NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION
MANAGEMENT CENTER IN NEW YORK CITY FOR NYSDOT
CONTRACT #C037716

Initial Information for Submittal

A. Please note the following **dates and deadlines**:
   a. **July 13, 2018**: Pre-Proposal Webinar at 10:00 AM (Eastern Time)
   b. **July 20, 2018**: Deadline for submission of questions about the RFP at 12:00 PM (Eastern Time)
   c. **August 3, 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-webinar will be offered at 10:00 AM on July 13, 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 July 12, 2018. 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 July 6, 2018.

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

CONTRACT C037716: OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY FOR NYSDOT

Please review this RFP, complete the following information, and email to the NYSDOT address shown below, by the earliest practical date. This RFP Response Form must be submitted along with the two required Procurement Lobbying Law 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 ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY FOR NYSDOT
CONTRACT #C037716

Part I: Technical and Management Submittal

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<th>Details</th>
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<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></td>
</tr>
<tr>
<td>Securely sealed and clearly labeled with the Contractor’s name, address, telephone number, contact name, and the words “OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY for NYSDOT, RFP Part I – Technical and Management Proposal (Contract #C037716)”</td>
<td></td>
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<tr>
<td>Signed Cover Letter on official business letterhead (1page max)</td>
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<td>Table of Contents identifying each major section and page numbers</td>
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<tr>
<td>Narrative Description</td>
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<td>Approach, Scope of Services and Schedule</td>
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<td>Organization and Staffing</td>
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<td>Experience</td>
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<tr>
<td>Complete and submit Attachment #14: Key Personnel Resume and References</td>
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<td>Complete and submit Attachment #18: Level of Effort Tables</td>
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Part II – Cost and Administrative Submittal

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<th>Item</th>
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<tr>
<td>One (1) original plus three (3) 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></td>
</tr>
<tr>
<td>Securely sealed and clearly labeled with the Contractor’s name, address, telephone number, contact name, and the words “OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY for NYSDOT, RFP Part II – Cost and Administrative Proposal (Contract #C037716)”</td>
<td></td>
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<tr>
<td>Complete and submit Attachment #17: Cost Proposal Workbook</td>
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<td>Complete and submit online certification or hard copy of Vendor Responsibility Questionnaire</td>
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<tr>
<td>Complete and submit Attachment #2: Consultant Information and Certifications (sign both Section II and III)</td>
<td></td>
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<tr>
<td>Complete and submit Attachment #3: Form AOR Acknowledgement of Receipt</td>
<td></td>
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<tr>
<td>Complete and submit Attachment #4: Procurement Lobbying Law Forms</td>
<td></td>
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<td>Complete and submit Attachment #6: Non-Collusive Bidding Certification</td>
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<td>Complete and submit Attachment #7: Vendor Assurance of No Conflict of Interest or Detrimental Effect</td>
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<tr>
<td>Complete and submit Attachment #8: DBE Participation Information Form</td>
<td></td>
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<tr>
<td>Complete and submit Attachment #8a: DBE Subconsultant Participation Solicitation Log and Goal Attainment Letter (if goal not met)</td>
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# NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY FOR NYSDOT
CONTRACT #C037716

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1. INTRODUCTION

1.1 Purpose

This Scope of Work defines the tasks to be performed under the agreement by the selected Consultant for the operation of the Advanced Traffic Management System (ATMS) presently located in Bronx, Queens, Kings, New York and Richmond Counties of New York State and the Joint Transportation Management Center (JTMC) located in Long Island City in Queens, New York City.

The objectives of this contract are for the Consultant, on a 24/7 basis on 3 shifts to:

a. Manage, direct and administer the personnel designated to operate and support the ATMS & ITS systems at the JTMC,
b. Operate ITS to perform traffic incident detection, verification and situation awareness,
c. Provide reporting and traveler information of roadwork, incidents and events,
d. Coordinate ITS operations & roadwork information with various TMC partner agencies and stakeholders,
e. Maintain operational status, credibility and integrity of installed ITS systems by providing technical and field support,
f. Provide training to TMC staff and update procedures to aid in improving ITS operations and day-to-day interactions,
g. Support the NYSDOT Regional offices during emergencies, snow, storms and other significant planned/unplanned events, and
h. Operate any new systems (ATDM, ICS) and performance measure tasks.

