In the event it appears that a significant delay in delivery of all buses may occur, the operator must coordinate with the Department to develop a contingency plan in advance of the operation start date to provide the maximum portion of service required under the contract. (Section 8.1, “Article 15. Damages and Delays” for additional information regarding delays or hindrances.)

Q153. Do we need buses in advance of operational start date for driver training?
ANS: The contractor is responsible for coordinating all operational efforts, in accordance with the terms of the associated RFP.
Q154. Will all vehicles be delivered at the same time?
ANS: The vehicles are scheduled to be delivered starting June 2018 and the last vehicle by July 27, 2018.

Q155. Are there any hand-back conditions at the end of term?
ANS: Section 8.29, “Attachment 29 – LHTL BRT Bus Lease Terms” addresses the Contractor’s responsibilities and liabilities for loss or damage during performance.

Q156. Are there acceptance testing requirements? Are there acceptance tests? Section 4.2.4 states that NYSDOT is responsible for performing acceptance testing, but it is not clear what the tests comprise. Does delivery (see, for example, paragraph 2 of Section 8.29) refer to physical delivery or to acceptance after physical delivery?
ANS: Acceptance testing is being performed by the MTA in accordance with standard industry practices and MTA standard requirements.

Q157. Are there any regulator consents/registrations that are required for the vehicles? If so, who is responsible?
ANS: The operator will be responsible for all vehicle registration, licensing, and certificates, and the cost thereof.

Q158. Does the operator enforce warranties directly through the manufacturer or through NYSDOT?
ANS: Directly through the manufacturer.

Q159. Section 8.29, Page 155, says that at the end of the contract, the operator has the right to buy the buses. I take it that the operator has an option to buy. However, the last paragraph of Section 8.29 says that if the parties cannot agree on the fair market value, then that is externally assessed. Presumably, there should be no need for external determination if we do not want to buy the vehicles. The wording should be clearer that we do not have to buy the vehicles. If we are required to buy the buses at termination, not that this would be an additional cost in the event of early termination of the contract.
ANS: Section “8.29, Attachment 29 – LHTL BRT Bus Lease Terms” clearly states that the Contractor “shall have the right to purchase the buses and associated equipment . . . Upon agreement of the parties”. By plain meaning of the words, Section 8.29, Attachment 29, therefore would not require the contractor to purchase the buses and associated equipment upon termination, and hence this section shall not be modified.

Q160. If the buses are new at the time of delivery, and if the contract runs to term, the buses will be nearly 7 years old (6 years operations plus 10 months ramp-up). However, the operations can be extended twice by three years, so the buses could be nearly 13 years old on termination. Will there be any mid-life refurb? And if so, who pays? No the buses have an expected life of 13 years? What if for regulatory reasons the buses can no longer be used during the term (e.g., emissions levels)? Who pays for replacements?
ANS: Renewals are upon mutual agreement between both parties. At that time, the parties will discuss the impacts of the age of the bus fleet. Significant regulatory changes would be governed by the extra work clause (See Article 10 of Section 8.1 Draft Contract)

Q161. Section 3.1, page 8: this allows NYSDOT to reduce or increase revenue miles by up to 20%. Do we need to clarify that this is 20% measured against the start date figure (i.e., NYSDOT cannot reduce by 20% one year and another 20% the next year?) Can the fleet that NYSDOT is procuring cope with an extra 20% of service miles? It seems that if there is a reduction in service miles there is no compensation to the operator. However, it will have the same overheads. Is the 20% cap in live miles for the term of the operational initial contract term or 6 years?
ANS: The 20% is measured against the start date figure. The reimbursement for revenue miles must remain firm for +/- 20%.

Q162. Section 3.4, If the New New York Bridge is not open by 10/29/18, we must still operate the routes via the Tappan Zee Bridge, and are relieved of LDs if they arise from NNYP not being open. Are there any other operational issues if the NNYB is not open?
ANS: The Department is unable to opine as to the unforeseeable future. However, the contractor is responsible for operating in accordance with the RFP and executed contract. In the event it appears that a significant delay in the opening of the NNYB, the operator must coordinate with the Department to develop a contingency plan in advance of the operation start date to provide the maximum portion of service required under the contract. The department may take these into consideration when assessing liquidated damages.

Q163. Section 3.4, This sets out major interim milestones and says that the LDs for failure to meet the milestones are set out in Attachment 24. However, not all of the milestones are reflected in Attachment 24 (e.g., fleet vehicles accepted/fleet vehicles in service). In addition, why are the milestones of fleet vehicles accepted and fleet vehicles in service triggers for LDs from the operator? In these circumstances, shouldn’t NYSDOT be the operator instead?
ANS: All major interim milestones are properly stated within section 3.4. However, not all major interim milestones trigger liquidated damages. Accordingly, section 8.24, “Attachment 24: Liquidated Damages and Incentive Payments” provides liquidated damages for applicable interim milestones. With regards to liquidated damages, Attachment 24. Vehicle Testing Completed in 8.24 refers to testing operator technology fit out, as required by 8.26, and associated acceptance testing as required by 4.4.8.2.

