NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
OPERATION OF INFORM TRAFFIC MANAGEMENT SYSTEM SERVICES
FOR NYSDOT
CONTRACT #C037708

Initial Information for Submittal

A. Please note the following dates and deadlines:
   a. March 8, 2018: Pre-Proposal Conference with Site Tour
   b. March 15, 2018: Deadline for submission of questions about the RFP at 12:00 PM (Eastern Time)
   c. April 5, 2018: Deadline for submission of Proposals at 12:00 PM (Eastern Time)

B. To assist firms in preparing Proposals in response to this solicitation, a pre-proposal conference and tour of the INFORM Traffic Control Center located at 140 Nicon Court, Hauppauge, New York, will be offered at 10:00 am on March 8, 2018. A general review of solicitation will occur and specific questions regarding the solicitation may be answered.

   If you plan to attend, please email the designated contact at Patricia.Kappeller@dot.ny.gov no later than 12:00 PM on March 6, 2017. Each Proposer is requested to send no more than three (3) representatives to the conference. An opportunity will be afforded for questions and answers during the conference. However, to assist us in preparing for the meeting, we wish to receive any questions you may have, in writing, by the close of business on February 27, 2018.

C. Complete Proposals are to be submitted to the Designated Contract stipulated in Section 1.4.
RFP RESPONSE FORM

CONTRACT C037708: OPERATION OF INFORM TRAFFIC MANAGEMENT SYSTEM FOR NYS DOT

Please review this RFP, complete the following information, and email to the NYS DOT address shown below, by the earliest practical date. This RFP Response Form must be submitted along with the two required Procurement Lobbying Law form (see Section 5.8 of the RFP) before questions or other communication 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:

Name: ________________________________________________________________

Address: ______________________________________________________________

City, State, Zip: _______________________________________________________

Phone Number: _______________________________________________________

Fax Number: _________________________________________________________

Contact Name, Title: _________________________________________________

Email Address: _______________________________________________________

Date: __________________________________________________________________

Please email to: Patricia.Kappeller@dot.ny.gov
**CONSULTANT PROPOSAL SUBMISSION CHECKLIST**

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR PROPOSALS**

**OPERATION OF INFORM TRAFFIC MANAGEMENT SYSTEM FOR NYSDOT**

**CONTRACT #C037708**

### Part I: Technical and Management Submittal

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) original plus seven (7) Printed hard copies (3-ring binder, tabbed and labeled) of Part I plus one complete copy of Part I on CD/Thumb Drive, in Adobe® PDF compatible format</td>
<td>Securely sealed and clearly labeled with the Contractor’s name, address, telephone number, contact name, and the words “OPERATION OF INFORM TRAFFIC MANAGEMENT SYSTEM for NYSDOT, RFP Part I – Technical and Management Proposal (Contract #C037708)”</td>
</tr>
<tr>
<td>Signed Cover Letter on official business letterhead (1 page max)</td>
<td>Table of Contents identifying each major section and page numbers</td>
</tr>
<tr>
<td>Narrative Description</td>
<td>Approach, Scope of Services and Schedule</td>
</tr>
<tr>
<td>Organization and Staffing</td>
<td>Experience</td>
</tr>
<tr>
<td>Complete and submit Attachment #14: Key Personnel Resume and References</td>
<td>Complete and submit Attachment #18: Level of Effort Tables</td>
</tr>
</tbody>
</table>

### Part II – Cost and Administrative Submittal

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) original plus four (4) Printed hard copies (3-ring binder, tabbed and labeled) of Part II plus one complete copy of Part II on CD/Thumb Drive, in Adobe® PDF compatible format and MS Excel compatible form for Attachment 17: Cost Proposal Workbook</td>
<td>Securely sealed and clearly labeled with the Contractor’s name, address, telephone number, contact name, and the words “OPERATION OF INFORM TRAFFIC MANAGEMENT SYSTEM for NYSDOT, RFP Part II – Cost and Administrative Proposal (Contract #C037708)”</td>
</tr>
<tr>
<td>Complete and submit Attachment #17: Cost Proposal Workbook</td>
<td>Complete and submit online certification or hard copy of Vendor Responsibility Questionnaire</td>
</tr>
<tr>
<td>Complete and submit Attachment #2: Consultant Information and Certifications (sign both Section II and III)</td>
<td>Complete and submit Attachment #3: Form AOR Acknowledgement of Receipt</td>
</tr>
<tr>
<td>Complete and submit Attachment #4: Procurement Lobbying Law Forms</td>
<td>Complete and submit Attachment #6: Non-Collusive Bidding Certification</td>
</tr>
<tr>
<td>Complete and submit Attachment #7: Vendor Assurance of No Conflict of Interest or Detrimental Effect</td>
<td>Complete and submit Attachment #8: DBE Participation Information Form</td>
</tr>
<tr>
<td>Complete and submit Attachment #8a: DBE Subconsultant Participation Solicitation Log and Goal Attainment Letter (if goal not met)</td>
<td></td>
</tr>
</tbody>
</table>
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
OPERATION OF INFORM TRAFFIC MANAGEMENT SYSTEM FOR NYSDOT
CONTRACT #C037708

1. INTRODUCTION

1.1 Purpose

The New York State Department of Transportation (NYSDOT) has issued this Request for Proposals (RFP) to select a qualified consultant firm to provide personnel, in conjunction with NYSDOT staff, to operate the electronic traffic information and management systems at its Transportation Management Center known as INFORM (Information FOR Motorists), on Long Island which covers Nassau, Suffolk and Queens Counties. The purpose is to maintain the existing 24/7/365 operations of INFORM.

To assist firms in preparation of their proposals, an optional Pre-Proposal Conference and tour of the INFORM Traffic Control Center located at 140 Nicon Court, Hauppauge, New York, will be offered at 10:00 am on March 8, 2018. If you plan to attend, please email the designated contact at Patricia.Kappeller@dot.ny.gov no later than 12:00 PM on March 6, 2017. The Pre-Proposal Conference and Site Tour is offered only on this date, no additional dates will be scheduled. Each proposer is requested to send no more than three (3) representatives. A general review of solicitation will occur and specific questions regarding the solicitation may be answered.

To assist NYSDOT in preparing for the Pre-Proposal Conference and Site Tour, please submit any questions in writing via email to the Department’s Designated Contact for this project, by the close of business on February 27, 2018. Firms are encouraged to participate in the Site Tour of the INFORM Traffic Control center, however, this is not mandatory.

Additionally, the following informational manuals, guidelines, reports, etc. relative to the operation of the INFORM Traffic Management System are available for review if needed and may be viewed on NYSDOT’s website in the following zip file:

- HELP Standards Operating Guidelines (Attachment 20)
- Amber Alert Guidelines (Attachment 21)
- AMSig Manual (Attachment 22)
- Foundation II ATMS Overview (Attachment 23)
- INFORM System Map (Attachment 24)
- INFORM Operations Manual (Attachment 25)
- Operations Monthly Schedule (Attachment 26)
- NY Alert – TransAlert Operator Manual (Attachment 27)
- NYSDOT CCTV Policy (Attachment 28)
• Parkway Towing Contract IFB (Attachment 29)
• Parkway Towing Sectors Map 2015 (Attachment 30)
• INFORM Maintenance Contract example (Attachment 31)
• I01 Operations Supervisor Daily Updates (Attachment 32)
• I02 System Operators Emails & Roadway Reports (Attachment 33)
• I03 INFORM’s Daily Traffic Signal Logs (Attachment 34)
• I04 VMS Performance Reports (Attachment 35)
• I05 CCTV’s Performance Reports (Attachment 36)
• I06 Ramp Meters Reports (Attachment 37)
• I07 I495 HOV Lanes Annual Report (Attachment 38)
• I08 Clean Energy Pass Vehicle Registration & Sticker Counts Report (Attachment 39)
• I10 INFORM’s Maintenance Contractor’s Monthly Work Order Budget & Schedule Reports (Attachment 40)
• I12 HELP Reports (Attachment 41)
• Communication Log (Attachment 42)
• Incident Log (Attachment 43)

1.1 Background

INFORM is an electronic traffic information and management system covering over 320 centerline miles of roadways on Long Island, New York. The system has been in daily operation since late 1987.

The main INFORM Traffic Management Center (TMC) facility is located at 140 Nicon Court, Hauppauge, NY 11788. Additionally, INFORM has satellite back-up at Republic Airport in Farmingdale, NY. A dedicated data communications network links the Control Center with the various field installations which include, but are not limited to: equipment mounted in roadside cabinets; arterial intersection traffic controllers and signals; ramp traffic controllers and signals; permanent and portable variable message signs; travel time signs; vehicle detectors; CCTV; etc.

In summary, operation of the System includes, but is not limited to, monitoring, surveillance and control of the following:

• Approximately 165 Overhead Variable Message Signs (VMS)
• Over 300 Closed Circuit Television Cameras (CCTV)
• Approximately 1200 Arterial Traffic Signals
• Approximately 90 Ramp Meters
• Approximately 100 Portable VMS, portable CCTVs, portable detectors
• Thousands of Loops, Radar, Video Image, Acoustic Detectors and TRANSMIT Readers

The area covered by INFORM encompasses main east-west and north-south corridors consisting of:
• The Long Island Expressway (I495)
• Northern State Parkway (908G)
• Southern State Parkway (908M)
• Sunrise Highway (NY27)
• Hempstead Turnpike (NY24)
• Meadowbrook State Parkway (908E)
• Wantagh State Parkway (908T)
• Sagtikos State Parkway (908K)
• Grand Central Parkway (GCP)
• Jericho Turnpike (NY25)
• Veterans Memorial Highway (NY454)
• Seaford Oyster Bay Expressway (NY135)
• Nesconset Highway (NY347)
• State Route 25A
• State Route 25B
• State Route 231
• State Route 878 (Nassau Expressway)
• Various other roadways encompassed by boundaries below

The current western boundary of the corridor is the Queens Mid-Town Tunnel in Queens, and runs eastward through Nassau and to the east end of Suffolk Counties

1.2 Minimum RFP Responsiveness
Any Proposer 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):

i. Part I – Technical and Management Submission
ii. Part II – Cost and Administrative Submission
iii. Completion of all applicable attachments:
    • Vendor Responsibility Questionnaire
    • Attachment #17: Cost Proposal
    • Attachment #2: Consultant Information and Certification Form
    • Attachment #3: Form AOR Acknowledgement of Receipt
    • Attachment #4: Procurement Lobbying Law Compliance
    • Attachment #6: Non-Collusive Bidding Certification
    • Attachment #7: Vendor Assurance of No Conflict of Interest or Detrimental Effect
    • Attachment #8: DBE Participation Information
    • Attachment #8a: DBE Subconsultant Solicitation Log and Goal Attainment Letter, if applicable
    • Attachment #14: Consultant’s Key Personnel Resume and References
1.3 **Designated Contact**
Potential Proposers are advised that under New York State Finance Law Section 139-j communication on procurements can be made only to designated contact persons. The Department’s Designated Contact for this procurement is:

Primary Contact:
Patricia Kappeller
New York State Department of Transportation
Contract Management Bureau
50 Wolf Road, 6th Floor
Albany, NY 12232, USA
Email: 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.

1.4 **RFP Modifications**
If necessary, NYSDOT will issue Modifications to modify conditions or requirements of this RFP, Proposers are advised to visit the NYSDOT website (https://www.dot.ny.gov/portal/page/portal/doing-business/opportunities/consult-opportunities) regularly to check for Modifications. The final Modification will be posted on NYSDOT’s website not later than seven (7) calendar days prior to the Proposal due date. If an additional Modification is required within seven (7) calendar days of the Proposal due date, the Proposal due date shall be revised such that there will be seven (7) days from the final Modification to the Proposal due date.
2. CIVIL RIGHTS REQUIREMENTS

2.1 Disadvantaged Business Enterprise Participation

While not indicative of a Proposer’s individual merit (technical excellence, Proposer’s ability, experience, etc.), NYSDOT seeks to achieve the Disadvantaged Business Enterprise (DBE) Program in accordance with 49 Code of Federal Regulations (CFR), Section 26. NYSDOT encourages the participation of certified Disadvantaged Business Enterprise (DBE) in this solicitation. The level of DBE participation will be relevant to the process of selecting Proposal that will best achieve the overall goals of the Department. Please visit the New York State Unified Certification Program (NYSUCP) DBE Directory for certified Disadvantaged Business Enterprises via: https://nysucp.newnycontracts.com. The general DBE participation goal for federally funded projects is 20%.

For this specific procurement, NYSDOT has established a **DBE participation goal of 12.23 percent (12.23%)** for this solicitation. Meaningful participation by either a prime consultant who is certified as a NYSUCP DBE or inclusion of subconsultant(s) who is/are certified NYSUCP DBE count toward the DBE participation goal. Meaningful participation is defined as providing commercially useful functions or services. These services should:

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

Interested Proposers should verify their attainment of the above established DBE participation goal by completing Attachment 8 DBE Participation Information. To count towards the Department’s DBE goal, a firm offering DBE participation must be currently certified per the NYSUCP DBE Directory. If the Proposal does not meet the 12.23 percent DBE participation goal, the firm must provide evidence of good faith effort by completing Attachment 8a DBE Subconsultant Participation Solicitation Log. Additionally, if the firm 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 DBE goal (full or partially), which services to substantiate the firm’s good faith effort. The letter should include sufficient justification as to why the goal was not met or was met partially and should at a minimum address the following factors: the potential firm’s method of accomplishing the work, the subcontracting opportunities associated with the proposed approach and scope of services, and the availability of certified firms for the work to be performed by either a prime consultant or via subcontract.
The above forms and letter must be included in Part II: Cost and Administrative Submission. Firms are advised to refer to Section 6.2 for the procedure by which the Department will follow in evaluating a firm’s proposed DBE participation.

2.2 Minority and Women-Owned Business and Service Disabled Veteran-Owned Business Enterprise Participation

“Not Applicable”

2.3 Diversity Practices

“Not Applicable”

2.4 Title VI Assurance

The New York State Department of Transportation (NYSDOT), in accordance with Title VI of the Civil Rights Acts 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 of 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 notified 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 award.

2.5 Equal Employment Opportunity – Pay Equity

In accordance with New York State Executive Order 162, issued in January 9, 2017, the selected Consultant shall provide workforce utilization reports in accordance with RFP Attachment 1, Draft Contract.
3. PROJECT AND CONTRACT OBJECTIVES

3.1 Project Objectives

- Provide staff and services for the 24/7/365 operation of the INFORM Traffic Management System.
- Operate the Intelligent Transportation System and related equipment.
- Provide traffic management & congestion mitigation techniques to insure the safety and mobility of the Region’s motorists.
- Coordinate roadwork information and regional lane closures.
- Maintain and upgrade the Communication system’s network (hardware and software) to meet the evolving needs of the system.
- Keep the INFORM Operational Procedures Manual and other Manuals updated.
- Review the INFORM maintenance contractor’s work and inspect the work of other construction contractors.
- Manage and Administer the HELP and Parkway Tow contracts.

3.2 Contract Objectives

This contract provides for manpower, resources and work necessary to operate, manage, direct, supervise, maintain and administer the INFORM Intelligent Transportation system and facilities (maintenance reporting) on a 24/7/365 basis.

3.3 Definitions and Acronyms

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
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<tbody>
<tr>
<td>511NY</td>
<td>New York State’s official website/phone app for traffic and travel information</td>
</tr>
<tr>
<td>AOR</td>
<td>Acknowledgement of Receipt</td>
</tr>
<tr>
<td>ATMS</td>
<td>Advanced Transportation Management System</td>
</tr>
<tr>
<td>CCTV</td>
<td>Closed Circuit Television</td>
</tr>
<tr>
<td>CIN</td>
<td>Consultant Identification Number</td>
</tr>
<tr>
<td>CSSWeb</td>
<td>Consultant Selection System web application</td>
</tr>
<tr>
<td>CUF</td>
<td>Commercial Useful Function</td>
</tr>
<tr>
<td>DBE</td>
<td>Disadvantaged-Owned Business Enterprise</td>
</tr>
<tr>
<td>FEIN</td>
<td>Federal Employer Identification Number</td>
</tr>
<tr>
<td>FHWA</td>
<td>Federal Highway Administration</td>
</tr>
<tr>
<td>HELP</td>
<td>Highway Emergency Local Patrol</td>
</tr>
<tr>
<td>HOV</td>
<td>High Occupancy Vehicle</td>
</tr>
<tr>
<td>ICS</td>
<td>Incident Command System</td>
</tr>
<tr>
<td>ITS</td>
<td>Intelligent Transportation Systems</td>
</tr>
</tbody>
</table>
3.4 Contract Term and Rate Adjustments

The Department estimates that the work for the successful Consultant will commence on September 1, 2019. The base term or duration for the contract is three (3) years. The contract may be extended for up to two additional one-year periods upon written agreement of both parties and approved by the Office of the State Comptroller and FHWA.