The general services to be provided by the Consultant are defined by the tasks as follows:

a. General Program Direction, Supervision, and Administration,
b. Systems Operations at the JTMC and at a Satellite Office, Updating 511NY and OpenReach systems,
c. Roadwork Information Dissemination and Permit Coordination,
d. Training and Updating of Procedures,
e. Field Support Operational and Technical Services,
f. Traffic Systems Administration Support Services,
g. Critical Transportation Incident Support Services,
h. Performance Measures – Compliance with USDOT mandates, Traffic Data Collection, Performance data analysis, dashboards and reporting,
i. ITS Data Quality Assurance, and
j. Contract Transition (if necessary, during the first month of a replacement contract or during any delay in starting a replacement contract)
1.1 **Background**

Region 11 Joint Transportation Management Center (JTMC) is one of the busiest Traffic Management Centers in the nation. Located at 2811 Queens Plaza in Long Island City, Queens, the location houses a 24/7 Operation Center. The JTMC is a multi-agency (partnered with NYCDOT and NYPD), multi-modal facility that serves as the focal point for coordinating regionwide transportation management, incident response, weather emergencies and the timely collection and dissemination of traveler information, including providing information to the Department’s 511NY system. The coordination with other NYC metropolitan area TMCs (in Region 8, Region 10, New Jersey and Connecticut) is also a function of the JTMC.

In summary, operation includes monitoring, surveillance and control of approximately the following numbers of equipment on most of the limited access highways in New York City:

- 260 CTV cameras
- 89 Overhead Variable Message Signs
- 14 Highway Advisory Radio
- 600+ Vehicle Detectors
- 16 Travel Time Signs
- 9 Portable Variable Message Signs
- 130 Mile of fiber optic communication

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. NSDOT 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 Joint Traffic Management Center (JTMC) Traffic Management System.
- Operate the ATMS and ITS 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 JTMC Operational Procedures Manual and other Manuals updated.

3.2 Contract Objectives

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

3.3 Definitions and Acronyms

<table>
<thead>
<tr>
<th>Acronym</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>
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<tr>
<td>AOR</td>
<td>Acknowledgement of Receipt</td>
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<td>ATMS</td>
<td>Advanced Transportation Management System</td>
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<tr>
<td>CCTV</td>
<td>Closed Circuit Television</td>
</tr>
<tr>
<td>CIN</td>
<td>Consultant Identification Number</td>
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<tr>
<td>CSSWeb</td>
<td>Consultant Selection System web application</td>
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<tr>
<td>CUF</td>
<td>Commercial Useful Function</td>
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<tr>
<td>CUFWeb</td>
<td>Commercial Useful Function web application</td>
</tr>
<tr>
<td>DBE</td>
<td>Disadvantaged-Owned Business Enterprise</td>
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<tr>
<td>FEIN</td>
<td>Federal Employer Identification Number</td>
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<td>FHWA</td>
<td>Federal Highway Administration</td>
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<td>HELP</td>
<td>Highway Emergency Local Patrol</td>
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<tr>
<td>HOV</td>
<td>High Occupancy Vehicle</td>
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<td>ICS</td>
<td>Incident Command System</td>
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<tr>
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<td>MBE</td>
<td>Minority-Owned Business Enterprise</td>
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<td>NLT</td>
<td>No Later Than</td>
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<tr>
<td>NYALERT</td>
<td>New York Alert</td>
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3.4 Contract Term and Rate Adjustments

The Department estimates that the work for the successful Consultant will commence on December 1, 2018. 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 2%, 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):

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<th>Divided by Previous Index</th>
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<td>132.1</td>
<td>2.1</td>
<td>130.0</td>
</tr>
<tr>
<td>October 2021</td>
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<td></td>
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<tr>
<td>October 2022</td>
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Percent change, rounded to nearest tenth
QAT-Auditor 12/15/2021 – 12/14/2022 Billing Rate ($9 x 1.016)  

1.6%  $9.14/Hour

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 **General Conditions**

The following general conditions shall apply to the scope of services for JTMC except where otherwise noted:

a. System operations staff shall occupy space at the TMCs at no cost to the Consultant. The State or New York City may have contractors working in the space at any time for necessary system or facility maintenance.

b. A Satellite Office with additional office space (i.e., Project Manager, Technical Support, Coordinators, etc. – about 5-6 staff) shall be provided by the Consultant, with such services costs included in the Consultant’s overhead. The State will provide space, utilities and services only for operations staff (Operations Manager, Shift Managers and System Operators) in the JTMC. The Satellite Office location should be near the JTMC and ready for fiber and T-1 communications.

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

d. Once established, the location of the JTMC Satellite Office shall not be changed without prior approval of NYSDOT.