Q164. Section 3.5, NTP is “currently estimated” at Jan 2018. Do we need a firm deadline for this? At what point should other milestones slip if NTP date is delayed?
ANS: Notice to proceed will be issued by the department upon contract approval by the office of the state comptroller a firm deadline cannot be set at this time.
Q165. Section 4.2.10, LDs are set for performance against travel time, which is measured as of Fall 2017. What happens if increased congestion over the next several years materially increases travel times? Do we face significant LDs? There is a reference to “if travel times increase by more than 5% then the operator will not be assessed LDs for on-time performance”. Can we clarify what this is supposed to address?

ANS: Increased congestion is factored into “Travel Time Adjustment”, Section 4.2.10, whereby The Department will not assess liquidated damages if baseline average vehicle travel times for each route increase by more than 5%, as otherwise required in Section 8.24, “Attachment 24: Liquidated Damages & Incentive Payments”.

Q166. Section 4.1.1.3 (should be 4.4.1.3), This language infers that any changes provided are required. Can we clarify and require that such changes be reasonable within the scope?

ANS: The contract dictates the scope and legal requirements with which the contractor must comply. Accordingly, the above referenced provision must comply with Section 4.4.1, including “The Contractor shall refine and deliver its proposed initial project plans consistent with agreements made during contract finalization”.

Q167. Section 4.4.3.8, Failure to provide all scheduled service routes and vehicles results in LD of $10k per day. I am not clear on how this is calculated: Are LDs the same regardless of whether 1 service or 5 services are not operated? Also, these LDs do not appear on Attachment 24.

ANS: Section 4.4.3.8 requires the contractor to provide ALL scheduled routes and vehicles. “Attachment 24: Liquidated Damages & Incentive Payments”, addresses the LD in question under heading “LHTL system launch”. Section 4.4.3.8 shall remain unchanged.

Q168. Section 4.4.10.2, We have to maintain certain fares and we keep passenger revenues. Are there any restrictions on the amount by which we can raise fares, or frequency of fare increases? Section 5.4.3, there are requirements on what fares we offer at the start of the contract, but not sure if there are restrictions on fare increases? Section 5.4.6 states that the contractor shall set fares “but may not exceed current TZx fares for any fare type”: I assume that this means fares on day 1 may not exceed current TZx fares, and that the TZx fares is not a cap for the next 6 years (or even 12 years). However, it would be worth clarifying.

ANS: Please refer to Section 8.21.6 Preferred Fare Policy (Minimum Requirements). NYSDOT will review and approve or deny any proposed fare changes.

Q169. This is a draft contract. It looks very much like a template that has not been tailored to meet this deal. For example, we would be described as the Consultant, when in fact we are providing bus operations (not consultancy services).

ANS: Please refer to the answer for Question #6.

Q170. Section 8.1, Article 1, This allows NYSDOT to extend the terms and conditions of this contract to any other state agency in NY. What does this mean?
ANS: The section in question allows NYSDOT to extend the services of the contract to another agency, subject to the terms and conditions of the contract (i.e. subject to Section 3.3, revenue mile increase cap).

Q171. Section 8.1, Article 11, We have to indemnify other parties for losses/damages “arising from” our work. There is nothing here that limits our liability to negligence, misconduct, etc. Can we accept such broad liability?
ANS: The state cannot limit its liability solely to negligence. Section 8.1 Article 11 remains unchanged. The Department cannot opine as to a business decision that is directed toward a private company.

Q172. Section 8.1, Article 15, this seems to say that if the buses are delivered late, or are not fit for purpose on delivery, we cannot get damages. Instead, we get a contract extension. How does this work in the context of a start date of October 28 2018 being the essence?
ANS: If buses are delivered after the start date of October 29, 2018, The Department may waive penalties and/or liquidated damages in accordance with Section 8.24, “Attachment 24: Liquidated Damages & Incentive Payments”. Also, Q102 may address your question.

Q173. Section 8.1, Article 17, Part c, There is no materiality threshold for termination for cause?
ANS: Section 8.1, Article 17, shall remain unchanged.

Q174. Section 8.1, Article 18, can we strike this out as not applicable?
ANS: Attachment 8, Draft Contract, Article 15, Death or Disability of the Consultant. Shall remain unchanged.