If the contract is extended for the optional years, the Produce Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 1.5%, whichever is lower, will be used as a basis for adjusting the hourly rates/lump sum deliverable amounts. The rate adjustment will be effective on January 1st and calculated using the previous September Index, using Series ID PCU5413—5413—(Architectural, Engineering, and related services). [http://data.bls.gov/timeseries/PCU5413--5413--?data_tool=XGtable](http://data.bls.gov/timeseries/PCU5413--5413--?data_tool=XGtable)

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

<table>
<thead>
<tr>
<th>IMC</th>
<th>INFORM Maintenance Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>INFORM</td>
<td>INformation FOR Motorists</td>
</tr>
<tr>
<td>MBE</td>
<td>Minority-Owned Business Enterprise</td>
</tr>
<tr>
<td>NLT</td>
<td>No Later Than</td>
</tr>
<tr>
<td>NYALERT</td>
<td>New York Alert</td>
</tr>
<tr>
<td>NYCDOT</td>
<td>New York City Department of Transportation</td>
</tr>
<tr>
<td>NYS</td>
<td>New York State</td>
</tr>
<tr>
<td>NYSDOT</td>
<td>New York State Department of Transportation</td>
</tr>
<tr>
<td>NYSUCP</td>
<td>New York Unified Certification Program</td>
</tr>
<tr>
<td>OpenReach</td>
<td>OpenReach is an incident management system designed by CoVal Systems, Inc.</td>
</tr>
<tr>
<td>PPI</td>
<td>Producer Price Index</td>
</tr>
<tr>
<td>PVMS</td>
<td>Portable Variable Message Sign</td>
</tr>
<tr>
<td>R10</td>
<td>Region 10 – Long Island</td>
</tr>
<tr>
<td>RFP</td>
<td>Requests for Proposals</td>
</tr>
<tr>
<td>SFS</td>
<td>Statewide Financial System</td>
</tr>
<tr>
<td>SOP</td>
<td>Standard Operating Procedures</td>
</tr>
<tr>
<td>TMC</td>
<td>Transportation Management Center</td>
</tr>
<tr>
<td>TransAlert</td>
<td>Transportation Alert</td>
</tr>
<tr>
<td>TRANSCOM</td>
<td>Transportation Committee</td>
</tr>
<tr>
<td>TANSMIT</td>
<td>An electronic system that uses EZPass readers to determine travel time for traffic management purposes</td>
</tr>
<tr>
<td>TTI</td>
<td>Travel Time Initiative</td>
</tr>
<tr>
<td>VMS</td>
<td>Variable Message Sign</td>
</tr>
<tr>
<td>WBE</td>
<td>Women-Owned Business Enterprise</td>
</tr>
<tr>
<td>Description</td>
<td>Value</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>QAT-Auditor 1/1/12-12/31/12 Billing Rate</td>
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<tr>
<td>October 2012 PPI Index (PCU5413—5413--)</td>
<td>132.1</td>
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<td>October 2011 PPI Index (PCU5413—5413--)</td>
<td>130.0</td>
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<td>2.1</td>
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<tr>
<td>Divided by Previous Index</td>
<td>130.0</td>
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<tr>
<td>Percent change, rounded to nearest tenth</td>
<td>1.6%</td>
</tr>
<tr>
<td>QAT-Auditor 1/1/13 – 12/31/13 Billing Rate ($9 x 1.016)</td>
<td>$9.14/Hour</td>
</tr>
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</table>

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 Department reserves the right to negotiate a lower rate adjustment than stated above for the additional one-year extensions.
4. SCOPE OF SERVICES

4.1 Project Overview

The following general conditions shall apply to the scope of services:

1. System operators shall occupy space at 140 Nicon Ct, Hauppauge, NY 11788 at no cost to the Consultant.
2. The State shall provide telephone service at the INFORM Control Center for the official business required to operate INFORM at no cost to the Consultant.
3. The State shall provide heating, air conditioning, lighting, and electric power at the INFORM Control Center at no cost to the Consultant.
4. The State will provide, support, and maintain all items comprising the INFORM system at no cost to the Consultant.
5. To carry out the mission of INFORM, Consultant personnel shall be required to cooperate and communicate with several outside agencies and firms, including local municipalities, police agencies, firms engaged in gathering and disseminating traffic information, such as 511NY, TRANSCOM, various TV and radio stations, and contractors engaged by the State to provide various services.
6. Independent contractors are retained by the State to service all electronic equipment in the Control Center and at remote locations. They will be present in the Control Center only as necessary for the performance of work.
7. The INFORM Control Center is currently operated seven (7) days a week, 24 hours a day, 365 days a year. Proposers should base their submissions on continuous operations of the System. However, please note that the State may, at its option, reduce the number of hours of operations of the System.
8. System hardware and software changes may be implemented by others during the term of this effort. These include updating the system to accommodate roadway changes as well as expansion to other Regional roadways. The changes are not expected to adversely impact the work of the operation of the INFORM system.
9. From time to time, as part of their normal duties, the INFORM system operators shall be required to assist in traffic data collection using the automated traffic data acquisition features of the INFORM system.
10. This agreement requires a close working relationship between Consultant and State personnel. Working together, the Consultant and State forces, shall upgrade system configurations, refine policies for the operation of the system, ensure that the system is being properly maintained, and keep inventory records of INFORM equipment. State personnel will instruct the Consultant’s administrative staff as required regarding the accomplishment of these tasks.
11. The cost of providing administrative support, including secretarial services for typing of correspondence, reports and records shall be included in the Consultant’s overhead.
12. The Consultant shall provide smartphones and tablet computers to all field personnel and some select key personnel as determined by NYSDOT Project Manager.
13. In order to minimize the disruption in the services provided to the public during the transition period between operations contracts, it is desirable that the Consultant make all reasonable efforts to retain existing operations staff. This is necessary so as to retain system and operations experience/knowledge required to operate the system properly.

14. The Consultant shall be required to generate a variety of reports in their performance of identified project tasks. There will be no additional compensation for the creation and submission of these reports. The reports include, but are not limited to, the following:

- Operations Supervisor Daily Updates
- System Operators E-mails and Roadway Reports
- INFORM’s Daily Traffic Signal Logs
- Construction Contract Monitoring Logs
- VMS Performance Reports
- CCTV’s Performance Reports
- Ramp Meters Reports
- Travel Time System Reports
- Detector Reports
- I-495 HOV Lanes Annual Reports
- Clean Energy Pass Vehicle Registration and Sticker Counts Report
- Vehicle Delay Reports (as needed)
- INFORM’s Maintenance Contractor’s Monthly Work Order Budget & Schedule Reports
- System Support Engineering/Software Reports
- HELP Reports
- INFORM Inspector Reports
- A daily update with any published news articles (paper or electronic/internet) and/or aired video clips/news segments by any news organizations, with topics related to NYSDOT roadways or programs
- Other ad-hoc reports as requested by the State

4.2 General Information

Due to the nature of work at the TMC, Consultant personnel will be exposed to confidential information. This includes, but is not limited to, detailed incident information non-releasable to the media, telephone numbers, e-mail addresses, and computer access codes. All Consultant personnel shall not improperly use or disclose of any confidential information received during employment at the TMC, even after such time that they may no longer be associated with this project. Selected firm(s) shall obtain confidentiality agreement (acceptable to NYSDOT) from each Consultant staff assigned to this project. Unauthorized release of any confidential and/or sensitive information may be considered grounds for immediate dismissal of Consultant staff/termination of the contract and/or other remedies as the state may see fit.
4.3 Categorization of Work

The Scope of Services defines the tasks to be performed under the agreement by the selected Consultant for the operation of the INFORM traffic management system located on Long Island, within Queens, Nassau, and Suffolk Counties and the operation of the INformation FOR Motorists (INFORM) Control Center located in Hauppauge, NY.

Project work generally will include, but will not be limited to, the following services:

- Direction, Supervision and Administration of the TMC staff and Services
- Operation of the Intelligent Transportation System and related equipment, as per INFORM’s Operations Manual and Department’s directives
- Coordination of roadwork information and regional lane closures, including other Regions and coordinating work with multi-tier agency groups
- Communication system’s network (hardware and software) maintenance and all required support to provide services, including upgrades, to meet the evolving needs of the system
- Training TMC staff on the daily work, use of equipment and new software; Updating Operational Procedure and other Manuals, as needed, for the consistent operation of the system
- Review of work by the maintenance contractor and inspection of the work of other construction contractors
- Review of minor construction or construction repairs
- Coordination of field equipment diagnostic, maintenance and repair including inspection and supervision of work, as per maintenance contract provisions
- Management and Administration of the HELP and Parkway Tow contracts and Program support.

4.4 Level of Effort

From a historical basis, the total annual work effort required to operate the INFORM system is estimated to be approximately 68,000 staff hours, including time for the Trainee title. This includes estimated overtime needs for tasks 2, 3, 5, 6 and 7 (reference Section 4.5 for information on tasks). The estimated work hours dedicated to each task (including the anticipated overtime referenced previously is as follows:

<table>
<thead>
<tr>
<th>Task #</th>
<th>Number of Estimated Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5,223</td>
</tr>
<tr>
<td>2</td>
<td>29,745</td>
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<td>3</td>
<td>3,780</td>
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<td>5</td>
<td>1,894</td>
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<tr>
<td>6</td>
<td>9,379</td>
</tr>
<tr>
<td>7</td>
<td>11,089</td>
</tr>
<tr>
<td>8</td>
<td>170</td>
</tr>
</tbody>
</table>
NOTE: All above noted figures of annual staff hours and hours per task are estimated and may vary due to changes in workloads, assignments & needs. Additional hours above those listed shall be approved by the NYSDOT Project Manager. Hours shall be budgeted appropriately. In the case of approved emergencies, a Supplemental Agreement may be needed.

4.5 Tasks

What follows below are descriptions of the eight major tasks and subtasks to be performed under each, in the Scope of Services for operation of the INFORM Traffic Management System. They represent the core tasks required to fulfill the project objectives

**TASK 1 – Direction, Supervision and Administration of the Transportation Management Center**

**SUMMARY**

Task 1 consists of work necessary to manager, direct, supervise, and administer the INFORM system by the Consultant’s management and management support personnel. It also includes supply procurement and participation in meetings as directed by the Department. The Consultant Team shall be organized to provide a single point of contact (project manager/director) to NYSDOT.

**Sub-Tasks Description**

1.1. The Consultant shall employ, train, schedule, and supervise control room operators, dispatchers and field support personnel. This shall include accommodating vacations, sick leave, and other absences of operations personnel, by training and supervising relief operators, dispatchers and on-call personnel to ensure continuous 24/7/365 TMC operations. Ensure proper coverage at all times, including: during weekends, adverse weather events, states of emergencies, Holidays, special events, ICS activations, etc. In addition, it is anticipated that the Consultant may be required to hire at least one trainee during the base term of this agreement.

1.2. The State may upgrade the application programs in the INFORM control center from time to time. Upon request of the State, the Consultant shall schedule necessary time during normal working hours for the State to work on upgrading said programs.

1.3. The Consultant shall assist the State with establishing repair priority for failed equipment. The Consultant’s personnel will often be the first to know of an equipment failure and shall be responsible for issuing a work order for equipment
repair (See Task 2). Helping to establish priorities for repair of failed/aged equipment shall also be considered part of this task.

1.4. The Consultant shall provide supplies and/or required services for Control Center use and operations. The supplies and/or required services to be procured include, but are not limited to, computer paper, fax machine paper, computer printer cartridges, computer tapes and disks, forms, logs, diaries, record keeping supplies, communications services, repeater charges, minor computer and equipment repairs, etc. The purchase shall be issued by the Consultant and paid by the State as a direct cost of the contract.

**ALL purchasing shall follow NYS Procurement Guidelines and will be subject to pre-approval by the State.**

1.5 The Consultant shall respond to inquiries about INFORM operations as directed by the State. Inquiry responses involve telephone conversations, providing supporting data for evaluation and use by the State transmittal of pre-printed materials, accommodation of visitors at the Control Center, providing tours of the INFORM building to visitors, and attending meetings at locations from the Control Center.

1.6 The Consultant shall maintain records and documentation as directed to support the overall operations of the INFORM Control Center. This includes websites, statewide and inter/intra-agency databases.

1.7 The Consultant shall prepare schedules for all tasks related to INFORM operations. Schedules of tasks will be pre-approved by the State.

1.8 The Consultant shall provide seven (7) vehicles to be used exclusively as part of operations activities by Consultant staff. These vehicles shall display INFORM and R10 logos as specified by the State. The costs of these project vehicles will be paid by the proposer as a direct cost of the contract. The procurement methods for these vehicles shall follow New York State procurement guidelines and require pre-approval by the State. All vehicles shall be model year 2017 or newer.

For estimation purposes: Four (4) of these vehicles shall be 4-Wheel Drive Heavy Duty Pick Up Trucks with trailer package of at least 8,000 lbs.; Three (3) large 4-Wheen Drive multiple passenger utility vehicles capable of mounting curbs at freeway speeds (40MPH), with a trailer package of at least 6,000 lbs. All vehicles shall be fitted with appropriate light bars and flashing strobes as approved by the State. Consideration to assuming lease on existing vehicles, if cost effective and if pre-approved by the State.
All vehicles shall be equipped with a NYSDOT approved Verizon Networkfleet or any other equivalent AVL System (Automatic Vehicle Location) with the following modules:

- Vehicle and Driver Management and Diagnostic Reporting
- Fleet Maps
- Safety and Security Management

The Consultant shall arrange to provide NYSDOT staff with full access to the AVL feeds.

1.9 The Consultant shall participate in post-incident debriefings, with all agencies and vendors involved in managing a major traffic incident, to determine whether existing operating procedures should be changed. This work also includes travel to meetings away from the INFORM Traffic Control Center.

The Consultant shall participate in traffic incident management procedure meetings to update operating procedures in the TMC.

1.10 The Consultant shall provide coverage for operators and dispatchers and Task 3 personnel during scheduled and unscheduled absences. Personnel assigned to this task may be assigned to accomplish duties under Tasks 2 and 3 when personnel assigned to those tasks are absent. However, personnel assigned to this task shall not have regularly scheduled duties under Task 2 and 3.

1.11 The Consultant shall provide coordination of special events. That includes attending meetings, preparing messaging plans, VMS deployment plans, providing personnel at the venue the day of the event, attending post-event meetings, and preparing lessons learned reports.

1.12 The Consultant should coordinate any needed Emergency PVMS deployments including during nights & weekends.

1.13 The Consultant shall follow NYS Incident Management Strategies and Practices in order to provide coordination with key stakeholders, such as law enforcement officers and other emergency responders, as needed.

1.14 The Consultant shall administer the Region’s HOV Clean Pass Vehicle Monitoring Program.

1.15 The Consultant may be required to coordinate operational policy, procedures and activities to improve operational consistency between the downstate TMC’s (NYSDOT Regions 8, 10 and 11). Activities would include but are not limited to:

- Schedule and facilitate coordination meetings
- Review and revise policies and practices to implement best practices
- Develop/conduct related training
• Perform post incidents and operations reviews
• Coordinate planning of special events impacting the three NYSDOT downstate Regions.

TASK 2 – System Operation

SUMMARY

This task consists of work necessary to provide human monitoring of the INFORM automated traffic management system and performance of manual tasks necessary for the system’s effective operation and the operation of the INFORM Control Center.

Sub-Tasks Descriptions

2.1 The Consultant shall provide human monitoring of traffic surveillance equipment for traffic operation management at the INFORM TMC. It is anticipated that the Consultant will be directed to provide a minimum of three (3) persons at all times for operation of the System. During peak hours on weekdays, special events and/or emergency conditions greater levels of staffing shall be required. The Project Director/Operations Supervisor shall be staffed at the IMFORM TMC, at a minimum during, the core hours of 7:00am – 3:00pm, Monday through Friday.

Consultant personnel normally assigned to Task 1 shall not be scheduled as an operator on a regular basis. These personnel may be used as unscheduled relief operators when regular operators are absent on short notice.

Human monitoring of traffic control device operations by the TMC central processor includes, but is not limited to, monitoring and interacting with: the ATMS traffic control system that select timing patterns for traffic signals on arterial streets; special programs for ramp meters operations, and; the central processor computer programs that select messages for variable message signs and travel time signs. Each of these sets of computer programs provides for operator dialogue using computer terminals.

2.2 The Consultant shall frequently review the INFORM’s equipment performance monitoring system. The INFORM central processor announces failures of field equipment and sound alarms. Operators shall acknowledge equipment failure, and evaluate the system reported failure, through a series of operations procedures. Upon human verification of an equipment failure, the Consultant shall call for appropriate repairs, and return the equipment to on-line status upon completion of repairs. The process for ordering repairs by the Consultant shall involve written forms, log books, and telephone calls to maintenance contractors, the receipt of phone calls from maintenance contractors, and related work.

2.3 The Consultant shall reconfigure the INFORM system as needed. Upon failure of TMC equipment, and upon return to operation of failed equipment, System
Operators may need to manually intervene in the reconfiguration process to restore its operation, as before the failure.

2.4 The Consultant shall provide human monitoring of the INFORM variable message sign system. Human monitoring of the variable message sign processor may include approval of every legend prior to its display, and verification that the approved legend is displayed. Normal selection of sign legends may be computer programs in the INFORM central processor from a State approved library. The operators may also command the variable message sign processor to display legends from the State approved library and compose unique legends, using the computer terminal.

2.5 The Consultant shall provide management of traffic incidents. Incident management shall be performed in accordance with existing and new standard operation procedures.

2.6 The Consultant shall provide human monitoring of 511NY, TRANSCOM’s OpenReach, NYALERT, INFORM website in addition to closed circuit television, police radio scanners, NYSDOT radio transmissions, and weather stations. 511NY monitoring should include a human check of all VMS sign messages; CCTV feeds quality, roadwork incidents, etc. on the 511NY website at least multiple times per week.

2.7 The INFORM operators shall answer phone inquiries from agencies, private citizens, and the media, and provide them with the necessary information about traffic conditions. All operators shall be respectful and professional to all callers.

2.8 The Consultant shall accept telephone reports from police or other authorized personnel regarding the malfunctioning of any State-owned traffic signals in Nassau and Suffolk Counties, and subsequently notify the appropriate State and Contractor personnel of the needs for repairs. The Consultant shall keep records of all reports of traffic signal malfunctions and shall record the maintenance contractor calls that verify their receipt of the maintenance requests and their notification to INFORM of the completed work.

2.9 The Consultant shall operate and display messages on portable changeable message signs from the Control Center. Communications to these signs is by means of telephone lines and modems. The software used to control these signs is by means of telephone lines and modems. The software used to control these signs is different than that used for the INFORM system permanent signs.