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

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

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

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

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

j. The JTMC is currently operated seven days a week, 24 hours a day. However, the State may, at its option, reduce the number of hours of operation or level of staffing a
the JTMC in compliance with funds availability or any reduction in operation or functions.

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

l. Any communications from media representatives shall be referred to Regional Public Information Officers and/or appropriate NYPD or NYCDOT personnel.

m. A voice mail system at JTMC receives some of Region 11’s calls during the off-hours and weekends. JTMC system operators currently play back and transcribe the received messages, then email designated staff of Region 11 Executive or Public Information groups. This services will continue under this agreement.

n. System hardware are software changes may be implemented by others during the term of this contract. These include updating the systems to accommodate roadway changes, ITS expansion to other Region 11 roadways or any new operating systems at JTMC. The changes are not expected to adversely impact the work of the operations staff at the JTMC.

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

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

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

4.2 Staffing Levels

a. General

i. In order to provide continuity of operations at the JTMCs and to reduce the operations risks for both the Consultant and NYSDOT, it is desirable and encouraged that the selected Consultant make all reasonable efforts to hire existing consultant System Operator staff, where practical.

ii. Consultant shall ensure that there is adequate coverage during lunch and other breaks, and staff hours shall be selected accordingly.

iii. During peal periods, on holiday weekends special events, and/or emergency conditions, greater levels of staffing may be required by the State. During the term of this contract, it is anticipated that the overall functions of the TMCs may increase. If the State deems that additional Consultant personnel are necessary to operate the expanded functions, the Consultant shall provide extra personnel as long as the additional staff does not cause the contract to exceed the Maximum Amount Payable. If additional funding in excess of the Maximum Amount Payable is necessary, additional staff shall be added through the execution of a supplemental agreement and shall be paid at the agreed upon job title rates.
iv. New hires must meet and maintain NYSDOT performance standards. NYSDOT may require an employee to be replaced at any time for poor work performance, not following procedures or not conforming to standards. Upon notification by the NYSDOT JTMC Director, the employee will no longer be able to work on the contract and a replacement candidate must be submitted for NYSDOT approval within 30 calendar days from the date of notification by the JTMC Director, unless otherwise agreed upon by both the JTMC Director and the Consultant.

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

vi. From a historical basis the total annual work effort required to operate the JTMC is estimated to be approximately 84,854 staff hours. This includes estimated overtime needs for tasks 1, 2, 3, 5 and 7). 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>2,304</td>
</tr>
<tr>
<td>2</td>
<td>56,654</td>
</tr>
<tr>
<td>3</td>
<td>4,368</td>
</tr>
<tr>
<td>4</td>
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<td>5</td>
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<tr>
<td>6</td>
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<tr>
<td>7</td>
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<tr>
<td>9</td>
<td>2,080</td>
</tr>
<tr>
<td>10</td>
<td>150</td>
</tr>
</tbody>
</table>

NOTE: All above 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 case of approved extended emergencies, a Supplemental Agreement may be needed.

4.4 Scope of Work

Below is a detailed description of the tasks and subtasks to be performed under each of the tasks in the Scope of Work for the operation of ITS at the JTMC.

4.4.1 Task 1 – General Program Direction, Management and Administration

a. Summary

Task 1 consists of all work necessary to provide for the general management, oversight, QA/QC, and administration of the contract by the Consultant’s management and management support personnel. It also includes participation in meetings by the Consultant to assist the State in daily operations issues and assist in emergencies, snow, storms and other significant events.
The Consultant shall designate a Project Manager (PM) for each contract who will be responsible for general management, oversight, QA/QC, and general administration of the contract. The PM will coordinate and be the voice for all other subconsultant(s) working as part of the Consultant’s team or as a joint venture for the specific contract. There shall be only one PM proposed by a Consultant or joint venture.

b. Sub-Tasks Description

b.1 The Consultant shall ensure the complete and proper employment, training, scheduling, and oversight of TMC operations’ staff and field support personnel. This shall include accommodating vacations, sick leave, and other absences of all personnel by providing adequate training to relief and on-call personnel.

b.2 The Consultant shall maintain records and documentation as directed to support the overall operations at the TMCs.

b.3 The Consultant shall prepare and submit monthly invoices and progress reports in accordance with applicable State and Federal requirements. Clerical/Administrative support staff will prepare consultant invoices, reports, forms, letters and other official project related correspondences. The Clerical/Administrative support staff are not expected to have TMC-related activities as a full-time task nor are they to be based at the TMCs.