Q175. Section 8.1, Article 25, This sets out the order of priority of the various documents, all of which, together, are intended to form the contract. There is some inconsistency between the various documents (e.g., issues that can trigger LS and how these are measured). As drafted, the template contract, which provides for a term of 6 + 1 years would supersede the RFP which provides for a term of 6 years + 10 months. That must be the wrong order of precedence.
ANS: The agreement as referenced in Attachment 25, is the final signed agreement in which the time frame for the term will be finalized prior to execution. This will supersede the RFP which includes an estimated contract term.

Q176. Section 8.1, Article 30, there are various references to the consultant’s “responsibility” and NYSDOT’s ability to terminate if the consultant is not “responsible”. This seems to be a term that is common in NY procurements. Please clarify what “responsible” means.
ANS: See Section 8.4 “Attachment 4: Contractor Information and Certifications”.

Q177. Section 8.24, Attachment 24, looks incomplete. Is the contractor to propose a deadline for “Vehicle Testing Completed”? Why are LDs to be paid by us if the deadline is missed? Is this not something for NYSDOT? The amount of LD is shown as $1,000 but it is not clear whether this is measured per vehicle or per day?
ANS: LD’s for Transit ICM System Integration shall be $1,000.00 per day. LDs for Fleet Vehicles Accepted / Vehicle Technology Testing shall be $1,000.00 per day, per fleet. See Section 8.26A, “Attachment 26A: Bus ITS Specification”. Section 8.26A states that, “All in-vehicle technology will be procured by the Contractor and installed after delivery of the vehicles by NYSDOT.” “Acceptance testing” in Section 8.24 refers to the acceptance of work to be performed in 8.26A. Vehicle testing includes integration of on-board technology.

Q178. Section 8.24, Attachment 24, LDs are payable in certain cases if something (e.g., transit technology, fare payment technology) is not “functioning” to a certain percentage. Please clarify what “functioning” means here?
ANS: The term “functioning” means meeting the technical and system specifications including, but not limited to, those outlined in attachment 23, attachment 26A and attachment 28. See Section 8.16, “Attachment 16: Operating Performance Standards (Minimum Requirements)” subsection 4. “Other Requirements” for clarification of the term “functioning”.

Q179. Section 8.24, Attachment 24, Incentive payment for Customer Satisfaction of $1,000 per quarter if base target is met. Section 8.18 has $100 per quarter. Which one is correct?
ANS: $1,000 per quarter if base target is met. This has been corrected in the modification.

Q180. Section 8.1, Article 12, The insurance section references “Contract Final Acceptance”. Can this term be defined?
ANS: “Contract Final Acceptance” has been revised to read “satisfactory completion of all work under the contract” and refers to The Department’s acceptance of work under the contract as satisfactorily completed.
Attachment 32, which contains the RFP’s Pre-Proposal Webinar Slides, can be found on the NYSDOT project web site, located at https://www.dot.ny.gov/business. Click on “Consulting Services”, then click on “Opportunities”, and then click on the date to the left of ‘C037626…’.
8.33 Attachment 33: Bus Warranty

Attachment 33, which contains the Bus Warranty, can be found on the NYSDOT project website, located at https://www.dot.ny.gov/business. Click on “Consulting Services”, then click on “Opportunities”, and then click on the date to the left of ‘C037626...’.


(Submit original with Executed Contract Signature pages)

Contract Number __________________
Contract Description: __________________________________________________________
______________________________________________________________________________

M/WBE AND EEO POLICY STATEMENT
I, _______________________________________________, of (awardee/consultant) _________________________ agree to adopt the following policies with respect to the project being developed or services rendered.

MWBE
This organization will, and will cause its contractors and subcontractors to, take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
2. Request a list of State-certified M/WBEs from NYSDOT and solicit bids from them directly.
3. Ensure that plans, specifications, requests for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
4. Where feasible, divide the work into smaller portions to enhance M/WBE participation and encourage the formation of joint ventures and other partnerships among M/WBE contractors.
5. Document and maintain records of bid solicitation, including those to M/WBEs, and the results thereof. The Consultant will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
6. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and if legally permissible, that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO
(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its efforts to employ and utilize minority group members and women in its work force on State contracts.
(b) This organization shall state in all solicitations or advertisements for employees in the performance of the State contract, that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital status.
(c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized 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 this organization’s obligations herein.
(d) The Consultant shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Consultant and subconsultants/subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subconsultant/subcontractor as to work in connection with the State Contract.

Agreed to this ________ day of _______________________, 20____

By _____________________________________________________

Print:________________________________________Title:____________________________________

________________________________________ is designated as the Minority Business Enterprise Liaison
(Printed Name of Designated Liaison)

Total Committed M/WBE Contract Participation

_____ percent Minority and Women’s Business Enterprise Participation

_____ percent Minority Business Enterprise Participation

_____ percent Women’s Business Enterprise Participation

__________________________________________________________

(Authorized Representative Signature)

Title:  _____________________________________________________

Date:  _____________________________________________________

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