2.10 The Consultant shall have daily exchange of information from TRANSCOM and NYS. INFORM frequently responds to requests from TRANSCOM for messages on the INFORM variable message signs. These messages typically concern traffic problems or construction activities on facilities that are major links on the area-wide transportation network. This type if interaction occurs at least once a
week. TRANSCOM is routinely notified about major problems on roads in the INFORM network. Occasionally, TRANSCOM members use their variable message signs to warn motorists about problems on Long Island roads. There is a TRANSCOM workstation in the INFORM Control Center; however, most important traffic information is exchanged through telephonic conversations.

2.11 The Consultant’s INFORM operators shall monitor road conditions on available CCTV feeds for any road icing, flooding, etc. and dispatch NYSDOT personnel if needed.

2.12 The Consultant’s INFORM operators shall determine the level of a roadway incident as per the most up-to-date NYSDOT regional notification guidelines.

2.13 The Consultant’s INFORM operators shall apply the appropriate diversion plan for a section of roadway closure that is expected to last for four hours or longer, and coordinate the regional response to any long-term closures as needed.

2.14 The Consultant’s INFORM operators shall be required to coordinate special events by posting VMS messages regarding roadway conditions or closed roads, updating/changing them as needed. Operators may apply alternate signal timing plans or other incident management procedures.

**TASK 3: Roadwork Information and Lane Closure Coordination**

**SUMMARY**

This task consists of work to assist the Department in minimizing the impact of construction, maintenance, and other roadwork-related activities on the monitoring public.

**Sub-Task Description**

3.1 The Consultant shall operate the Department’s 511 telephone information service. The Engineer-in-Charge will send faxed correspondence to the INFORM Control Center each workday describing planned construction activities and lane closures for the following workday. The INFORM personnel currently record and input updated messages concerning these lane closures as often as needed.

3.2 The Consultant shall assist the Department in ensuring that disruption of traffic flow due to construction, maintenance, and other activities is minimized. Everyone involved in work on State highways, including Engineers-in-Charge of construction projects, personnel from NYSDOT roadway and bridge maintenance, survey, and technical services groups, private contractors and utility companies, will notify INFORM of their need to close lanes. The notification requirement is expected to apply to all State highways in Nassau and Suffolk County and major limited access highways in the eastern section of Queens County. Notification of
the need to close lanes will normally be required from contractors, etc., at least seven (7) days in advance of the event. However, little or no advanced notice can be expected to occur in emergencies. In most cases notification to INFORM will be received via email or on a fax machine supplied by the State.

The Consultant shall systematically review the information received from contractors, etc., on a daily basis, and identify those locations where competing needs to close lanes will cause significant traffic delays. The Consultant shall notify all parties for which a conflict is identified. It will be the responsibility of the competing parties, to resolve the conflict amongst them. If the involved parties cannot agree upon who has priority, they shall refer the matter for resolution to the NYSDOT personnel designated by the Regional Director.

**TASK 4: System Administration and Hardware/Software Support**

**SUMMARY**

This task consists of work necessary to support the INFORM TMC software applications and to provide technical assistance in resolving problems encountered with the operation of traffic equipment in the field as-needed. The Consultant shall modify configuration parameters whenever new elements are added or existing devices are removed.

**Sub-Tasks Description**

4.1 The Consultant shall evaluate and recommend changes to system functionality. This includes testing software programs running on the INFORM computers and checking for proper operation. The Consultant shall thoroughly document functionality and configuration changes.

4.2 The Consultant shall provide services to identify problems encountered, with the operation of field located equipment and the communication network (on an as-needed basis, based on equipment malfunction reports). These services shall include, but not be limited to – trouble-shooting field equipment and TMC related equipment and services.

4.3 The Consultant shall back-up the system software and archive data history records on a daily basis.

4.4 The Consultant shall provide (as directed by the State), through a State approved qualified software vendor, software support services for the INFORM central software system. The costs associated with these support services for the INFORM central software will be paid by the State as a direct cost of the contract. A **maximum** additional direct non-salary cost (subcontractor cost) of up to $307,000 per year will be included in the Cost Proposal to cover these costs.
4.5 The Consultant shall assist the State in the maintenance of the INFORM website and related database.

**TASK 5 : Training and Updating of Manuals**

**SUMMARY**

This task includes work by the Consultant to update standard operating procedures for use in the date-to-day operations of the Control Center, and to provide necessary training. The following sub-tasks shall be performed by the Consultant.

In the best interest of maintaining TMC operations, some of the operations staff shall require cross-training to ensure effective performance of several TMC tasks. As part of this training requirement, occasional rotation of staff may be necessary.

**Sub-Tasks Descriptions**

5.1 The Consultant shall update the Standard Operation Procedures (SOP) Manual for use in the Control Center, as directed. This shall include revised instructions for the operators covering events to which INFORM responds, including responses to hardware failures; responses to incidents in the corridor; preparation of sign messages; instigation of diversion signing; operating the ramp metering system; operating the traffic signal system in response to events; checking the 511NY system; and related actions.

5.2 The Consultant shall provide training to its new operators, dispatchers and other Consultant personnel. The training shall use the current NSDOT operations manual for INFORM. Training shall be provided on an as-needed basis as Consultant staff is phased into the project. Training shall include formal classroom style exercises as well as extensive hands-on training. The training shall provide for testing of trainees to insure they are fully training prior to being assigned to the operations tasks. It shall also include assignment to the operations task for at least one-week period under the supervision of training operator prior to being assigned as an independent operator.

5.3 The Consultant shall train INFORM operators, dispatchers, and field support services personnel, to conduct State approved experimental exercises designed by others, including non-standard procedures and methods to be used in the conduct of any research experiment.

Yearly mandatory training classes include, but are not limited to:

- Right to Know
- Sexual Harassment
- Internal Controls
• Fire Safety
• Information and Cyber Security
• Prevention of Workplace Violence

TASK 6: Field Support Technical Services

SUMMARY

This task covers work by the Consultant in support of NYSDOT staff located in field-related technical services. The technical services include review of work by the maintenance contractor and may include inspection of work of other construction contractors; review of minor construction or construction repairs; preparation and processing of records related to INFORM field equipment that is damaged by third parties; investigation of damage caused by incidents to assist the State in recovering costs for damages from responsible parties; and related services as may be requested by the NYSDOT. During the term of this contract and its anticipated that the number of roadways covered by INFORM may increase. If the State deems that additional manpower is necessary to support the expanded system, the Consultant will be authorized to provide extra personnel.

Sub-Tasks Description

6.1 The INFORM field hardware is maintained by the State through independent contractors. The Consultant and NYSDOT personnel will report identified equipment failures to the applicable independent contractor and request that corrective actions be taken. Under this task, the Consultant shall monitor the activities of the independent maintenance contractor, by field verification of repair actions. This includes, but not be limited to, record keeping indicating repair actions and appropriate cost information for verifying contractor payment.

6.2 The Consultant shall provide overtime support services as required. These overtime support services may be needed for participation in review and inspection of major repairs, to being the record keeping process, field reviews required to identify or verify major maintenance action, additional hours beyond standard working hours to address backlogs of work that may occur, and other unforeseen circumstances. The Consultant shall provide these required overtime services using the full-time staff assigned to the overall task or with other project staff as applicable. As representative from the Consultant shall be on-call at all times.

6.3 The Consultant shall routinely inspect INFORM cabinets, signs, other equipment and hardware to ensure that the INFORM maintenance contractor’s work is acceptable.

6.4 The Consultant shall conduct regularly scheduled patrols of state highways and prepare a monthly inventory of the conditions of the different INFORM ITS
equipment. The State will use the results of the patrols and inventory of conditions to schedule remedial repair work, to ensure the effectiveness of the INFORM system.

6.5 The Consultant shall maintain the INFORM equipment inventory. This consists of maintaining records of all field equipment, including the contents of each field cabinet, maintaining records of all equipment issued to the maintenance contractors, and keeping and inventory of all equipment on-hand at the storage facilities. This shall also consist of the issuing and receipt of equipment at the INFORM warehouse to and from Contractor or State personnel.

6.6 The Consultant shall transport and deploy portable changeable message signs to various sites where signs are needed for traffic management. At this time, it is estimated that the Consultant shall be responsible for the deployment of approximately one hundred (100) mobile portable changeable message signs. The Consultant shall be responsible for posting messages on additional portable message signs which will be located at semi-permanent locations. The Consultant shall keep an inventory of all deployed portable signs that shall include the location of the sign. The Consultant shall also perform routine maintenance on all portable ITS equipment.

6.7 The Consultant shall monitor the INFORM maintenance contractor performance. This shall include the daily review of INFORM generated failure reports and work orders, and the maintenance contractor’s written responses to the reports and work orders. The Consultant shall prepare monthly performance reports and expedite the processing of all work orders, invoices and other critical paper work associated with the day-to-day operations of the INFORM system.

6.8 The Consultant shall inspect and approve all Construction contracts’ OVMS signs prior to use on State projects. They shall ensure the signs are in working condition and remote connection to these PVMS signs is working from the INFORM building. The Consultant shall occasionally post messages on these signs as needed.

6.9 The Consultant shall perform minor INFORM building maintenance/repair activities like plowing the parking lot, changing light bulbs, maintain warehouse and secure storage areas, etc.

**TASK 7: Operations and Administration of the Highway Emergency Local Patrol (HELP) and the Parkway Tow Contracts**

**SUMMARY**

This task consists of the work necessary to monitor the HELP program including vehicle dispatch operations, and Parkway Tow Contractor operations.
**Sub-Tasks Description**

7.1 The Consultant shall provide dispatchers to communicate with Highway Emergency Local Patrol (HELP) vehicles patrolling selected limited access highways within Nassau and Suffolk County. HELP drivers provide roadside assistance to motorists. Fifteen (15) HELP vehicles are currently patrolling the highways between the hours of 6:00 AM and 10:00 AM and again from 3:00 PM to 7:00 PM, Mondays through Fridays. During ICS activations HELP trucks may be required to run all day and on weekends. The equivalent of two full-time dispatchers shall be required to handle communications with HELP operators during the HELP program patrol periods. If during the term of this contract the roadways and/or hours covered by HELP increase, the State may deem that additional manpower is necessary to operate the expanded program. In this case, the Consultant will be authorized by the State to provide extra personnel using available contract funds and salary rates established in the contract. The State may also reduce the number of dispatchers based upon operational needs.

Dispatchers shall keep in contact with HELP vehicle drivers using a radio system or other means of communication provided by the State. Dispatchers shall maintain detailed records of conversations showing when each driver began patrol, took breaks, and ended patrol. Records shall also be maintained regarding all stops made and services rendered by drivers. Standard forms have been developed for this purpose. Such records shall be entered into a computer database system to provide for easy analysis by Consultant personnel responsible for administration of the HELP program. The dispatchers may need to contact Parkway Tow contractors to dispatch a Tow driver upon request from the HELP driver.

7.2 The Consultant shall hire two (2) inspectors to monitor HELP and Parkway Tow Contract operators to verify they adhere to their contractual agreements. Inspectors shall make sure the HELP trucks are on “beat”, inspect to ensure “Daily Equipment Log” is complete, inspect to ensure all needed equipment on the HELP truck is in good working condition, check truck & driver appearance and ensure all safety apparel is worn. They shall also do inspections at HELP company facilities to verify the required contractor reports and records are being maintained as per the HELP contract. Weekly inspections of the Parkway Tow contractor facilities shall be made by these inspectors. They shall inspect all files to ensure Parkway Tow contract provision are being adhered to.

7.3 The Consultant shall provide one person to act as HELP & Parkway Tow Program Administrator to help with the investigation of complaints and inquiries regarding the HELP and Parkway Tow programs. They shall ensure contractor compliance to contract provisions, coordinate State and Contractor HELP beats to
effectively cover all routes, and set up the HELP and Parkway Tow programs for ICS activations. They shall prepare letters and reports, follow the proper 907 vehicle disposition process, review invoices, attend statewide meetings, prepare for regional quarterly meetings, maintain records and assist in billing.

**TASK 8: Transition**

**SUMMARY**

This task consists of two (2) phases. Phase One will cover the period of implementation of the contract resulting from this RFP (Contract No. C037708). Phase Two will occur in three (3) to five (5) years when NYSDOT resolicits for a renewal of the services at the end of Contract No. C037708.

**Phase One: Implementation of Contract No. C037708**

This task shall only be required if the incumbent Consultant is not awarded the Contract. To ensure a seamless transition between the incumbent consultant and the newly designated Consultant, NYSDOT has established a transition period of approximately thirty (30) days.

The newly awarded Consultant (Contract No. C037708) shall work with the outgoing (incumbent) consultant (Contract No. C030791) to provide the necessary coordination and services to maintain the ITS Operations at INFORM without interruption of service approximately 30 days prior to the end of the incumbent contract or upon approval of the newly awarded contract. This shall include, but not be limited to, meeting with the current consultant, NYSDOT staff and other stakeholders. To reiterate, the purpose of the transition period will be to establish an organized and coordinated approach for maintaining uninterrupted services at INFORM.

The sub-tasks include, but are not limited to, the following:

**Sub-Task Descriptions for Phase One**

8.1 The newly designated consultant shall work with the incumbent consultant to familiarize staff with all needed system operation procedures and formats of all needed reports – the newly awarded consultant shall be able to identify the required system operational requirements.

8.2 The newly awarded consultant shall work with the incumbent consultant to familiarize staff with all control room operations, software, applications, hardware and different incident reporting procedures.
8.3 The newly awarded consultant Project Director shall discuss any questions regarding INFORM’s daily operations & Operations Manual with the incumbent Project Director.

8.4 The newly awarded consultant shall attend meetings with NYSDOT staff, INFORM Maintenance Contractor (IMC), INFORM Engineering consultant, stakeholders, etc. as deemed appropriate by the NYSDOT Project Manager.

8.5 The newly awarded consultant shall participate with the incumbent consultant and IMC in performing an inventory of all field and INFORM warehouse equipment.

8.6 The newly awarded consultant staff shall work with the incumbent consultant to get an overview of the HELP & Parkway Tow contracts and all associated documentation and procedures.

8.7 The newly awarded consultant shall discuss with the incumbent consultant all staffing needs and emergency requirements for coverage of INFORM.

8.8 The newly awarded consultant shall work with the incumbent consultant to provide field support and coordination – (i.e., technical support for equipment malfunctions at INFORM).

Phase Two: Transition of the Services Provided under Contract No. C037708 to future TMC Contract

This task shall only be required if the incumbent Consultant of Contract No. C037708 does not propose or is not awarded a follow on Contract. To ensure a seamless transition between the incumbent Consultant and the newly awarded Consultant, NYSDOT has established a transition period of approximately thirty (30) days (subject to change).

The incumbent consultant shall construct a thirty (30) day (or as directed by NYSDOT Project Manager) Transition Plan, ready to execute thirty (30) days prior to completion of Contract No. C037708. The Transition Plan shall ensure a smooth transfer of the operation/management of the INFORM system without interruption of services. The Transition Plan shall be submitted to the NYSDOT Project Manager for approval no later than three (3) months before expected contract completion.
The incumbent Consultant under Contract No. C037708 shall work with the newly awarded Consultant to establish an organized and coordinated approach for maintaining uninterrupted services at INFORM by approximately 30 days prior to the end of the incumbent contract or upon approval of the awarded future contract.

The sub-tasks that the incumbent Consultant Contract No. C037708 shall work on in coordination with the newly awarded Consultant (in coordination and as determined by NYSDOT) include, but are not limited to, the following:

**Sub-Task Descriptions for Phase Two**

8.9 The outgoing (incumbent) Consultant of Contract No. C037708 shall familiarize the newly awarded consultant of all needed system operation procedures and formats of all needed reports – the newly awarded consultant shall be able to identify the required system operations requirements.

8.10 The incumbent consultant of Contract No. C037708 shall familiarize the newly awarded consultant with all control room operations, software, applications, hardware and different incident reporting procedures.

8.11 The incumbent consultant Project Director of Contract No. C037708 shall answer any questions regarding INFORM’s daily operations & Operations Manual that the newly awarded consultant Project Director may have.

8.12 The incumbent consultant of Contract No. C037708 and IMC shall perform and inventory of all field and INFORM warehouse equipment in coordination with the newly awarded consultant.

8.13 The incumbent consultant of Contract No. C037708 shall offer the newly awarded consultant staff and overview of the HELP & Parkway Tow contracts and all associated documentation and procedures.

8.14 The incumbent consultant of Contract No. C037708 shall discuss any staffing concerns and emergency requirements for coverage of INFORM with the newly awarded consultant staff.

8.15 The incumbent consultant of Contract No. C037708 shall provide an overview of required field support and coordination – (i.e., technical support for equipment malfunctions in the field and at INFORM) to the newly awarded consultant.
8.16 The incumbent consultant of Contract No. C037708 shall return all NYSDOT issued property (including, but not limited to, any data or information relative to the work performed under the contract). All equipment (i.e., computers, data storage devices, etc.) shall have all evidence of data/information destroyed/removed and/or erased – as determined by NYSDOT.

4.6 Organization and Staffing

The qualifications and prior experience of the Proposer are of great importance to NYSDOT. The Consultant will create an organization chart that describes reporting relationships of all key personnel identified in this section. The Consultant will be responsible for providing the following key personnel:

- Project Director/Operations Supervisor
- Special Project Coordinator
- TMC System Administrator
- ATIS System Support Engineer
- ITS Maintenance Contract Inspector
- Shift Supervisor/System Operator III

See Attachment #15 for the job title descriptions and qualifications.

4.5 Deliverables

All task-specific deliverables are defined above. All records/reports must be in Work, Excel, Adobe® PDF or another format acceptable to 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 request to review records pertaining to this contract at the selected Consultant’s offices, NYSDOT shall be given access to those files upon reasonable notice.

The Consultant must maintain all records at a location accessible by NYSDOT staff and in an electronic format acceptable to NYSDOT. Per the contract, all information/records produced under this project are the property of NYSDOT. Should the work between NYSDOT and the selected Consultant be terminated, all information/records shall be turned over to NYSDOT or its designated recipient immediately upon request.
5. PROPOSAL FORMAT AND CONTENTS

For the purpose of this evaluation, each Proposal must be submitted in two (2) parts, bound separately in 3-ring binders, with tabbed sections. Part I shall consist of the Technical and Management submittal. Part II shall consist of the Cost and Administrative 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.