b.4 The Consultant shall administer a staff allocation plan and provide to the State monthly staffing schedules for the project.

b.5 The Consultant shall provide adequate staff and resources for all tasks and activities throughout the duration of the contract, including during State emergency, snow, storms and other significant planned/unplanned events.

b.6 The Consultant shall participate in updating operating protocols and procedures (including partner agencies). This task includes Consultant work necessary to recommend and, with State approval, implement changes to operating procedures, including incident management, agency notification and resource activation procedures.

b.7 The Task 1 personnel shall meet regularly with the NYSDOT JTMC Manager to cooperatively identify and prioritize work to be performed.

b.8 The Consultant shall participate usually monthly in post-incident debriefings, with all agencies involved in managing a major traffic incident, to determine whether existing operating procedures should be changed. This work may include travel to meetings away from the TMCs (travel costs will be included in the contract’s budget of direct non-salary costs).

b.9 The Consultant shall assist NYSDOT with identifying, troubleshooting, documenting and establishing repair priority for failed equipment. The Consultant’s personnel will often be the first to know of an equipment repair (see Task 2).

b.10 The Consultant shall ensure that 24/7/365 coverage is provided for Task 2, 3 and 4. At no time should any of the TMCs not be adequately staffed to cover Task 2, 3, and 4 activities.

b.11 The personnel assigned to Task 1 will also have duties under Task 4.
b.12 In coordination with the Transportation Analyst I, prepare weekly, monthly
and biannual performance measures reports and dashboards in compliance
with USDOT mandates.

b.13 The Consultant shall procure general supplies and/or required services for
JTMC use and operations. The purchase orders shall be issues and processed
by the Consultant. All approved items purchased shall be reimbursed by the
State as a Direct Non-Salary Cost (DNSC) to the contract. All purchasing
shall be done following applicable State procedures and will be subject to the
approval by the State. Pricing shall not exceed OSC prices for similar items
in like quantities.

b.14 The Project Manager is expected to have JTMC-related activities and
performance measures tasks as a full-time position, but will not be based at
the JTMC, but from the satellite office.

b.15 The Consultant shall be required to provide, operate and maintain three
project vehicles, which will be used as part of the daily operations of the
Consultant Field Technical (FT) staff. If the State deems additional vehicles
are required due to system or staff increases, the Consultant shall lease the
required vehicles and have them modified for use on the project. All leases
shall be done through a competitive process and will be subject to approval by
the State, the costs for the lease will be to the contract through a supplemental
agreement to be approved by the NYS Office of the State Comptroller (OSC).
The costs associated with the project vehicles (such as the lease, maintenance,
insurance, fuel, parking), but excluding tickets, fines and other such penalties
incurred by Consultant staff will be paid by the State as a DNSC of the
contract. For estimation purposes, the vehicles shall be 4-wheel drive/4-door
compact Sport Utility Vehicles, model 2017 or later. All vehicles shall be
fitted with appropriate light bars as approved by the State. Consideration will
be given to assuming the lease on existing vehicles instead of new, if cost
effective, and if pre-approved by the State.
The vehicles shall be shared with other FT’s in case of a temporary loss of a
vehicle. The PM shall be responsible or keeping track of the mileage and
usage of vehicles.
The Consultant will obtain the necessary insurance for these field personnel
and costs shall be included in the Consultant’s overhead.

TASK 2 – Systems Operations at the TMCs

a. SUMMARY

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

b. Sub-Tasks Descriptions
b.1 The Consultant shall provide coordinated management of traffic incidents with NYSDOT, local law enforcement, emergency responders and the State Police personnel at the TMS or in the field. Incident management shall be performed in accordance with existing Standard Operating Procedures.

b.2 The Consultant shall provide human monitoring of the highway systems and traffic control device operation. This includes monitoring and operating numerous devices and systems including, but not limited to, the following: (1) the TMCs Advanced Traffic Management System (ATMS) applications/software and associated/related field equipment; (2) the software computer programs that allow operators to create/activate/deactivate messages on variable message signs; (3) 511NY/OpenReach System; (4) Travel Time System; and (5) Performance Measures System. Each of these sets of computer programs provides for operator dialogue using computer terminals.

b.3 The Consultant shall be responsible for operating the existing Highway Advisory Radio (HAR) sites that are part of the ITS in accordance with existing Standard Operating Procedures. All HAR messages shall be reviewed by the lead personnel on duty before broadcasting.