**NOTE:** NYSDOT will protect confidential and proprietary information from disclosure to the extent permitted by the Freedom of Information Law (“FOIL”), Article 6 of the Public Officers Law. If an offerer believes information included in their Proposal is confidential and proprietary, they should identify those page(s) of their Proposal which contain such information as “confidential and proprietary”. Additionally, offerers need to explain the reason(s) why this information should be considered exempt from public disclosure under FOIL. 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 the Part II submittal.

5.1 Part I: Technical and Management Submittal/Proposal

Part I shall include the following sections:

5.1.1 Cover Letter, and Title Page, including:

Name, address and phone number of the Proposer, and 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.

5.1.2 A Table of Contents

All sections separated by labeled tabs, and every page shall be sequentially numbered from 1 – “last”.

5.1.3 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.

5.1.4 Approach, Scope of Services, and Schedule

Describe the approach for implementing the Scope of Services as outlined in Section 4 of this RFP. The approach should be based on the scope of services on these tasks. Describe the approach for managing and delivering the contracts 12.23% DBE goal, including the Commercially Useful Function (CUF) the DBE firm(s) would be providing.

Describe, in detail, the plan for accomplishing the following:

a. Providing managerial/administrative support to coordinate the overall effort to provide the required services outlined in Tasks 1 through 8 in Section 4, in an effect and cost-efficient manner. The response shall be a detailed description itemized by task number.

   If subconsultants are proposed, describe the need, indicate the arrangements, and detail how coordination will be achieved between parties.

b. Recruitment/retention, (cross) training, and scheduling (assigning and substituting system operators, dispatchers and field technicians to ensure adequate system coverage), should be included in this discussion; as well as how staff will be assigned to the various shifts (i.e., what provisions will be made for coverage during vacations, illnesses and absences); and the specifics actions to minimize personnel turnover.

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

NOTE: The proposer may suggest alternative tasks which could improve the ability of the project to meet its objectives. NYSDOT wants to allow maximum flexibility for the inclusion and consideration of ideas, initiative and creativity of the proposer. Alternative tasks and suggestions are encouraged and will be reviewed with interest within the framework of the stated objectives and scope of services for the project. Deviations which meet the RFP’s goals and objectives, and which address all Consultant personnel items specified in this RFP shall be evaluated. The proposer must fully explain and justify the approach. The proposer shall also, include a schedule for completion of the project tasks showing the duration of each task and all major milestones, and include a
list of technical assumptions. If a proposer grossly departs from the scope of services in this RFP, without justification and merit, it may be found non-responsive. If a proposer finds the general scope of services requires clarification, they must ask for clarification during the Q&A period which is held prior to the submission due date.

5.1.5 Experience

The qualifications and prior experience of the proposer are very important to NYSDOT. Demonstrated, successful experience in managing and coordinating multiple, interdisciplinary contracts/projects in Transportation Management Centers are preferable. The proposing firm should demonstrate their experience with traffic management, system administration and public relations/communications skills. Technical writing, record keeping, inventory, writing and revising/maintenance of operation manuals, and equipment/supplies record keeping experience are preferred. Of particular interest are successful experiences in managing Transportation Management Centers of similar size, coverage area and scope. Offerers should focus on these experiences when presenting their relevant experiences.

The Technical and Management Submittal should detail the relevant experience of the firms (both prime and sub-consultants) and the Key Personnel to be assigned to this effort in the following areas:

a. Managing and coordinating complex projects comprised of diverse tasks
b. Computer-assisted control of traffic. Should reference experience in day-to-day traffic system operation, including administration and direction; technical assistance in resolving problems involving system software and/or field hardware; and the inspection of traffic control devices and maintenance of an/or repair of traffic control devices.
c. Coordinating the management of traffic with other entities – emergency responders, law enforcement, TRANSCOM, and other NYSDOT Regions/TMCs and the media.
d. The writing and revision of technical manuals, and equipment/supplies record keeping and inventory.
e. Managing Transportation Management Center Operations Contracts. Should include a listing of Transportation Management Centers for which the proposing firm has been the prime operational consultant for any or all of the past five (5) years. A listing of transportation management centers and relevant work experience and titles of staff should be included. Proposing firms should include experience reacting to day-to-day routine situations as well as experience in reacting to emergency situations (weather or otherwise).
f. Quality of experience of the firm in providing training to all consultant Transportation Systems Management Operations staff.
g. Submission should also describe experience in providing human resources, managerial and administrative support to off-site, 24/7/365 operations personnel. Including depth of firm’s ability to provide “in-house” operational
and technical support services to Operations Manager and System Engineer/Administrators.

Relevant experience of all firm team members and Key Personnel is to be presented in a narrative format. In addition to this narrative, provide a listing of each consultant team member’s (firm level, not staff level) prior or current projects (within the last five (5) years) which are relevant to this effort. Provide a brief summary of the firm’s function under each of the projects. Indicate Key Personnel who have worked on these projects and will be assigned to this effort, and identify their area(s) of expertise. Include names, addresses, email addresses, and telephone numbers of contacts with listed clients.

Individual resumes for all Key Personnel are required. Resumes are to address the General Function, Organization Relationships, and Desired Qualifications as described in Attachment 15: Contract Job Title Descriptions and Qualifications. Experience in TMC operations and support should be emphasized in the resume.

**Individual resumes are not to exceed 3 pages in length using letterhead size paper and font size of no less than 12.**

Direct, prior experience in TMC operations is highly desirable. Provide a list of projects currently in progress and those completed within the last five (5) years which are relevant to this effort. In addition to the key personnel resumes as stated above, the proposer shall provide for each key personnel a completed Attachment 14: Consultant Key Personnel Resume and Reference Form. Indicate proposed key personnel who are, or have worked, on such projects. Include names, addresses, email addresses, and phone numbers of contact points with the listed clients.

NYSDOT reserves the right to request information from any source so named as well as seeking additional references should ones offered fail to verify attested experience. Previous, comparable work experience with NYSDOT is eligible.

The Key Personnel (as identified in Attachment 14: Consultant Key Personnel Resume and Reference Form) proposed by the awarded Consultant are an important factor in the evaluation of its proposal. Thus, the Department expects that the personnel proposed shall be available at the start of the contract term. As a result, any personnel proposed by the awarded Consultant that do not perform the required work under the Contract for the initial 30 calendar days after the effective date of the Notice to Proceed will, at NYSDOT’s discretion, result in a $10,000 charge per personnel title as Liquidated Damages.

In addition, if at any time during the term of the contract a member of the Consultant’s Key Personnel requires a replacement, the Consultant shall have 30 calendar days to submit a substantially qualified Candidate (same level of
experience and expertise) to NYSDOT for approval. In the event the Consultant is unable to provide a qualified Candidate within 30 calendar days, and NYSDOT must use in-house NYSDOT staffing, or NYSDOT must hire a separate consultant to provide the personnel, NYSDOT will, at its discretion:

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

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

**The ten (10) Contract Job Titles to be included in this agreement are:**

1. **Project Director/Operation Supervisor (KEY)**
2. **Special Project Coordinator (KEY)**
3. **TMC System Administrator (KEY)**
4. **ATIS System Support Engineer (KEY)**
5. **ITS Maintenance Contract Inspector (KEY)**
6. **Shift Supervisor/System Operator III (KEY)**
7. **System Operator II**
8. **System Operator I**
9. **System Operator I Trainee**
10. **Account Manager**

   a. * Duties may also be performed by the Project Director/Operations Supervisor

The **Contract Job Titles that are considered KEY Personnel have been identified as such in the list above.**

**NOTE:** NYSDOT reservices the right to contact any and all references provided by the Proposing firm as well as any firms cited in the experience section of a proposal but not offered as a reference. Experience attestation may be confirmed in various ways (email, phone, etc.) using contact information provided in the proposal and/or as deemed necessary and appropriate by the Department of Transportation. NYSDOT experience may be considered whether offered or not.

**5.1.6 Organization and Staffing**

Describe the organization of the proposing firm/team and proposed staffing plan to enable operating and managing the **INFORM.** It must be understood that consultant staff at the TMC is to be self-sufficient and capable of dealing with various situations/scenarios.
Provide an organizational chart for the project showing the names of Key Personnel that will be working on this effort and responsible for the scope of services functions/tasks. Job titles shall correspond to the Contract Job Titles shown in Section 5.1.5 Experience. Include an estimate of total effort hours contributed by all proposed consultant staff (including all key personnel) to each task and an estimate of total effort hours for each task – to do this, complete and submit Attachment 18 Labor Table/Level of Effort Tables. **NOTE: The level of effort hours in Attachment 18 Level of Effort Tables must match the level of effort hours in Attachment 17 – Cost Proposal.**

Provide the proposed management plan to ensure effective and efficient delivery of services while meeting the project objectives. Include an estimate of total effort hours contributed by each task and an estimate of total effort hours for each task. If subconsultants are to be used, explain the specific need for the expertise and describe the arrangements. The Consultant’s Project Director shall serve as the primary contact with the NYSDOT Project Manager. The Consultant’s Project Director/Operation Supervisor is responsible for the performance of all Key Personnel, production staff and support staff assigned to this Agreement by the Consultant, as well as contractual matters on the Consultant’s side. Describe the level and type of interaction with NYSDOT.

**NOTE:** Offerers should be aware that as vacancies occur, NYSDOT may require the hiring of at least one trainee for a period of 24 months within the first two (2) years of the contract.

### 5.1.8 Transition

Describe all actions and processes required, if awarded the contract, that the Consultant will undertake to progress a smooth transition as both the outgoing and incoming firm as designated consultant and as firm transitioning out. Be specific using tasks as listed under section 5.1.4, Task 8 above.

### 5.2 Part II: Cost and Administrative Submittal/Proposal

#### 5.2.1 Part II: Cost and Administrative Submittal/Proposal shall include the following sections:

- A Cost Proposal which shall set forth the pricing offer (total budget of labor, overhead fee/profit and DNSC) to perform the work in the Scope of Services during the contract’s base term period (3 years); and
- An Administrative Section, which shall specify the proposer’s acceptance of the terms and conditions contained in the draft Contract enclosed as Attachment 1 to this RFP, as well as several other administrative items.
NOTE: All proposals shall be based on 24 hours a day, 7 days a week, 365 days a year operation of the INFORM System. NYSDOT reserves the option to reduce the number of hours of operation of the INFORM System.

5.2.2 Cost Proposal Section:

NYSDOT requires that all cost information be presented using the RFP-provided Microsoft Excel spreadsheets (See Attachment 17 Cost Proposal Workbook) in both a hard copy included in Part II: Cost and Administrative Submittal/Proposal and an electronic copy on Thumbdrive.

Proposed staff shall be assigned to one of the ten (10) contract job titles previously mentioned, provided below and repeated in Attachment 15 – Contract Job Title Descriptions and Qualifications. The proposer shall only use the specified Contract Job Titles provided below in preparing its Cost Proposal:

**INFORM Contract Job Titles**

1. Project Director/Operations Supervisor (KEY)
2. Special Project Coordinator (KEY)
3. TMC System Administrator (KEY)
4. ATIS System Support Engineer (KEY)
5. ITS Maintenance Contractor Inspector (KEY)
6. Shift Supervisor/System Operator III (KEY)
7. System Operator II
8. System Operator I
9. System Operator I Trainee
10. Account Manager
   a. * Duties may also be performed by the Project Director/Operations Supervisor

Each Cost Proposal must contain a labeled Cost Proposal Spreadsheet which includes the following worksheets: Salary Schedule, Staffing Schedule, Estimate of Direct Non-Salary Costs, and Summary of Costs. Each worksheet within the spreadsheet shall include information for all firms on the proposed team (prime and each subconsultant). Attachment 16: Cost Proposal Spreadsheet Instructions includes directions for completion of the Cost Proposal spreadsheet and all of the included worksheets.

The proposing firm’s cost will be determined as a result of the entries (made by the proposing prime firm) in the above referenced Cost Proposal Spreadsheets/worksheets. Firms must enter their information on these sheets as instructed in both Attachment 16: Cost Proposal Spreadsheet Instructions and Attachment 17: Cost Proposal Spreadsheet.

5.2.2.1 Guidelines for Direct Salaries
• The State will only pay an overtime premium for the following Contract Job Titles: ITS Maintenance Contractor Inspector, Shift Supervisor/System Operator III, System Operator II, System Operator I, and System Operator I Trainee. The overtime premium will be 50% of direct labor portion only, and only paid after the employee has worked more than forty (40) hours during the calendar week at INFORM Transportation Management Center. Holiday and other paid time off cannot be counted towards the forty (40) hours minimum.

• The State will only pay the straight time rates for all Category “B” designated Consultant Personnel, for all overtime hours regardless of hours worked. Management, or Category “A” designated Consultant Personnel will not be paid any overtime wages regardless of the number of hours worked.

Overtime is reimbursable by the categories below, and only if the firm has a policy to pay overtime compensation
a. Category A – No overtime compensation
b. Category B – Overtime compensation at straight time rate
c. Category C – Overtime compensation at straight time rate x 1.5

• If the contract is extended for the optional extension years, the contractor’s out-year labor rates are subject to the following rate adjustment rule: the Producer Price Index (PPI); as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 1.5% whichever is lower, subject to current market conditions. The rate adjustment will be effective on January 1st and calculated using the previous September Index, using Series ID PCU5413—5413—(Architectural, Engineering, and related services). http://data.bls.gov/timeseries/PCU5413—5413—?data_tool=XGtable. NYSDOT reserves the right to request zero percent rate increases during the term of the contract with a firm under contract.

5.2.2.2 Guidelines for Direct Non-Salary Expenses

• Any costs associated (including labor, travel, meals and lodging) with general continuing education, certification classes, or educational and professional activities are not reimbursable or chargeable to the project.
• All estimates of direct non-salary expenses in the agreed-upon contract are subject to reasonable reimbursement by NYSDOT; in accordance with NYS Procurement Guidelines, review and prior approval by NYSDOT.
• Travel, meals, and lodging reimbursements shall be limited to the prevailing maximum rates established by the State Comptroller. The latest state and nationwide rates are available at the following Website: http://gsa.gov
• For Cost Proposal purposes, several direct non-salary costs associated with this project cannot be estimated at this time. Therefore, NYSDOT is directing proposing firms to only make entries to the Direct Non-Salary Cost worksheets as directed. For more information, refer to Attachment 16: Cost Proposal Spreadsheet Instructions and the DNC Cost tab within Attachment 17: Cost Proposal Spreadsheet.
5.2.2.3 Guidelines for Overhead Rates

- Overhead rates will be fixed during the term of the contract (base years). Changes to overhead rates may be negotiated for the extension years.
- During the negotiations phase of the procurement process (of the original award for each year of the contract’s term and any optional supplemental agreement), the selected Prime offerer will be responsible for providing NYSDOT with certified salary rosters for all persons (prime and subconsultants) being offered to provide services under the resulting contract. The rosters will include the names of proposed staff, their employer, their respective Contract Job Title and hourly labor rate at the time the roster is submitted. Each roster will be certified by an officer (CFO) of the firm, prime or subconsultant, as being accurate.

5.2.3 Administrative Section

All signatures on each copy must be an original.

5.2.3.1 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 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 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.

5.2.3.2 Acceptance of Agreement Terms and Conditions

Proposers shall complete and submit Attachment 2: Consultant Information and Certification Forms, to indicate their acceptance of all terms and conditions contained in Attachment 1: Draft Contract. Attachment 2: Consultant Information and Certification Forms also requires the signature of an official authorized to bind the Proposer to all provisions, a statement certifying that the Proposal shall remain valid for at least 365 days, a statement that the firm accepts the RFP’s Scope of Services “as-is”, and a statement that, if awarded the contract, the Proposer will comply with all the requirements of the RFP, including all attachments. Altering this form without the prior expressed written approval of NYSDOT 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.
5.2.3.3 DBE Participation

1. Complete and submit Attachment 8: DBE Participation Information. Provide the legal names of all certified DBE consultants (prime and/or subconsultant)
2. For firms whose DBE participation is less than the established goal stated in section 2 (or where prime consultants certified as a DBE proposed to meet the Department’s DBE participation goal via their meaningful participation), the firm must also complete and submit Attachment 8a: DBE Subconsultant Participation Solicitation Log. Submission of a Goal Attainment Letter shall be required for Proposals with either partial or no goal attainment.

5.2.3.4 Modification Acknowledgement Form
The Proposal shall include a completed Attachment 3: Form AOR, Acknowledgement of Receipt, indicating receipt of any Modifications issued by the Department.

5.2.3.5 Procurement Lobbying Law
Filing the two required forms is mandatory for all consultants to be considered for contract award. These forms are:
- Offeror’s Affirmation of Understanding of an Agreement pursuant to State Finance Law §139-j(3) and §139-j(g)(b)
- Offeror Disclosure of Prior Non-Responsibility Determinations

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

Per the Procurement Lobbying Law of 2005, any person who wishes to contact NYSDOT regarding this procurement during the restricted period (i.e., from advertising through designation), may only contact the person(s) noted in Section 1.4 of this RFP.

For additional information, refer to Attachment 5: Procurement Lobbying Law Compliance.

5.2.3.6 Proposers must complete and submit Attachment 6: Non-Collusive Bidding Certification.

5.2.3.7 Proposers must complete and submit Attachment 7: Vendor Assurance of No Conflict of Interest and Detrimental Effect
5.2.3.8 Consultant Identification Number (CIN)

All respondents to this solicitation must reference their Consultant Identification Number (CIN) in their Part II proposal (reference and complete Attachment 2).

- **If a proposing firm does not have a CIN** and it is selected for contract award, the firm will be required to obtain one through the following NYSDOT Web site prior to negotiation of the contract: “How to Register a New Consultant Firm with NYSDOT” at:
  
6. CRITERIA FOR EVALUATION OF PROPOSALS

6.1 General

Proposals shall be pre-screened to determine if they meet the minimum RFP responsiveness (Refer to Section 1.3). Those who do not shall be deemed non-responsive and shall be removed from further consideration.

Proposals shall then be evaluated by the Department using a Best Value Method evaluation process based on the technical cost criteria described below. Technical considerations are of greater importance than pricing considerations; however, price is a significant factor in the Department’s evaluation of Proposals. Technical Proposals will be scored based on the information provided under Section 5.1 in accordance with the pre-established criteria listed in Section 6.3. The cost portion of Section 5.2 will be point scored in accordance with the pre-established criteria listed in Section 6.4.

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

Proposers responding to this RFP may be requested to clarify issues or to provide additional insights into their Proposal through written clarification and/or technical interviews. If written clarifications are required to complete the technical evaluation of Proposals, evaluators will be allowed to revise their technical scores based on this additional information. Furthermore, the Department reserves the right to ask clarifying questions regarding each cost Proposals, DBE participation as well.

An award shall be made to the Proposer with the highest total score after considering all technical and cost evaluation factors. Should the Department opt to request best and final offers, it reserves the right to re-score technical and cost Proposals. Further, the Department reserves the right to re-score technical and cost Proposals should a firm withdraw from this solicitation or be deemed non-responsive after initial evaluation and scoring.

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

The Department will conduct a pre-screening of each Proposal to ensure all contents have been submitted in accordance with the minimum Proposal responsiveness requirements as specified in the RFP. RFP specifications include that it is the Department’s sole discretionary determination as to whether a Proposal is complete (Refer to “Minimum RFP Responsiveness” Section 1.3). Proposals which do not meet the specifications in the Minimum RFP Responsiveness section will be deemed non-responsive by the Department and will not be considered further.

As part of the pre-screening process, the proposed DBE participation percentages offered for NYSUCP certified prime consultants and/or NYSUCP certified subconsultants will be reviewed (Attachment 8 DBE Participation Information). To count towards the Department’s DBE participation goal, each firm must be currently listed in the NYSUCP Directory. If the proposed DBE participation is less than the established 12.23 percent goal (or where a prime consultant’s certification as a DBE proposes to meet the Department’s DBE participation goal via their meaningful participation) the firm’s evidence of Good Faith Effort (Attachment 8a: DBE Subconsultant Participation Solicitation Log) to achieve the goal will be reviewed, along with the firm’s letter of explanation (Goal Attainment Letter) as to why it was unable to meet the goal. During the review process, which will include verification of a firm’s Good Faith Effort evidence, if it is determined by the Department that the firm did not provide an acceptable Good Faith Effort, then the Proposal will be deemed non-responsive and will be removed from further consideration.

6.3 Technical and Management

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

A Proposal to be deemed technically acceptable and susceptible to contract award must receive an average weighted technical evaluation committee score of 49 points out of a total possible 70 points.

The proposer shall provide a detailed response that describes how they will meet each requirement in Section 4 of the RFP.

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

The proposal with the highest final weighted technical score will receive a perfected score of 70 points. Other technically acceptable proposals will have their score perfected as well and will receive a proportionately lower final technical score.
The major evaluation criteria are listed in descending order of importance. Sub-criteria within major evaluation factors are also in descending order of importance.

1. Experience of Firm and Personnel (up to 45 points)
   a. Overall quality, extent and relevance of experience of the firm and Key Personnel during the past five (5) years managing Transportation Management Centers – including experience in day-to-day operations and emergency situations. (up to 15 points)
      i. Experience of the Firm (up to 5 points)
      ii. Experience of the Key Personnel (up to 10 points)
   b. Quality, extent and relevance of experience of the firm and Key Personnel related to managing and coordinating complex projects comprised of diverse tasks. (up to 10 points)
      i. Experience of the Firm (up to 4 points)
      ii. Experience of the Key Personnel (up to 6 points)
   c. Quality, extent and relevance of experience operating computer-assisted traffic management systems including administration and direction; technical assistance in resolving problems with system software and field hardware; and field inspection to traffic control devices and maintenance of and/or repair of traffic control devices. (up to 10 points)
      i. Experience of the Firm (up to 4 points)
      ii. Experience of the Key Personnel (up to 6 points)
   d. Quality, extent and relevance of experience of the Key Personnel in coordinating the management of traffic with other entities and the media. (up to 5 points)
   e. Quality, extent and relevance of experience of the Key Personnel writing and revising technical manuals, equipment/supplies record keeping and inventory. (up to 5 points)

2. Approach and Scope of Services (up to 15 points)
   NOTE: A firm shall be evaluated based upon the offered tasks/work proposed in the Consultant’s scope of services and as was requested in this RFP. Additional services or value-added work shall not be evaluated; however, any non-scope optional work items may be discussed with the selected consultant after contract execution.
   a. Degree to which the proposing firm’s proposed approach for implementing the scope of services, reflects an understanding of the project scope, objectives and managerial/administrative support needed to ensure the effective, cost-effective and uninterrupted operation of the INFORM system. (up to 10 points)
   b. Quality and reasonableness of plan for recruiting and training operators, dispatchers and field technicians; quality and reasonableness of plan to determine/implement shift assignments to ensure adequate system coverage; quality and reasonableness of plan to provide coverage during vacations, illnesses and absences and limit personnel turnover. (up to 3 points)
c. Degree to which the proposing firm’s ability to coordinate activities (routine and non-routine) within the INFORM and with outside entities is reasonable, appropriate and time sensitive; quality and reasonableness of approach to engaging other entities in regard to gathering and disseminating information. (up to 2 points)

3. Organization and Staffing (10 points)
   a. Reasonableness of organization’s structure as it relates to carrying out tasks required by the contract, including the proposed plan for the use and coordination of subconsultants, if any. (up to 5 points)
   b. Reasonableness of staff/task allocations and level of effort. Take into consideration, the reasonableness of the hours/task coverage, by Contract Job Title as proposed in Attachment 18: Level of Effort Tables. (up to 5 points)

6.4 Written Technical Proposal Clarifications
The Department reserves the right to seek written clarifications from firms submitting Proposals to assure a full understanding of their responsiveness to the technical requirements. A Proposer may be required to provide written clarifications at any time during the Proposal evaluation process. Evaluators will be allowed to revise their technical Proposal scores based on receipt and consideration of this additional clarifying information and follow-up TEC discussions. Reasons for any score changes shall be documented.

6.5 Cost
The cost portion of the cost and administrative Proposal will be point scored and will represent 30% of the total score for a Proposal up to 30 points. The calculation of a cost score will be based upon the Total Estimated Cost for the three (3) year base term as presented on Attachment 17: Cost Proposal Spreadsheet, Schedule B2, Exhibit 5, Page 1, as determined by the following method:

1. The lowest cost Proposal will be perfected to receive the full amount of points.
2. Proposals with higher cost Proposal will receive proportionally lower cost Proposal scores.
3. This point total will be calculated by dividing the lowest proposed price by the total price of each Proposal, multiplied by the maximum weight for the cost Proposal (30%).
4. Cost scoring results shall be used to determine which Proposals are to be shortlisted/which firms are susceptible to contract award (best value determination). A final cost score shall be calculated once all cost Proposal evaluation has been completed.

Only Cost Proposals from that have been deemed technically acceptable and susceptible to contract award per section 6.3 of this RFP will be evaluated and scored.
6.6 Proposal Shortlisting

The short-listing rule for this solicitation shall be: Any Proposal that achieves a weighted technical Proposal score of 49 or greater out of the total possible 70 points after group discussions. Proposal receiving less than 49 points will be eliminated and shall not be included in the remaining best value evaluation process steps (not included in the subsequent Proposal scoring process). Such a firm’s Proposal shall be classified as “Did Not Finish” in the procurement record.

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

The Department reserves the right to request Best and Final Offers from firms which make the shortlist. Any Best and Final Offer request may ask additional further clarifying technical and/or cost Proposal questions of Proposers to further clarify their submitted Proposals. The Department also may request a cost only BAFO. Should the Department opt to request BAFOs, all shortlisted Proposers will receive a BAFO request. Responding Proposers will be allowed to submit a Best and Final Offer (technical and/or cost); Proposers may opt not to submit a BAFO. TEC members will be allowed to revise the technical scores for the written technical Proposal based on considerations of any new or changed technical Proposal information contained in any Best and Final Offer (TEC members will re-sign and date the score sheets). If changes to a Proposer’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 Designated Representative shall make the necessary, appropriate adjustments to that Proposer’s cost Proposal evaluation.

Should any firm withdraw their Proposal after a possible BAFO request, the Department will remove that Proposal’s technical and cost information from the Best Value evaluation documentation and shall recalculate the remaining field’s technical and cost scores (without the withdrawn Proposer’s information).

6.8 Final Best Value Evaluation

After evaluation of all technical information submitted by competing Proposers (i.e., initial written technical Proposals, written clarifications, and possible Best and Final Offers), the Department will perfect (curve) the weighted written technical Proposal scores so that the highest weighted written technical Proposal score will be assigned a perfect score of 70 points with the other lower weighted written technical Proposal scores adjusted proportionately downward. Perfect cost scoring results (up to 30 points) will be added to the perfected technical Proposal score to generate a tentative final best value score by Proposer. Proposers 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 lie within 2 points of each other, then State Finance Law Section §163(10)(a) shall be used to settle any ties.

Once all possible score ties have cleared, the Department will determine the Final Best Value Score, where after the Proposal with the highest Final Best Value score shall be recommended to the Department’s Executive Management for contract award.

### 6.9 Consultant Selection Recommendation & Tentative Contract Award

A consultant selection and designation memo shall be prepared and forwarded to the applicable Department’s Executive Manager(s) with an accompanying evaluation process results report. The memo shall recommend selection of the top-ranked Best Value Consultant for tentative contract award. The Executive Manager(s) will be asked to concur with the final conclusion of the Proposal evaluation process and designate the Best Value consultant based upon the above results.

Should negotiations with the Best Value Consultant fail to produce an agreed upon contract(s), then the Department’s Executive Management will designate the tentative contract award to the next highest ranked Best Value Consultant. The Department will then enter into negotiations with the second-ranked Best Value Consultant. This process may repeat itself until acceptable contracts are consummated.

At the conclusion of the evaluation process, an announcement of the Department’s designation(s) will be posted on the Department website. All non-designated firms shall be notified in writing regarding the results from the solicitation, and will be offered an opportunity to hold a debriefing. Debriefing request should be made to the Department’s Designated Contact within 5 calendar days of the designation notice. Further, it is expressly understood that this Request for Proposals does not commit the Department to award a contract, pay any costs incurred in the preparation of a Proposal to this request, or to procure or contract any services or supplies. Further, the Department shall have no obligation or liability whatsoever to the Consultant selected as a result of this solicitation unless and until a contract satisfactory to the Department is approved and executed by the Consultant and all necessary State officials.
7.0 ADMINISTRATIVE SPECIFICATIONS

7.1 Proposal Submission

The Proposal shall be signed by an official authorized to bind the Proposer.

Proposers shall submit one (1) original plus 6 copies of Part I – Technical and Management Submission/Proposal and one original (1) plus four (4) copies of Part II – Cost and Administrative Submission/Proposal. One (1) electronic copy of Part I – Technical and Management Submission/Proposal and one (1) electronic copy of Part II Cost and Administrative Submission/Proposal on a single thumbdrive.

All Proposals must be received by the Department by Noon on April 5, 2018. The Proposal must be address to:

Patricia Kappeller
NYS Department of Transportation
Contract Management Bureau
50 Wolf Rd, 6th Floor
Albany, NY 12232
Attn: #C037708, Operation of INFORM Traffic Management System for NYSDOT

7.2 State’s Rights

All Proposals, upon submission to the Department, shall become its property for use as deemed appropriate. By submitting a Proposal, the Proposer 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. The Department assets the following prerogatives with regard to Proposals submitted:

a. Reject any or all Proposals received in response to this RFP;
b. Withdraw the RFP at any time, at the Department’s sole discretion;
c. Make an award under the RFP in whole or in part;
d. Disqualify any bidder whose conduct and/or Proposal fails to conform to the requirements of the RFP;
e. Seek clarifications and revisions of Proposals;
f. Use Proposal information obtained through site visits, management interviews and the State’s investigation of a Proposer’s qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the agency’s request for clarifying information in the course of evaluation and/or selection under the RFP;
g. Prior to the Proposal due date, amend the RFP specifications to correct errors or
oversights, or to supply additional information, as it becomes available;
h. Prior to the Proposal due date, direct Proposers to submit Proposal modifications
addressing subsequent RFP amendments;
i. Change any of the scheduled dates;
j. Eliminate any mandatory, non-material specifications that cannot be complied with
by all prospective Proposers;
k. Waive any requirements that are not material;
l. Negotiate with the successful Proposer within the scope of the RFP in the best
interests of the State;
m. Conduct contract negotiations with the next responsible Proposer, should the
Department be unsuccessful in negotiating with the selected Proposer;
n. Utilize any and all ideas submitted in the Proposals received;
o. Require clarification at any time during the procurement process and/or require
correction of arithmetic or other apparent errors for the purpose of assuring a full and
complete understanding of a Proposer’s Proposal and/or to determine a Proposal’s
compliance with the requirements of solicitation.
p. Any contract entered into pursuant to an award of this solicitation shall contain a
provision which grants to 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 requirement of this solicitation only.

7.3 Consultant Responsibility when Proposing Former NYSDOT Employees

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

The following procedure applies if either of the following criteria is met:
a. It is two (2) years or less between the date that the individual is proposed and the
individual’s date of separation from the Department.
b. The individual proposed has worked on the project while employed at the Department
regardless of how long ago they left the Department.

Procedure
a. Before the Consultant proposes an individual, the individual must obtain an opinion
from the New York State Joint Commission on Public Ethics (http://jcope.ny.gov)
that approves their participation on the project as they are proposed.
b. A copy of this opinion must be on file in the Consultant’s office and available for
review by the Department if requested.
c. 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 fixed for the duration of the agreement unless changed by an executed supplemental agreement. The Consultant shall designate a Billing Representative who will be responsible for resolving any invoicing issues during the term of the Contract.

The project shall be a **specific hourly rate** combined with a **cost plus fixed fee reimbursement methodology**.

Request for progress and final payments shall be made by the Consultant on standard payment request forms (FIN 421). Use proper procedure for billing each deliverable: Submit a draft billing to the Department’s Project Manager via the following sample electronic billing: [https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions](https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions). The sample spreadsheet contains the proper, required billing forms, as well as a sample billing. The Department’s Project Manager will respond via email 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 form.

7.5 Information for the Selected Consultant

7.5.1 **Vendor Responsibility** – In accordance with the NYS Finance Law, the Department will only make contract award to vendors that are determined to be responsive and responsible. All selected firms 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) and include certification of the questionnaire with the Cost and Administrative Submittal. Proposers must certify the accuracy of the information they provide in the questionnaire. In addition, any subconsultant/subcontractor providing services valued at $100,000 or more is required to submit a Vendor Responsibility Questionnaire through the Office of the State Comptroller and include certification of the questionnaire in the Cost and Administrative Submittal.

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


Questions regarding the CSSWeb application and firm registration should be directed to the CSSWeb Administrator by email at css@dot.ny.gov

7.5.3 Registration with Statewide Financial System (SFS)

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

7.5.4 Consultant Employment Disclosure Requirements of this Project

Go to the Office of the State Comptroller’s Web site (http://www.osc.state.ny.us/procurement/consultantdisclosure.doc) to become familiar with Consultant Employment Disclosure requirements, which went into effect June 19, 2006. The Consultant selected for this solicitation shall be required to complete “State Consultant Services – Contractor’s Planned Employment” (Form A, Attachment 4) and submit when the contract is signed. On or before May 15th of each year the Contract is in effect the Consultant shall complete and submit copies of the “State Consultant Services Contractor’s Annual Employment Report” (Form B, Attachment 4) to the NYS Office of the State Comptroller, Department of Civil Service, and Department of Transportation.
7.5.5 **Insurance Requirements of this Project**

Please carefully read the terms and conditions of the Draft Contract appended as **Attachment 1** of this RFP. The selected Consultant will be required to obtain and maintain the types and amounts of coverages as contained in Article 12 of the Draft Contract.

7.5.6 **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-CA and ST-220-TD (Contractor Certifications) prior to negotiation of a contract with State agencies. You should make yourself familiar with these forms by visiting the following Websites:


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.

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

7.7 **Protest Procedure**

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

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release Date</td>
<td>February 15, 2018</td>
</tr>
<tr>
<td>Question Submittal Deadline</td>
<td>March 15, 2018</td>
</tr>
<tr>
<td>Proposal Due Date:</td>
<td>April 5, 2018</td>
</tr>
<tr>
<td>Recommendation &amp; Designation</td>
<td>Approximately Mid May 2018</td>
</tr>
<tr>
<td>Contract Finalization</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Contract Award, Notice to Proceed Date:</td>
<td>Approximately 4-6 weeks after completion of contract finalization</td>
</tr>
</tbody>
</table>
8. ATTACHMENTS
ATTACHMENT 1: DRAFT CONTRACT

ATTACHMENT 1

Draft Contract

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

F.A. NO.: ____________  P.I.N.: 0806.76

COMPTROLLER'S CONTRACT NO. C037708

PROJECT: OPERATION OF THE INFORM TRAFFIC MANAGEMENT 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
(thereinafter referred to as "CONSULTANT")

WITNESSETH:

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

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

ARTICLE 1. PERFORMANCE OF WORK.