b.4 Utilizing motoring information resources from the TMCs, the Consultant shall operate and display messages on fixed-location and portable variable (also commonly called “Changeable”) message sign systems in the ITS. The Consultant shall monitor the variable message sign graphical user interface and ensure that only appropriate messages are displayed.

b.5 The Consultant shall answer phone inquiries and coordinate incident-related activities with operational partners and provide them with the necessary information about traffic conditions. Telephone calls from the media shall be referred to appropriate NYSDOT personnel.

b.6 The Consultant shall provide monitoring of ITS equipment failures in accordance with current and future operating procedures and tools. System Operators shall acknowledge and evaluate the system reported failure. Upon verification of equipment failure, the Consultant shall call for appropriate repairs, and return equipment to on-line status upon completion of repairs. The Consultant shall provide notification of State-network equipment failures by calling the NYSDOT HelpDesk. The making of telephone calls to and the receipt of telephone calls from applicable system maintenance personnel are also required. Task 2 Consultant personnel are not responsible for physical equipment repairs.

b.7 The Consultant shall accept reports from TMC partner agencies and other authorized personnel regarding the malfunctioning of any State-owned ITS electronic equipment and TMC assets, and subsequently notify the appropriate maintenance personnel of the need for repairs. The Consultant shall keep records of all reports of equipment malfunctions and shall keep record of notifications to maintenance personnel for repair requests and maintenance personnel’s notification to TMC of the completed work.

b.8 The Consultant may be directed by the State to reconfigure the ITS. Upon failure of equipment, and upon return to operation of failed equipment, the ITS reconfigures itself to deal with the new equipment configuration in a
manner that achieves the greatest system compatibility (i.e., automatic failure management). System Operators may manually intervene in the reconfiguration process to improve its operation, as warranted.

b.9 From time to time the State may upgrade the application programs in the ITS or State-network computers. Upon request of the State, the Consultant shall allow time during normal working hours for the State to work on upgrading said programs.

b.10 The Consultant shall participate in the management of traffic incidents by making appropriate notifications and activating motorist information resources from the TMCs. A description of systems currently used at each TMC will be provided upon request. New and other systems may be added, merged or removed in the future. Problems encountered with any of the systems must immediately be reported to the appropriate systems support personnel.

b.11 The Consultant shall participate in post-incident debriefings as called upon by partner agencies or other agencies involved in managing a major traffic-generating incident or event, to determine whether existing operating procedures should be changed. This work also may include travel to meetings away from the TMCs.

b.12 As directed by the State, the Consultant shall periodically back-up ITS software, archive data records and generate reports of archived data.

b.13 The Consultant shall utilize State supplied reporting or monitoring equipment.

b.14 The Consultant shall respond to inquiries about ITS operations as directed by the State. Inquiry responses may involve email transmittals, telephone conversations, providing supporting data for evaluation and use by the State, preparation of reports, accommodation of visitors, providing tours at the center, and meetings at locations away from the TMCs.

b.15 The Consultant shall provide human monitoring of closed circuit television, police radio channels, public safety computer-aided dispatch terminals, internet based information sources and software programs, NYSDOT radio transmissions, and other devices within the TMCs.

b.16 The Consultant shall receive and disseminate information about roadwork, highway incidents, and special event information. Dissemination methods include, but are not limited to, telephone calls, electronic messaging, and entries into the State’s 511NY system.

b.17 The TMCs are the official incident notification point for NYSDOT. At any time of the day or night, and any day of the week, the Consultant shall receive and appropriately respond to reports from police and other authorized personnel regarding requests for NYSDOT personnel to respond to or be notified of incidents and/or situations affecting the Department. The Consultant shall contact the appropriate NYSDOT personnel, keep records of all reports of these requests, and shall record the details of how these requests were handled.

b.18 The Consultant shall have routine exchange of information with TRANSCOM, an association of various public transportation and enforcement agencies from New York, New Jersey, and Connecticut which was formed for
the sharing of transportation operational information and resources. JTMC frequently responds to requests from TRANSCOM for use of its ITS resources (variable messaging signs, highway advisory radio, 511NY advisory messages). These messages typically concern traffic problems or construction activities on facilities that are owned by agencies that are members of TRANSCOM. This type of interaction occurs at least weekly. In addition, TRANSCOM is routinely notified about major problems on roads in NYC. Occasionally, TRANSCOM member agencies are requested to use their ITS resources to advise motorists of travel conditions on NYC roads. These requests for resource activations are formally exchanged through email transmittals. Routine exchange of information also includes the other Downstate Regions (Region 8 & Region 10) and Main Office, Albany, NY.

**TASK 3: Roadwork Information Dissemination and Construction Permit Coordination**

a. SUMMARY

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

In addition, JTMC will be involved in Preliminary Design Phases 1-4 for Regional Capital Construction Projects. Regional Design Engineers will provide project limits, construction start and finish dates, proposed lane closures, Work Zone Traffic Control plans, and hourly traffic volumes, if available. JTMC will review NYC Office of Construction Mitigation and Coordination (OCMC) standard Limited Access Highway restrictions for road closure times, perform spot hourly volume checks within the project limits, and considering Driver First concepts, help determine the optimal recommended road closure times.

b. Sub-Task Description

b.1 The Consultant shall designate a Transportation Analyst II who will be responsible for the coordination activities and efforts of this task. The Transportation Analyst II will contact and coordinate with project Engineers-in-Charge for planned construction activities where lane closures or major traffic impacts are anticipated. The Transportation Analyst II will draft traffic advisory messages for the VMS, HAR and public websites to mitigate the impact to the traveling public resulting from these activities.

b.2 The Transportation Analyst II will interface with the Department and with other agencies/organizations to ensure information on road closures, lane closures and traffic diversions is given to the TMC for interagency notification, ITS resource activation and traveler information dissemination purposes. The Transportation Analyst II may attend meetings at the Regional Office or at field offices to become familiar with the project impacts on traffic and phasing of work, establish and maintain working relationships with
project contacts, and confirm the time frame of the lane or road closures. Task 1 personnel and the NYSDOT TMC Manager will assist in the determination of which meetings to attend.

b.3 The Consultant shall assist the Department in ensuring that disruption of traffic flow due to construction, maintenance, or other planned activities is minimized. Coordination with NYSDOT Engineers-in-Charge, Maintenance, NYC agencies & TRANSCOM, and designated project contractor and consultant staff will be necessary to gather information related to roadway or lane closures.

b.4 The Consultant is responsible for compiling a weekly construction advisory containing planned lane closures for the upcoming weekend and following week. The advisory is distributed directly to partner agency staff, and submitted to the Region’s Public Information group for transmitting to the media.

b.5 The Consultant is responsible for continual updating and QA/QC of the roadwork information on the 511NY website and phone systems. Roadwork information for lane closures is gathered from the coordination tasks above, as well as from the lane closures advisories prepared by the partner agencies.

b.6 The Consultant shall review the information received from the various sources and identify those locations where competing needs to close lanes will cause significant traffic delay or congestion. The Consultant shall coordinate with the partner agencies and Regional Construction to develop and implement mitigation plans utilizing the ITS resources to the extent possible to address anticipated traffic problems.

b.7 The Transportation Analyst II will coordinate the flow of information between construction projects in and around New York City and the JTMC.

b.8 Coordination with New York City agencies is critical since these agencies general activities that impact traffic on the roadways within New York City. The Consultant shall work with these agencies and JTMC agencies to minimize the traffic problems resulting from the roadwork activities.

b.9 The Consultant shall also designate a Construction Permit/Field Tech Coordinator who will be responsible for the coordination activities and effort of this and below subtasks. Develop with Traffic and Safety and Mobility unit a check list for Regional Designers to use during Detailed Design phase when proposing road closures.

b.10 Attend progress meetings with project designers and OCMC staff. Use existing and developing construction coordination conflict tools to help determine recommended road closures.

b.11 With assistance from Regional Designers, develop a Work Zone Traffic Control document to track/plan current and future Construction, Design & Maintenance projects.

b.12 Coordinate with the Field Technician logistics, equipment and safety needs with the Project Manager and Operations Manager.

**TASK 4: Training and Updating of Procedures**
a. SUMMARY

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

b. Sub-Tasks Description

b.1 The Consultant shall provide training to both newly hired and currently assigned TMC operations staff. Training shall be provided when new Consultant staff is assigned to TMC operations. Training shall include extensive on-the-job training utilizing the ITS workstations for at least a one-month period and be consistent with current operating procedures. Training shall also be necessary when new ITS systems are brought into operation. Additional in-house or external training of staff, as directed or approved by the State, may be necessary or recommended to enable continuous evaluation, improvement and expansion of the staff’s operations, communications and coordination roles.