Subject to the provision of ARTICLE 14 hereof, the CONSULTANT shall perform all of the work described in SCHEDULE A generally in accordance with the CONSULTANT'S PROPOSAL and cause such work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this CONTRACT. The CONSULTANT shall perform the work in accordance with professional standards and with the diligence and skill expected of a company with extensive experience in the performance of work of the type described in SCHEDULE A. The CONSULTANT shall furnish such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this AGREEMENT. It is understood
and agreed that _______________________ shall serve as the CONSULTANT's Project 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, Appendix C, and Appendix D, Exhibit A, Schedule A (including Exhibits), Schedule B (including Exhibits), the STATE’s Request for Proposals (RFP; dated _____) incorporated by reference, and the CONSULTANT’s Proposal (dated ____ ) 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 base term of the AGREEMENT shall be __ months from __________ to ______________. Additionally, this AGREEMENT may be extended for up to two (2) one-year periods based on need and performance as determined by the STATE and approved by the Office of the State Comptroller.

ARTICLE 5. MAXIMUM AMOUNT.

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

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 services provided under this agreement:

Item IA Actual Direct Technical Salaries rates of pay shown in SCHEDULE B (EXHIBIT __) for employees assigned to this PROJECT. The Specific Hourly rates are not subject to audit, however,
the number of hours charged is subject to audit. If the AGREEMENT is extended beyond _______ (end date in Article 4) ______, then all of the Specific Hourly Rates of pay shown in EXHIBIT ___ are eligible for rate adjustments. They may be adjusted annually by the lower of either the percent change for the Producer Price Index – Architectural, Engineering and Related Services (Series ID: PCU5413--5413--) for the most recent 12 month period as calculated by the U.S. Department of Labor - Bureau of Labor Statistics, or 2%, all subject to current market conditions. If at any time the above Index Series ID is discontinued or becomes unavailable, the STATE reserves the right to implement a comparable Index.

For the purpose of establishing maximum allowable hourly rates during the term of the AGREEMENT, the CONSULTANT shall submit a certified salary roster to the State’s Office of Contract Management of each calendar year of the AGREEMENT through the calendar year in which the final bill is accepted by the State’s Project Manager. The certified salary roster shall be submitted in a manner consistent with Consultant Instruction 03-01 or a subsequent revision of that Consultant Instruction.

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

Item IB – Premium portion of overtime in accordance with the terms of this AGREEMENT shall be charged under Item IB in SCHEDULE B (EXHIBIT __). Actual overtime premium portion of Direct Technical Salaries, are subject to audit.

Item II Actual Direct Non-Salary Costs incurred in fulfilling the terms of this AGREEMENT are subject to audit. Such costs may include, but are not necessarily limited to those shown in EXHIBIT __. All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the prevailing maximum rates established by the State Comptroller.

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

Item III – Overhead Allowance based on actual allowable expenses incurred during the term of this AGREEMENT are subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and State policy and guidelines. The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, estimated at the start of work to be ___% for ___________ (Prime Consultant) and ___% for _____________ (Subconsultant).

For the purpose of establishing the latest overhead billing percentage during the term of the agreement the CONSULTANT shall submit a CONR-385 to the Department’s Contract Management Bureau for each calendar year of the agreement through the calendar year in which the final bill is accepted by the State’s Project Manager. The CONR-385 shall be submitted in a methods consistent with Consultant Instruction 91-02 or any subsequent revision of that Consultant Instruction.

For the purpose of this AGREEMENT, an accounting period shall be the CONTRACTOR’s fiscal year. An audit of the accounting records of the CONTRACTOR shall be made by the State for each accounting period.

Item IV – Fixed Fee. A negotiated Fixed Fee shall equal $_______. It shall be paid in monthly installments over the aforementioned period.
This Fixed Fee is not subject to audit and is not subject to review or modification except as herein
stated unless there is a substantial change in the scope, complexity, or character of the work to be
performed.

Item V  The number of months of training provided under Special Provision 11 in Appendix C is
_______.

A Summary of the estimated costs under Items I, II, III, and IV is attached and listed as Exhibit
B.

ARTICLE 7.  CONTRACT PAYMENT.

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

ARTICLE 8.  PARTIAL PAYMENTS.

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

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

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

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

Accounts of the CONSULTANT shall clearly identify the costs of the work performed under this
AGREEMENT and shall be subject to periodic and final audit by the STATE and, on Federally aided
Projects, by the Federal Highway Administration. Such audit shall not be a condition of partial payment.
ARTICLE 9. FINAL PAYMENT.

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).

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.

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.

In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the STATE all assistance required by the STATE. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this AGREEMENT for the additional services above described, the STATE's directions shall be exercised by the issuance of a separate Agreement, if necessary.
ARTICLE 11. CONSULTANT LIABILITY.

To the fullest extent permitted by law, the Consultant shall indemnify and save harmless the State, 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, Subconsultant 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 required in the Article of this Contract entitle “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 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 satisfactory completion of all work under the contract, 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” 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 Partial Payments, Section §109-04 of the Standard Specifications, 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. **Special Protective and Highway Liability Policy.** The Consultant shall maintain, separate and apart from its umbrella policy, a policy issued to and covering the liability of the People of the State of New York, The State of New York, the Commissioner of
Transportation, all employees of the 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, against damages that the insureds may be held legally liable to pay for property damage, personal injuries, or death that is caused by any occurrence that takes place within any location where work is to be or is being performed by Consultant, including at the location of any of the work. This should be ISO form CG 00 14 12 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 per occurrence and at least $2,000,000 for each aggregate limit.

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. Professional Liability/ Errors and Omissions. (NOT APPLICABLE)

8. Railroad Protective Liability Insurance. (NOT APPLICABLE)

9. Marine Protection & Indemnity. (NOT APPLICABLE)
ARTICLE 13. INTERCHANGE OF DATA.

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

ARTICLE 14. DISPOSITION OF DATA.

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

ARTICLE 15. DAMAGES AND DELAYS.

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

ARTICLE 16. NOTICE OF BANKRUPTCY, VENUE, AUDITS.

If, prior to final audit, CONSULTANT files for relief pursuant to Title 11 of the United States Code under the Bankruptcy Laws or a successor statute, this contract shall be treated as an executory contract under 11 USC S365 of the Bankruptcy Laws or successor statute, and subject to assumption or rejection by the debtor within the time permitted by law.

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

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

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

ARTICLE 17. TERMINATION.

The STATE shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:
(a) If a termination is brought about for the convenience of the STATE and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the actual work performed by the CONSULTANT prior to termination including, but not limited to, the number of hours and other authorized costs audited in accordance with the terms of the AGREEMENT.

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

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

**ARTICLE 18. DEATH OR DISABILITY OF THE CONSULTANT.**

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

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

**ARTICLE 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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, 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; and
7. The CONSULTANT’s Proposal.

ARTICLE 25. CERTIFICATION REQUIRED BY 49CFR, PART 29.
The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS -

ARTICLE 26. CERTIFICATION FOR FEDERAL-AID CONTRACTS.

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

(a) 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.

(b) 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 27. 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 28. 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 29. 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 30. 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:
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 31. TITLE VI ASSURANCE.

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

(a) 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.

(b) 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.
(c) 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.

(d) 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.

(e) 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:

1. withholding of payments to the contractor under the contract until the contractor complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (a) through (f) 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 32. 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 May 15th of each year the contract is in effect. The CONSULTANT shall provide information regarding all employees providing service under this contract, whether employed by the CONSULTANT or any subconsultant or subcontractor. Form B will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1st to March 31st). Annual employment reports should be submitted to the following three agencies. It is recommended, however, that consultants check the agency websites annually to confirm the addresses.

By mail:
NYS Office of the State Comptroller
Bureau of Contracts
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.

The reporting period shall be on a quarterly basis (January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31). The reporting requirement shall begin on the effective date of the contract and continue for the duration of the contract term. Reports shall be submitted within 15 calendar days from the end of each reporting period. This provision is in effect for the quarterly reporting period ending December 31, 2017, or the quarterly reporting period that is immediately subsequent to the effective date of the contract, whichever date is later.

Detailed workforce utilization reports, as required above, shall be submitted in such form and in such manner as shall be required by the Department and as in accordance with Consultant Instruction 17-01.

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.

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.
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.

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.

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. C037708 has been executed by the STATE, acting by and through the Commissioner of Transportation, and the CONSULTANT, by signature below, has duly executed this Agreement effective the day and year first above written.

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

RECOMMENDED BY FOR THE PEOPLE OF THE STATE OF NEW YORK

________________________________ By__________________________________

CONTRACT MANAGEMENT DEPARTMENT OF TRANSPORTATION

DATE: ______________________ DATE: ______________________

Consultant Certifications: I certify that all the information with respect to the “Vendor Responsibility Questionnaire” submitted by (CONSULTANT FIRM NAME) on the ______ day of ____________, 201____ pursuant to the requirements set forth in 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.

In addition to the acceptance of this Agreement, 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

OPERATION OF INFORMA TRAFFIC MANAGEMENT SYSTEM FOR NYSDOT

APPROVALS

ATTORNEY GENERAL THOMAS P. DiNAPOLI

STATE COMPTROLLER

By ______________________ By ______________________

Date ______________________ Date ______________________
Acknowledgement for Contract #C037708

For contracts signed in New York State

State of New York )
County of ) ss.:

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

________________________________

NOTARY PUBLIC

My Commission Expires: ____________________________

For contracts signed outside New York State

State of )
County of ) ss.:

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

___________________________________

NOTARY PUBLIC

(Signature and office of individual taking acknowledgement.)

My Commission Expires: ____________________________
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessee, 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 of value 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 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. MACBRIE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women’s Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.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.

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
APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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

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

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

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

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

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
   (b.) cancellation, termination or suspension of the contract, in whole or in part.

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

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

REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, 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/pmafap). 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 ASSITANCE**

The Catalog of Federal Domestic Assistance (CFDA2), 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
- 20.509 Formula Grants for Other Than Urbanized Areas
- 20.600 State and Community Highway Safety
- 23.003 Appalachian Development Highway System
- 23.008 Appalachian Local Access Roads

**PROMPT PAYMENT MECHANISMS**

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.

1 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.

2 [www.cfda.gov](http://www.cfda.gov/)
(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.

(e) 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

Specific Equal Employment Opportunity Responsibilities

1. GENERAL (a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Federal Executive Order 11246, Federal Executive Order 11375, and NYS Executive Law 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

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 Consultant 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 ensure 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 ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(b) The CONSULTANT will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory practices.

(c) The CONSULTANT will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONSULTANT will promptly take corrective action. If the review indicated that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

(d) The CONSULTANT will promptly investigate all complaints of alleged discrimination made in connection with obligations under this agreement, will attempt to resolve such complaints, and will take appropriate corrective action within 15 days. All subsequent corrective actions or decisions will also be documented and forwarded to the NYS Department of Transportation Compliance Officer within 7 days after such action has taken place. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONSULTANT will inform every complainant of the results and all of their avenues of appeal should the complaint be denied.

7. TRAINING AND PROMOTION (a) The CONSULTANT will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

(b) Consistent with the CONSULTANT's work force requirements and as permissible under the Federal and State regulations, the CONSULTANT shall make full use of training programs; i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. In the event the Training Special Provision is provided under this contract, this subparagraph is superseded thereby.

c) The CONSULTANT will advise employees and applicants for employment of available training programs and entrance requirements for each.

(d) The CONSULTANT will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS If the CONSULTANT relies in whole or in part upon unions as a source of employees, the CONSULTANT will use their best effort to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and, to effect referrals by such unions of minority and female employees. The CONSULTANT will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights, advising such labor union or representative of the
CONSULTANT's compliance and with the non-discrimination clauses. Actions by the CONSULTANT, either directly or through a CONSULTANT’s association acting as agent, will include the procedures set forth below:

(a) The CONSULTANT will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

(b) The CONSULTANT will use their best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, disability or marital status.

(c) The CONSULTANT is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union, and such labor union refuses to furnish such information to the CONSULTANT. The CONSULTANT shall so certify to the STATE and shall set forth what efforts have been made to obtain such information. Further, if the CONSULTANT was directed to do so by the contracting agency as part of the bid or negotiations of this contract, the CONSULTANT shall request such labor union or representative to furnish him with a written statement that such labor union or representative accepts the non-discrimination clauses and will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the CONSULTANT shall promptly notify the State Division of Human Rights and set forth what efforts have been made to obtain such information.

(d) In the event the union is unable to provide the CONSULTANT with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the CONSULTANT will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, disability or marital status, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the CONSULTANT has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the CONSULTANT from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONSULTANT shall immediately notify the New York State Department of Transportation.

9. AFFIRMATIVE ACTION IN SUBCONTRACTING  (a) The CONSULTANT will not discriminate on the grounds of race, religion, sex, color, national origin, age, disability or marital status in the selection of subcontractors, including procurements and leases of equipment.

(b) If the CONSULTANT determines to use a subcontractor as part of this agreement, affirmative action shall be taken to increase the participation of minority business firms in that work. As part of that affirmative action, the CONSULTANT will identify and contact minority business firms and solicit proposals for the work to be subcontracted. The STATE will provide a list of names of minority business firms to the CONSULTANT. Another source that should be contacted for a list of minority business firms is the Governor's Office of Minority & Women's Business Development (GOMWBD).

(c) The CONSULTANT will document the affirmative action steps taken to comply with paragraph 9b. Such documentation will be provided at the time or submittal of a formal proposal to the State’s Contracts Bureau.

(d) By execution of this agreement, the CONSULTANT certifies that the affirmative action steps in 9a, 9b & 9c above were taken when soliciting proposals for the work in this agreement indicated to be subcontracted and that these steps will be taken should any work be subcontracted in the future.

(e) The CONSULTANT will insure binding subcontractor and vendor compliance with their EEO obligations. The CONSULTANT will take such actions in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation with a subcontractor or a vendor as a result of such direction by the contracting agency, the CONSULTANT shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

10. RECORDS AND REPORTS  (a) The CONSULTANT will keep such records as are necessary to determine compliance with the CONSULTANT’s equal employment opportunity obligations. The records kept by the CONSULTANT will be designed to indicate:
(1) The number of minority and non-minority group members and women employed in each work classification on the project, where required by the NYS D.O.T Compliance Officer.
(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to CONSULTANTS who rely in whole or in part on unions as a source of their work force).
(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
(5) Compliance with all other requirements in these provisions such as meetings, instructions, employment efforts, etc.

(b) The CONSULTANT will comply with Sections 291-299 of the Executive Law and Civil Rights Law and will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these provisions of non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after procedures are completed. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided for by law. These may include, but are not limited to:

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

11. TRAINING SPECIAL PROVISIONS  This Training Special Provision supersedes paragraph 7.b above and is in implementation of 23 CFR Subpart A, Section 230.111 & Executive Order 11246.

As part of the CONSULTANT's equal employment opportunity affirmative action program training shall be provided as follows:

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

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
APPENDIX D

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 requirements 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 regard 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,

Contracting State Agency Name: Transportation  
Agency Code: 17000  
Contract Number: C037708  
Contract Term to  
Contractor Name:  
Contractor Address:  
Description of Services Being Provided: Operation of the INFORM Traffic Management System for NYSDOT

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

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

Use additional pages if necessary)  
Page 94 of 139
ATTACHMENT 2: CONSULTANT INFORMATION AND CERTIFICATIONS

CONTRACT NUMBER: C037708
PROJECT TITLE: (Insert Contract Title)

I. CONSULTANT INFORMATION

FIRM NAME: ________________________________________________________________

ADDRESS: ________________________________________________________________

CITY, STATE, ZIP: __________________________________________________________

TELEPHONE: (____) _____________________ FAX (____) ______________________

EMAIL ADDRESS: __________________________________________________________

CONTACT PERSON, TITLE: __________________________________________________

Consultant’s Federal Employment Identification Number: ________________________

Consultant’s NYSDOT Consultant Identification Number: _________________________

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

Preparer’s Name/Title: ________________________________________________________

Address: ________________________________________________________________

Telephone: (____) _____________________ Email address: ________________________

Other Authorized Individual(s)

Name/Title: ________________________________________________________________

Address: ________________________________________________________________

Telephone: (____) _____________________ Email address: ________________________

Name/Title: ________________________________________________________________

Address: ________________________________________________________________

Telephone: (____) _____________________ Email address: ________________________
II. PROPOSER CERTIFICATIONS

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

- 365-Day Offer: This Proposal is a firm offer for a 365-day period from the date of submission.
- The firm has read and will follow the procedure outlined in Section 7.3 of the RFP if it proposes the services of a former NYSDOT employee(s).
- Vendor Responsibility: The firm will complete and submit the required Vendor Responsibility Questionnaire (for Prime and Subcontractors with services valued at $100,000 or greater) via the OSC VendRep portal. (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-CA and ST-220-TD (Contractor Certifications) prior to negotiation with the Department. Forms are available at: 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 of (Name)
___________________________________, hereby certify that I have read and accept (Firm)
all terms and conditions contained in the Draft Contract, including Appendix A, which is included as Attachment 1 to this Request for Proposals.

SIGNATURE: _________________________________________________________________
ATTACHMENT 3: FORM AOR – ACKNOWLEDGEMENT OF RECEIPT

ACKNOWLEDGEMENT OF RECEIPT OF RFP, MODIFICATIONS and RESPONSES TO QUESTIONS

<table>
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We hereby acknowledge receipt of Operation of the INFORM Traffic Management Center Services for NYSDOT, Contract #C037708 Request for Proposals, dated February 5, 2018 and subsequent responses to questions and Modifications issued by the Department, as listed below.

Add additional lines below, if needed

<table>
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NAME: (printed or typed)

TITLE:

SIGNATURE:

DATE:
ATTACHMENT 4: PROCUREMENT LOBBYING LAW COMPLIANCE

1. **Required Forms:** The Consultant shall sign submit the following forms with Part II – Cost and Administrative Submittal
   - Offeror’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-(j)(6)(b)
   - Offeror Disclosure of Prior Non-Responsibility Determinations

2. **NYSDOT Guidelines and Procedure**
   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 communication involving an attempt to influence the procurement are only permitted with the following Designated Contact Persons:
      - The Contract Management Designated Contract Specialist
      - The Contract Management Designated 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 webinar/conference
      - Protests, complaints of improper conduct or misrepresentation

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

   b) **Contacts after designation**
NYSDOT identifies its primary negotiation contacts. The designated contacts include:
- The Contract Management Designated Specialist
- The Contract Management Designated Supervisor
- The Contract Management Civil Rights Unit Supervisor
- The Contract Management Assistant Directors
- The Contract Management Director

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

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

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

4. Rules and regulations and more information on this law, please visit:
http://www.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
NYS Department of Transportation
Contract Management Bureau
50 Wolf Rd, 6th Floor
Albany, NY 12232
Email: Patricia.Kappeller@dot.ny.gov
Telephone: (518) 474 - 6562
**ATTACHMENT 5: CONSULTANT DISCLOSURE LEGISLATION FORMS A&B**

**OSC Use Only:**
- Reporting Code:
- Category Code:
- Date Contract Approved:

## FORM A

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

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**Grand Total**

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

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

Report Period: April 1, to March 31,

Contracting State Agency Name: Transportation
Agency Code: 3900283
Contract Number: C037708
Contract Term to Contractor Name:
Contractor Address:
Description of Services Being Provided: Operation of INFORM Traffic Management System for NYSDOT

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

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Grand Total

Name of person who prepared this report:
Preparer’s Signature: _______________________________________________________
Title: ___________________________ Phone #: ________________________________
Date Prepared: / /
ATTACHMENT 6: NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will now 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-COLLUSION BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

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

<table>
<thead>
<tr>
<th>NAMES OF PARTNERS OR PRINCIPALS</th>
<th>LEGAL RESIDENCE</th>
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</table>

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

<table>
<thead>
<tr>
<th>NAME:</th>
<th>LEGAL RESIDENCE:</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

President

Secretary

Treasurer

President

Secretary

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

Identifying Data:

Potential Contractor:____________________________________________________________

Address: ______________________________________________________________________

City, State, Zip: ______________________________________________________________

Telephone: (____) ______________

If applicable, Responsible Contract Officer

Name:_____________________________ Title:_______________________________

Signature: __________________________ Email: ________________________________

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)

Signature: __________________________

Address: ____________________________

City, State, Zip: ______________________

__________________________________________________________

Legal name of person, firm or corporation

By: ________________________________ (Name, Title)

Signature: __________________________

Address: ____________________________

City, State, Zip: ______________________
ATTACHMENT 7: VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this RFP, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this RFP 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:

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 its 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 the 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 contracts 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 project 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;
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 should note that the State recognizes that conflicts 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: __________________________________________________________________

Firm: __________________________________________________________________

Signature: __________________________________________________________________

Date: __________________________________________________________________

This form must be signed by an authorized executive or legal representative.
ATTACHMENT 8: DBE PARTICIPATION INFORMATION

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

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

If the combined percentage total contract value for all proposed, certified DBEs is less than the DBE Participation Goal set for this contract, 12.23 %, then the proposing prime firm is required to fill out and submit the DBE Subconsultant Participation Solicitation Log (Attachment 8a), and submit a Goal Attainment Explanation Letter. Further, prime consultants certified as a DBE who propose to meet the Department’s DBE participation goal via their meaningful participation, are required to fill out and submit the DBE Subconsultant Participation Solicitation Log (Attachment 8a) unless their outreach efforts result in proposed DBE subconsultants.

Contract #C037708

<table>
<thead>
<tr>
<th>Firm Legal Name</th>
<th>NYSUCP Certified DBE</th>
<th>% of Value of Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DBE</td>
<td>None</td>
</tr>
<tr>
<td><strong>A. Prime Consultant</strong></td>
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<tr>
<td><strong>B. Subconsultants</strong></td>
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<td><strong>Total</strong></td>
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100%
## ATTACHMENT 8a: DBE SUBCONSULTANT PARTICIPATION SOLICITATION LOG  
(GOOD FAITH EFFORT DOCUMENTATION)

<table>
<thead>
<tr>
<th>Prime Firm Name/Address</th>
<th>Contact Person Name</th>
<th>Phone Number (including area code), Email Address</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Solicited Company Name and Contact Person</th>
<th>Telephone (with area code)</th>
<th>Federal Employer Identification Number (FEIN)</th>
<th>Work Types Being Solicited</th>
<th>Types and Dates of Contacts</th>
<th>Contact Results</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

Page 108 of 133
ATTACHMENT 9: MBE/WBE/SDVOB PARTICIPATION INFORMATION

“NOT APPLICABLE”
ATTACHMENT 9a: MBE/WBE/SDVOB SUBCONSULTANT PARTICIPATION SOLICITATION LOG

“NOT APPLICABLE”
ATTACHMENT 10: SOLICITATION LOG INSTRUCTIONS

(GOOD FAITH EFFORT DOCUMENTATION)

To be deemed responsive to this solicitation, Proposers whose proposed DBE/MBE/WBE/SDVOB participation does not meet the established participation goal must document and report their efforts to solicit participation by certified DBE/MBE/WBE/SDVOB in the Contract.

PLEASE NOTE: For RFPs with a DBE goal, only participation by NYSUCP certified DBE prime consultants or subconsultants may count toward goal attainment. For RFPs with MBE/WBE and/or SDVOB goals, only consultants or subconsultants certified by New York State Empire Development (for MBE/WBE) or New York State Office of General Services (for SDVOB) may count toward meeting the goals.

Guidance concerning Good Faith Efforts in meeting DBE/MBE/WBE/SDVOB participation goals is in this Attachment.

The log is to be filled out and submitted with the proposing firm’s Cost and Administrative Submittal. In order for a Proposal to be determined as responsive when the DBE/MBE/WBE/SDVOB participation goals are not attained at all or partially attained, then the Proposer must complete all sections of this form and submit along with a Goal Attainment Explanation Letter, documenting the Proposer’s Good Faith Effort. A separate Attachment 11 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 the NYS DOT Contract Number (ex. C031111)

PARTICIPATION GOAL: Enter applicable DBE/MBE/WBE/SDVOB participation goal percentage as stated in the RFP.

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

PRIME NAME/ADDRESS: Enter the name of the Prime Consultant, and full address.

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

CONTACT PERSON TELEPHONE AND EMAIL: Enter phone number, including area code, and email address for the Contact Person.
DBE/MBE/WBE/SDVOB CONSULTANTS SOLICITED:

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

TELEPHONE (WITH AREA CODE): Enter the full telephone number of the solicited firm.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): Enter the Federal Employer Identification Number of the solicited firm.

WORK TYPE(S) BEING SOLICITED: Enter the work type(s) or Commercial Useful Function for which this firm has been solicited in connection with the Scope of Services for this contract. NOTE: Work type codes are provided for every certified firm listed in the NYSUCP DBE Director, NYS ESD MBE/WBE Director, and NYS Office of General Services SDVOB Directory.

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), email (date email sent or received), or other direct person-to-person contacts. Identify the type of contact by prefacing each date with “M” for mail, “T” for telephone, “E” for email, or “D” for direct meeting.

CONTACT RESULT(S): Enter 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:

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>This firm is unavailable to participate in the contract for the reason(s) stated on the DBE/MBE/WBE/SDVOB Solicitation Response. (Attach explanation to the Solicitation Log)</td>
</tr>
<tr>
<td>2</td>
<td>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 envelop showing that it was undeliverable, for instance)</td>
</tr>
<tr>
<td>3</td>
<td>The soliciting Prime Consultant 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)</td>
</tr>
<tr>
<td>4</td>
<td>The 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)</td>
</tr>
</tbody>
</table>
ATTACHMENT 11: NEW YORK BUSINESS REPORTING

“NOT APPLICABLE”
ATTACHMENT 12: DIVERSITY PRACTICES QUESTIONNAIRE

“NOT APPLICABLE”
ATTACHMENT 13: FORM M/WBE EEO
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

(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: ________________________________
ATTACHMENT 14: KEY PERSONNEL RESUME AND REFERENCES

Instructions:
- Complete Attachment 8 for each Key Personnel title identified in the RFP.
- Attachment 8 shall not exceed three (3) pages in length for each Key Personnel title.
- Proposer’s 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.

<table>
<thead>
<tr>
<th>1. Personnel Name and Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Title assigned to this project:</td>
</tr>
<tr>
<td>3. Firm working for on this project:</td>
</tr>
<tr>
<td>4. Current employment status:</td>
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<td></td>
</tr>
<tr>
<td>5. Years relevant experience:</td>
</tr>
<tr>
<td>6. Description of relevant experience:</td>
</tr>
<tr>
<td>7. Certifications/Licenses:</td>
</tr>
<tr>
<td>8. Education:</td>
</tr>
</tbody>
</table>

Past Project Experience

| 9.1 Project description (include contract number where appropriate): |
| 9.2 Client name: |
| 9.3 Client contact information (including contact name, phone number, email address): |
| 9.4 Description of person’s role and responsibilities during the project: |

| 10.1 Project description (include contract number where appropriate): |
| 10.2 Client name: |
| 10.3 Client contact information (including contact name, phone number, email address): |
| 10.4 Description of person’s role and responsibilities during the project: |

<p>| 11.1 Project description (include contract number where appropriate): |
| 11.2 Client name: |
| 11.3 Client contact information (including contact name, phone number, email address): |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>11.4</td>
<td>Description of person’s role and responsibilities during the project:</td>
</tr>
<tr>
<td>12.1</td>
<td>Project description (include contract number where appropriate):</td>
</tr>
<tr>
<td>12.2</td>
<td>Client name:</td>
</tr>
<tr>
<td>12.3</td>
<td>Client contact information (including contact name, phone number, email address:</td>
</tr>
<tr>
<td>12.4</td>
<td>Description of person’s role and responsibilities during the project:</td>
</tr>
<tr>
<td>13.1</td>
<td>Project description (include contract number where appropriate):</td>
</tr>
<tr>
<td>13.2</td>
<td>Client name:</td>
</tr>
<tr>
<td>13.3</td>
<td>Client contact information (including contact name, phone number, email address:</td>
</tr>
<tr>
<td>13.4</td>
<td>Description of person’s role and responsibilities during the project:</td>
</tr>
</tbody>
</table>
ATTACHMENT 15: CONTRACT JOB TITLE DESCRIPTIONS & QUALIFICATIONS

POSITION: Project Director/Operation Supervisor – Prime (KEY)
Sub-Consultant’s may have their own Operational Supervisor as a Non-Key Personnel.

GENERAL FUNCTION: This is a professional level position involving a variety of operational and management level duties. Responsibility for the daily operation of the INFORM control center falls in this category. Work is performed under minimal supervision and direction of the NYSDOT Project Manager.

The performance of all INFORM traffic management functions is inherent to this position. Oversee training and managing of approximately 25-30 employees, including operators, H.E.L.P. dispatchers and inspectors. Coordinates activities on all shifts. Primary interface with NYSDOT and maintenance contractors for all operational outages and failures. Coordinating the deployment of all portable variable message signs and developing message content.

Specific duties include:

- Keeps the NYSDOT Project Manager abreast, on a daily basis, of all matters affecting the operations of the INFORM control center
- On call 24 hours a day, 7 days a week, for emergency and/or operational problems
- Attends meetings with the NYSDOT Project Manager for purposes of relaying information, must be capable of working closely with the public, law enforcement, and State officials
- Creates and distributes weekly, and monthly reports as needed
- Attends to special requests by the NYSDOT Project Manager for gathering data and/or generating reports
- Responsible for ensuring all training materials are maintained and accessible to the operators
- Coordinates the daily schedules of the operators and is ultimately responsible for ensuring coverage is complete on every shift
- Ensures all personnel are kept abreast of special events affecting the INFORM system, e.g., special signing or roadwork
- Monitors and audits operator functions for accuracy and professionalism
- Responsible for the maintenance of all traffic signal and system maintenance files, coordinates all request and/or repairs of program “bugs” with the appropriate personnel
- Independently types memos, bulletins, requisitions, reports and other similar materials using general company guidelines
- Monitors all On-The-Job Training (OJT)
- Responsible for all Operator III Functions
- Coordinate daily work with maintenance contractor, logs and administers Work Order (WO) and payment requests.

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the NYSDOT Project Manager and, in general, is the single point of contact representing the Consultant team at the TMC.

QUALIFICATIONS: A minimum of an accredited Bachelor’s degree is required. A minimum of 7 years experience managing a TMC type facility that operates a minimum of 50 instrumented lane miles, supervising a minimum of 15 employees. Experience with all tasks in the contract; Excellent computer skills; Excellent communication skills, excellent organization skills; Training in personnel management, public relations, or similar skills; Ability to cope with stress and personnel problems. Must be able to respond to problem situations 24 hours a day.
POSITION: Special Project Coordinator (KEY)

GENERAL FUNCTION: This is a professional level position requiring strong analytical skill and ability to perform leading management tasks at the TMC as needed. Specific duties include:

- Is able to perform as the Project Director/Operation Supervisor, when needed
- Conducts special analysis of deployed equipment, services and techniques including but not limited to HOV lane performance; Clean Pass Vehicle (CPV) <; VMS-CCTV-Ramp Meters failure report as requested by NYSDOT
- Attends meetings with the Project Manager for purposes of relaying information, must be capable of working closely with the public, law enforcement officers and State officials
- Coordinate special requests by the NYSDOT Project Manager for gathering data and/or to generate reports
- Prepares tracking work and budget plans with maintenance contractor and assists in the logs and organization of work order (WO) and payment requests.

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Project Director and the NYSDOT Project Manager and, in general can perform as the Project Director when needed.

Desirable Qualifications: A minimum of an accredited Bachelor’s degree in Engineering or Computer Science or Information Sciences is required. A minimum of 5 years experience with Traffic Analysis tools. Experience in the above noted tasks. Strong analytical and organizational skills; Excellent communication skills; Experience with all tasks in the contract; Excellent computer skills; Trained in personnel management, public relations or similar skills; ability to cope with stress and personnel problems is required.
POSITION: TMC System Administrator (KEY)

GENERAL FUNCTIONS: Is able to independently troubleshoot hardware, software, and data communications in the event of malfunctions/errors in order to maintain and/or quickly report operational functionality to the various systems at the TMC; able to initiate tests of system programs and properly utilize computer monitor readout to detect errors and take appropriate corrective actions; General administration of services and workstation PCs at the TMC; Able to restore server or workstation from cloned images; Administration of TMC systems and database applications utilizing department-provided software; Able to coordinate with NYSDOT staff in other groups as needed (Information Technology, Main Office Traffic Signal Group, etc.); Able to support ITS and Traffic Signal Maintenance staff with the various TMC systems (Streetwise, Naztec, etc.); Documents in sufficient detail the steps taken to modify systems and procedures required to both maintain current systems and implement new functionality; Assists users who are having operational problems with various TMC systems; Able to train System Operators to use TMC software applications; Prepares workflow charts and diagrams as part of recommendations for modifications to system hardware and software.

In addition, must have general familiarity with the following:

- Electrical AC/DC and Fiber Optics
- Telecom – Cellular, Serial, TCP/IP, etc.
- Traffic Signal Controllers, Model 170 and Model 2070L/2070E
- Detection (Video, Radar, Acoustic, Loops, etc)
- ITS Field Controller Model 2070L/2070E for Surveillance/Ramp Metering
- Database skills using MSSQL+Server, Microsoft EXCEL and ACCESS
- Streetwise (Naztec) Traffic Signal Systems
- INFORM ATMS/ATIS Systems or equivalent (Foundation/OpenReach by CoVal Systems, Inc.)
- Able to read/interpret INFORM System record plans

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Project Director/Operations Supervisor and NYSDOT Project Manager

DESIURABLE QUALIFICATIONS: A minimum of an accredited Bachelor’s degree in Engineering or Computer Science or Information Sciences is required. A minimum of 5 years experience in software design/development and system/database administration. Experience using items referenced above including Database skills using MSSQL+Server, Microsoft EXCEL and ACCESS. Must demonstrate an ability to react under stressful situations professionally; Must be capable of performing several tasks simultaneously; Must have good interpersonal skills and ability to train others; Must be dedicated and able to perform with minimum supervision; Must possess a valid Driver’s License.
POSITION: ATMS/ATIS System Support Engineer (KEY)

GENERAL FUNCTIONS: Performs all system software engineering work to customize new configuration of new services and equipment into the current INFORM ATMS/ATIS-Architecture (Foundation and OpenReach Systems by CoVal Systems, Inc.); Includes software upgrades for new ITS equipment to be NTCIP compliant and compatible with the INFORM legacy system; Programming, reconfiguration and integration of VMS, Surveillance/Ramp Meters Controllers, Travel Time Signs, detection systems, and integration of new computer services as required at the TMC; Develops and upgrades System and workstation software to enhance the functionality of the system through user friendly interfaces.