b.2 As directed, the Consultant shall update operating protocols and procedures, and include any new policies, directives and guidelines issued by the State for use in the TMC. Due to the nature of operations, this shall be an ongoing task that will take place at any time a protocol or procedure needs to be updated. This shall include revised instructions for the operators covering all of the basic events to which the JTMC responds, including responses to hardware, software and communication failures; responses to roadway incidents; preparation of sign messages; communicating with partner agencies; operating the ITS in response to planned and unplanned events; and related actions. The Consultant shall, at a minimum, review all operating protocols and procedures on a semi-annual basis and provide NYSDOT with recommendations for changes to account for current operational conditions. Training can be conducted at the JTMC and shall include formal classroom style exercises as well as extensive hands-on training. The training shall provide for testing of trainees to ensure that they are fully trained prior to being assigned to the operations tasks. It shall also include assignment to the operations tasks for at least a one-week period under the supervision of a Shift Supervisor prior to being assigned as an independent Operator. This applies to both new operators and operators who require remedial training.

b.3 Any additional reporting requirements by the Region and Main Office shall be incorporated into procedures and daily operations

b.4 The Consultant shall participate in updating operating protocols and procedures (includes partner agencies). This task includes Consultant work necessary to recommend and, with State approval, implement changes to operating procedures, including incident management, agency notification and resource activation procedures.
b.5 NYSDOT may ask the Consultant to train their personnel to conduct State approved experimental, operational exercises, designed by others, including non-standard procedures and methods to be used in the conduct of any research experiment.

b.6 In order to keep the JTMC’s staff current with their operational abilities, the Consultant shall conduct “in-service” training (at JTMC) to all operations staff. This shall be in the form of a “paper” exercise or other NYSDOT approved method, and shall take place at least once per month.

b.7 NYSDOT will provide training to the Task 10 staff specific to equipment and systems operated by NYSDOT. Any costs associated with general continuing education, certification classes, or educational and professional activities are not reimbursable or chargeable to the project.

b.8 The System Operator III will be responsible for the activities and efforts of this Task.

**TASK 5: Field Support Operational & Technical Services**

**a. SUMMARY**

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

The Consultant shall assign three (3) Field Technicians for the activities and efforts in this task. During the term of the contract, the roadways covered by ITS equipment may change. If the State deems that a change in staffing is necessary to support the system, the Consultant will be notified. This task requires Field Technicians to travel in the NYC metropolitan area and is not limited to NYC boundaries.

**b. Sub-Tasks Descriptions**

b.1 The Its field hardware is maintained by the State through independent providers. The Consultant, as described in Task 2, will report identified equipment failures to these providers and request that corrective actions be taken. Under this Task, the Consultant shall monitor the activities of the independent maintenance providers by field verification and record keeping of repair actions.
b.2 As requested by the State, the Consultant shall provide overtime support services. Occasional services outside normal work hours may include participation in field reviews to verify functionality or the repairs performed and associated record keeping, to identify or verify maintenance needs, and additional operational and technical support needs that may occur as well as other unforeseen circumstances. The Consultant shall provide these overtime services using full-time staff assigned to the overall task, or with other project staff as applicable. A representative of the Consultant shall be on-call all times for this task.

b.3 On a weekly basis, the Consultant shall schedule and conduct a visual, drive-by inspection in the field of ITS equipment and hardware to assist in providing stable and effective operations of the systems from JTMC. A monthly check list describing the equipment inspected and its condition shall be provided to the State. The State will use the results of the drive-by inspection to assure the effectiveness of the ITS.

b.4 On a weekly basis during daytime and nighttime shifts, the Consultant shall schedule and conduct patrols of highways which have VMS installed on them. The Consultant shall visually check the condition of VMS text message appearance and illumination. The State will use the results of the patrols to schedule repair or maintenance work to assure the effectiveness of the VMS.

b.5 The Consultant shall maintain an ITS operational equipment inventory. This consists of all VMS, CCTV, and HAR used for traveler information.

b.6 The Consultant shall provide equipment status information and assist the State in resolving trouble tickets and work orders. The Consultant shall assist the State with expediting the processing of all work orders, invoices and other critical paper work associated with the day-to-day operations of the ITS.

b.7 The Consultant shall assist the State with planning safe and visible locations of portable variable message signs (PVMS) decided to be deployed for traffic management purposes. If reliable remote communication to the signs is established, it may be determined that the Consultant is able to activate and remove messages on these portable signs from the JTMC.

b.8 Some of this work will take place at equipment locations external to the JTMC. Consultant personnel will be responsible for operating field vehicles, and the Consultant will be responsible for providing amber warning lights and safety apparel to Task 5 personnel. The Consultant personnel shall conform to all appropriate NYSDOT safety and work zone procedures.