In addition:
- Is experienced programming ATMS/ATIS software and communication systems
- Reviews current data management system capabilities, workflow, and scheduling limitations to determine if changes to ATMS systems are required; Documents in sufficient detail the steps taken to modify systems and procedures required to both maintain current systems and implement new functionality
- Is able to independently troubleshoot hardware, software, and data communications malfunctions/errors in order to maintain and/or quickly restore operational functionality at the TMC
- Is responsible for Administration of ATMS system and database, which includes data archiving, mining and others, and, must be experience with the following:
  - Coaxial, Fiber Optics and Wireless Communication Systems
  - Freeway & Arterial Management Systems
  - VMS, CCTV, Traffic Signals, Surveillance/Ramp Metering systems and related electrical equipment
  - Detection System/Firmware (VIDS, Acoustic, Radar, Inductance Loops, RFID Transponders (TRASMIT/EZ-Pass))
  - Telecom – Cellular, Serial, NTCIP, TCP/IP, UP, multicast, IGMP
  - Model 2070, 2070L, and 2070E Controllers
  - Database skills using MSSQL+Server, Microsoft Excel and Access

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Project Director/Operations Supervisor and NYSDOT Project Manager

DESIRABLE QUALIFICATIONS: A minimum of an accredited Bachelor’s degree in Engineering or Computer Science or Information Sciences is required. A minimum of 5 years of experience with ATMS/ATIS system software; experience using items referenced above; Must be capable of performing several tasks simultaneously; Must have good interpersonal skills and ability to train others; Must be able to perform with minimum supervision; Must possess a valid Driver’s License; Must be able to respond to emergency situations as needed 24 hours a day.
POSITION: ITS MAINTENANCE CONTRACTOR INSPECTOR (KEY)

GENERAL FUNCTION: This is a demanding senior level contract enforcement task. Responsibility includes: inspection, supervision and working closely with INFORM’s Electrical Maintenance Contractors; Inspectors have a responsibility of enforcing contract technical specifications of equipment, materials and labor; Work is performed under moderate to light supervision. Specific duties include:

- Responsible for ensuring compliance with the State contract technical specifications during field installations, repairs and modifications by the Field Maintenance Contractors
- Is able to read plans; and to implement and enforce Work Zone Traffic Control (WZTC)
- Prepares inspection reports including job description, equipment used, MPT furnished, hours of work, travel time, etc.
- Tows, Deploys and Programs Portable Variable Message Sign (PVMS), using instructions manual
- Maintains INFORM’s Equipment inventory at various storage facilities, organizes storage facilities, receives equipment from various sources and provide updates on equipment needs
- Inspects field equipment, routinely, to enforce maintenance contractor’s requirements to maintain field equipment as per contract
- Able to be cross-trained to perform all H.E.L.P Inspector tasks & TMC operators’ tasks.

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Program Director/Operations Supervisor

DESIRABLE QUALIFICATIONS: A minimum of a High School diploma or equivalent is required. Minimum of 3 years experience in inspection of field equipment, supervision of electrical maintenance contractors, and preparation of inspection reports, Excellent communication skills; ability to cope with job stress resulting from odd work schedules; requires skill training in the use of computers, database, radio communication; basic knowledge of various equipment functions; able to use equipment manuals; basic plan reading; Must be able to perform with minimum supervision; Must be practical, but insistent in the quality of the work; Must have a valid Driver’s License and is able to drive (in all type of weather) a medium Heavy Duty 4X4 Pickup Truck, with snow plow as needed; able to operate a medium warehouse forklift.
**POSITION: SHIFT SUPERVISOR/OPERATOR III (KEY)**

**GENERAL FUNCTION:** This is a senior level shift operator; Responsible for coordinating traffic and incident management functions which falls within this category; Work is performed under moderate to light supervision; Performance of routine traffic management tasks are inherent to this position; Ability to perform functions applicable to Operator I and Operator II; Responsible for ensuring shift co-workers are kept up-to-date and implements new procedures; Responsible for ensuring that proper contacts are made; and protocol followed during major incident handling. Specific duties include:

- Responsible for ensuring shift co-workers are adequately training and current in all tasks relevant to their position
- Serves as the shift liaison to management for identifying problems and/or weaknesses in operational procedures
- Has access to more sophisticated programs (e.g., NY ALERTS, Streetwise database, Foundation, OpenReach, 511NY, WTA, INFORMNY website, etc.)
- Independently prepares and maintains training documents and reports
- Responsible for shift continuity, assessments, briefings between shifts/maintenance personnel, and overall system performance
- Assemble, collate, and prepare the road work/construction information in order to formulate the daily, weekly and OpenReach/511NY Road Work Reports
- Administer On-The-Job Training
- Able to be trained as an ITS Maintenance Contractor Inspector
- Able to be training as H.E.L.P. & Parkway Tow Supervisor

**ORGANIZATIONAL RELATIONSHIPS:** Reports directly to the Program Director/Operations Supervisor

**DESIRABLE QUALIFICATIONS:** A minimum of a High School diploma or equivalent is required. A minimum of 6 years experience in a TMC type of facility and/or traffic management with increasing responsible positions; Excellent communication skills; Must demonstrate an ability to react under stressful situation professionally; Must be capable of performing several tasks simultaneously; Must be able to perform with minimum supervision and; Must possess a valid Driver’s License.
POSITION: OPERATOR II (Traffic System Coordinator II)

GENERAL FUNCTION: The is a position involving a variety of traffic management tasks; Responsibility for formulating and generating messages for the variable signs; Performance of “traffic management tasks” are inherent to this position; Includes ability to perform functions applicable to Operator I; Responsibilities are broad in scope and require an innate ability to assess a situation rapidly, and act decisively. Specific duties include:

- Generate and display traffic related messages
- Troubleshoot and resolve system related problems
- Interact with maintenance personnel on systems performance
- Report major incidents and full closures to regional/duty officers
- Monitor and assist coworkers to ensure accuracy and timeliness of information
- Responsible for ensuring transfer of information to subsequent shift is complete and accurate
- Assemble, collate, and prepare the road work/construction information in order to formulate the daily, weekly OpenReach, 511NY, NY Alert and INFORMNY website road work reports
- Administers On-The-Job (OJT) Training

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Program Director/Operations Supervisor

ORGANIZATION QUALIFICATIONS: A minimum of a High School diploma or equivalent is required. A minimum of 4 years experience in a TMC type facility and/or Traffic Management; Excellent communication skills; Ability to cope with job stress resulting from odd work schedules; Must be capable of working well with co-workers and NYSDOT staff; Basic training in the use of personal computers and databases; Ability to use roadway maps and basic knowledge of roadway elements; Must have good interpersonal skills; Must be able to perform with minimum supervision and they must possess a valid Driver’s License.
POSITION: OPERATOR I (Traffic System Coordinator I)

GENERAL FUNCTION: This is an entry level position involving a variety of traffic management duties; Work is performed under direct supervision; Performance of system monitoring, answering telephones, faxing information; and data entry functions are inherent aspects of this job. Specific duties include:

- Monitor radios/police scanners, email alerts, 511NY, OpenReach, CCTV displays, and system map for incidents
- Disseminate information to local radio and traffic monitoring
- Monitor computerized traffic signal and ramp metering activities
- Dispatch traffic signal malfunctions and highway maintenance calls to appropriate personnel or jurisdictions
- Perform record keeping tasks, keyboard entries and generate daily reports
- Monitor and update all variable message signs including dial-up portable signs.

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Program Director/Operations Supervisor

DESIRABLE QUALIFICATIONS: A minimum of a High School diploma or equivalent is required. A minimum of 2 years experience in a TMC type facility and/or Traffic Management; Excellent communication skills; Ability to cope with job stress resulting from odd work schedules; Must be capable of working well with co-workers and NYSDOT staff; Some training in the use of personal computers and databases; Ability to use roadway maps and basic knowledge of roadway elements; Good interpersonal skills; Must be able to perform with minimum supervision; Must possess a valid Driver’s License.
POSITION: System Operator I Trainee

GENERAL FUNCTION: This is an entry level position involving a variety of traffic management duties; Work is performed under direct supervision; Performance of system monitoring, answering telephones, faxing information; and data entry functions are inherent aspects of this job. Specific duties include:

- Monitor radios/police scanners, CCTV displays, and system map for incidents
- Monitor computerized traffic signal and ramp metering activities
- Dispatch traffic signals malfunctions and highway maintenance calls to appropriate personnel or jurisdictions
- Perform record keeping tasks, keyboard entries and generate daily reports
- Monitor and update all variable message signs including dial-up portable signs

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Program Director/Operations Supervisor

DESIRABLE QUALIFICATIONS: A minimum of a High School diploma or equivalent is required. Excellent communication skills; Ability to cope with stress resulting from odd work schedules; Must be capable of working well with co-workers and NYSDOT staff; Some training in the use of personal computers and databases; Ability to use roadway maps and basic knowledge of roadway elements; Good interpersonal skills; Must be able to perform with minimum supervision and they must possess a valid Driver’s License.
POSITION: ACCOUNT MANAGER

GENERAL FUNCTION: Responsible for managing all account, invoice and payment activities; These functions may also be covered by the Project Director/Operations Supervisor. Specific duties include:

- Generate and submit accurate invoices to NYSDOT in a timely manner following the prescribed invoicing method referenced in RFP Section 7.4 Method of Payment
- Maintain an up-to-date account system
- Perform account reconciliations
- Review and approve invoices from subconsultants
- Ensure prompt payment of subconsultant invoices
- Manage recordkeeping for all contract-related correspondence and communication

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Program Director/Operations Supervisor

DESIRABLE QUALIFICATIONS: Minimum five (5) years experience with contract administration and/or management; experience with accounts receivable and/or accounts payable.
ATTACHMENT 16: COST PROPOSAL SPREADSHEET INSTRUCTIONS

COST PROPOSAL SPREADSHEET INSTRUCTIONS

Enter proposed costs in the appropriate location(s) for each element as described below. Use 2017 US Dollars. Enter a “$0” in spaces that do not apply.

The Cost Proposal Spreadsheet template form is to be downloaded from the NYSDOT project website, located at https://www.dot.ny.gov/doing-business/opportunities/consult-opportunities and select #C037708.

Items requiring an entry by the proposer are shaded in blue on the Cost Proposal Spreadsheet.

Item-B-Item Instructions:

1. On the Cost Cover tab:
   a. Enter in Line 14 (shaded blue), the name of the Prime Consultant firm who is proposing to do the work on this contract.
   b. Enter in Lines 18, 22, and 26 (shaded in blue), the name(s), as appropriate, of the Sub-Consultant firm(s) who will be a part of the team that the Prime Firm is proposing on doing the work on this contract.

   PLEASE NOTE:
The total number of firms allowable to be proposed are 1 Prime and 3 Sub-Consultants. Enter “N/A” in the Cost Cover Sheet Firm Name for the unused Firm #s.

2. On the Salary Schedule Infor Yr1 tab:
   c. Contract Job Titles/Average Yearly Rate
      i. Determine the Contract Job Titles and from which firm(s), that the proposing team has decided to task to cover the eight (8) work task responsibilities, to meet each of the needs as outlined in the RFP. Enter a dollar value for an Average Yearly Rate (Cells I15-23 for the Prime, Cells I42-50 for Sub-Consultant #1, Cells I69-77 for Sub-Consultant #2, Cells I97-105 for Sub-Consultant #3) for the first year of this contract next to those titles in the corresponding “YR 1 Average Hourly Rate” column for each title/firm you propose.
      ii. You may choose any combination of titles for up to four total firms to propose. If you choose not to propose a specific title from a specific firm, you MUST enter a zero next to that title in the “YR1 Average Hourly Rate”.
         • Be sure to enter Zeros in the dollar amounts in Column I (YR 1 Average Hourly Rate”) next to any/all titles that are not proposed. If there are any values from the template left in these fields next to a title, that title will be calculated against the totals that are proposing for the cost portion of this proposal.

   PLEASE NOTE: Should you be selected for award; these rates will be enforced as the starting salary for the agreement.

   d. Overtime Category: A, B, or C
i. Enter the appropriate **category for overtime eligibility (Column K)** according to the RFP Section “5.2.2.1 Guidelines for Direct Salaries”.


iii. Overtime is reimbursable by the categories below, and only if the firm has a policy to pay overtime compensation.

   - Category A – No overtime compensation
   - Category B – Overtime compensated at straight time rate
   - Category C – Overtime compensated at straight time rate x 1.5

iv. Enter this information as previously instructed under Section 1. Contract Job Titles/Average Yearly Rate.

e. **Overhead Category – Office or Field**

   i. Enter an overhead category – Enter a “1” for **Office** or a “2” for **Field** in Column L. Enter this information as previously instructed under Section 1. Contract Job Titles/Average Yearly Rate.

   ii. **Reminder:** If a title is not to be proposed YOU MUST ENTER A ZERO next to that title in Column I (“YR1 Average Hourly Rate”). **DO NOT ENTER ANY DOLLAR AMOUNT.** Any dollar value placed in that column will be calculated against your total cost. This applies to any title under any firm.

3. **Salary Schedule Info YR2 and YR3:**

   These tables are self-calculating. Do not enter any information here.

4. On the **Staffing Tables YR1-3:**

   f. Under the tasks 1-8 (Columns C-J): Enter the number of hours that you are proposing (per Contract Job Title), per firm to cover each task as described in the RFP. These titles must match the titles that you have chosen from the “Salary Schedule Info” tabs. Each proposer may choose how they want to allocate hours to cover each task, with their previously selected titles.

   g. The anticipated level of effort is approximately 68,000 hours per year to cover all tasks. The proposing team may propose more, or less hours than this approximation, however, they must be able to explain their rationale for deviating from this level of effort (see below).

   h. Regardless of the hours being proposed, the proposer’s total hours and distribution, will be evaluated in accordance with the RFP section 6.3.2.a “… proposed approach for implementing the scope of services, reflects and understanding of the project scope…”.

   i. At the bottom of each staffing table (lines 165, 166, and 167), you will find cells that will show you the anticipated level of effort (in hours/task). Line 165 will show you the anticipated total hours to be assigned per task. Entering the hours into tables line 166 will show how many hours per task remaining to reach the approximate level of effort hours noted above; line 167 will show how many total hours per task. See Section 4.4 (Scope of Services – Level of Effort) for more information.

5. On the **Direct Non-Salary Costs Y1-3:**

   Please note the following general instructions:

   j. See the tab labeled **DNC Costs** for additional instructions.

   k. The proposer must be able to cover all items using the most economical means.

   l. Personal Miles will not be reimbursed to the Prime, since it is expected that the Prime will be leasing the required vehicles.
m. Each Tab (DNC Costs – Tabs YR 1/2/3), must be filled in independently.
   i. For Personal Miles (Cell line 14): Enter miles/month as described in the “DNC Costs” tab, into each of the “Direct Non-Salary Costs” tabs for Y1, Y2, and Y3, in cells C14, N14, Y14, and AJ14 as appropriate. Enter items only in the blue shaded areas.
   ii. Follow this example for the “No. of Vehicles” (Fuel + Maint), “No. of Vehicles” (lease), “Tolls/Trips” (local + long distance), “Overnight Trips” (Hotel + Per Diem).
   iii. For “No. of Signs”. If Sub-Consultant #1 is proposed to maintain 10 signs, enter a “10” in line 34, Column N; enter the balance for whomever will be covering the remainder of the signs; and enter a zero for all others. If Sub-Consultant #2 is proposed to cover the task of making copies, enter a “1” in lines 46 and 48 under Column Y, and enter zeros for all others.
   iv. For “Owners & Liability”, enter a “1” for the Prime, since the Prime will be responsible for this cost.
   v. For “Communications”, enter a “1” or part thereof for each firm that will be responsible for this cost.
   vi. For “Number of Black and White” and “Color Copies”, enter the number of copies that each firm will be responsible for, as well as the number of “Overnight Mail” parcels.
   vii. For “Telephone”, enter a “1” for any/all Sub-Consultants who will incur a cost for this item.
   viii. For “Third Party Software Licenses”, enter a “1” for which single firm will be responsible for this cost.
   ix. For “Small Tools and Office Supplies”. Enter a “1” or part thereof for each firm that will be responsible for this cost.
   x. For “Trips to Regional TMCs (Airfare & Per Diem), enter a “1” or part thereof for each firm that will be responsible for this cost.

6. On the Cost Summaries YR1-3 tabs:
   n. On lines 26 and 27 for each firm on each tab, enter the percentage of Overhead proposed.
   o. Please note: If a proposing firm’s rate is different from that of an overhead rate already on file with the Department, NYSDOT reserves the right to use the lower of these two rates.
   p. If any rate appears to be inconsistent with the industry standards, NYSDOT reserves the right to request and audit of the proposing firm(‘s) financials.
ATTACHMENT 17: COST PROPOSAL SPREADSHEET

Attachment 17, which contains the RFP’s cost Proposal workbook and 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 “C037708 Operation of the INFORM Traffic Management System Services for NYSDOT”.

ATTACHMENT 18: LEVEL OF EFFORT TABLES

Attachment 18, which contains the RFP’s Level of Effort Tables workbook and 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 “C037708 Operation of the INFORM Traffic Management System Services for NYSDOT”.

ATTACHMENT 19: MODIFICATIONS, PRE-PROPOSAL WEBINAR SLIDES, SOURCE LIST, and Q&A

Attachment 19, which contains the RFP’s Modifications, Pre-Proposal Webinar Slides, Source List and Q&A, 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 “C037708 Operation of the INFORM Traffic Management System Services for NYSDOT”.

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ATTACHMENT 20-43: INFORMATIONAL MANUALS, GUIDELINES AND REPORTS

The following Attachments containing the RFP’s Informational Manuals, Guidelines and Reports 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 “C037708 Operation of the INFORM Traffic Management System Services for NYSDOT”.

Attachment 20: HELP Standards Operating Guidelines
Attachment 21: Amber Alert Guidelines
Attachment 22: AMSig Manual
Attachment 23: Foundation II ATMS Overview
Attachment 24: INFORM System Map
Attachment 26: Operations Monthly Schedule
Attachment 28: NYSDOT CCTV Policy
Attachment 29: Parkway Towing Contractor IFB
Attachment 30: Parkway Towing Sector Map 2015
Attachment 31: INFORM Maintenance Contract Example
Attachment 32: I01 Operations Supervisor Daily Updates
Attachment 33: I02 System Operators Emails & Roadway Reports
Attachment 34: I03 INFORM’s Daily Traffic Signal Logs
Attachment 35: I04 VMS Performance Reports
Attachment 36: I05 CCTV’s Performance Reports
Attachment 37: I06 Ramp Meter Reports
Attachment 38: I07 I495 HOV Lanes Annual Report
Attachment 39: I08 Clean Energy Pass Vehicle Registration & Sticker Counts Report
Attachment 40: I10 INFORM’s Maintenance Contractors Monthly Work Order Budget & Schedule Reports
Attachment 41: I12 HELP Reports
Attachment 42: Communication Log
Attachment 43: Incident Log