**TASK 6: Traffic Systems Administration and Support Services**

a. **SUMMARY**

This Task consists of coordinating the systems installation, recollection and maintenance of ITS at the JTMC for optimal utilization (including any system installation at the satellite office). The Consultant shall assign a System Engineer I/II for the activities and efforts in this Task.
A System Engineer I/II will coordinate the flow of information between ITS installation or maintenance contracts and the JTMC. They System Engineer I/II will interface with systems support personnel and with other agencies/organizations to coordinate the scheduling of work on JTMC equipment, monitor and keep a record of all work done in the equipment room, and ensure that problems with JTMC hardware, software and system are reported to the appropriate parties for identification and resolution. The System Engineer I/II will attend meetings at the Region or at field offices to become familiar with the impacts of the various systems’ installation, relocation, integration and maintenance activities on the operation of the JTMC.

b. Sub-Tasks Description

b.1 The Consultant shall designate a System Engineer I/II for the contract who will be responsible for the activities and efforts of this Task. The System Engineer I/II will contact and coordinate with those parties impacting JTMC’s central equipment and/or affecting utilization of the ITS on a 24/7 basis.

b.2 The Consultant shall maintain an inventory of JTMC central equipment and take actions to ensure that disruptions of central system operations due to planned or unplanned activities are minimized. Coordination with personnel from JTMC partner agencies, TRANSCOM, private contractors and utility companies to gather information regarding central system installation, relocation, integration, and maintenance disruptions.

TASK 7: Critical Transportation Incident Support Services

a. SUMMARY

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

The Transportation Analyst II will assist JTMC to follow the Region 11 JTMC Notification and Reporting Protocol, and assist the Office of Operations and Incident Command Team. The Transportation Analyst II will interface with NYSDOT staff, JTMC partner agencies and other agencies and organizations to ensure JTMC has accurate and updated transportation information to report to NYSDOT management and Statewide Transportation Information Coordination Center (STICC). The Transportation Analyst II will attend meetings at NYSDOT or other agency offices to become familiar with emergency management and incident information flows, establish and maintain working relationships with transportation information contacts, and continually update and optimize critical incident and event information sharing among JTMC partners and involved parties.
b. Sub-Tasks Description

b.1 The Consultant shall designate a Transportation Analyst II for this contract who will be responsible for the activities and efforts of this Task. The Transportation Analyst II will develop JTMC communication protocols and maintain contacts with agencies and organizations to ensure JTMC receives and reports accurate, consistent and timely information during those higher-level incidents and events which impact the transportation network.

b.2 The Consultant shall develop and maintain lists of critical incident contact names and phone numbers, and set up lists, tables and procedures as necessary to prepare JTMC for reporting higher-level incidents and event information. Coordination with NYSDOT staff, JTMC partner agencies, other NYC offices and agencies and TRANSCOM will be necessary to gather information related to transportation system disruptions.

b.3 The Consultant is responsible for developing, monitoring, scheduling and updating the 511NY system’s floodgate messages, which is what the public sees or hears as a priority when visiting the website or calling the interactive voice response telephone number. These messages advice the public of higher-level incidents and events which impact the transportation network and must be concise and posted in a timely manner. Initial requests and subsequent updates for 511NY floodgate messages must be sent to the TICC in Albany, NY for recording and posting.

**TASK 8: Performance Measures – Compliance with USDOT Mandates, Traffic Data Collection, Analysis and Reporting**

a. SUMMARY

This Task covers work by the Consultant to provide traffic data collection services, fulfill requests for archived data records and generate traffic data reports using the traffic detection and data collection functions of the ITS. The Consultant shall assign a Transportation Analyst I for the activities and efforts in this Task. The Transportation Analyst I will attend meetings at the Department or other agencies offices to become familiar with traffic data requirements, develop consistent report formats, establish and maintain working relationships and improve traffic data sharing among JTMC partners and other involved parties.

The Transportation Act provides Federal-aid highway funds to the States, and ties Federal surface transportation funding to States’ actual improvements in transportation system performance. By establishing performance targets and measuring and tracking performance, States will be held accountable for improving the performance of their transportation system.
b. **Sub-Task Descriptions**

   b.1 The Consultant shall designate a Transportation Analyst I for the contract who will be responsible for the activities and efforts of this Task. The Transportation Analyst II will fulfill requests for archived data records and generate traffic data reports using the traffic detection and data collection functions of the ITS.

   b.2 The Consultant shall coordinate with NYSDOT staff, JTMC partner agencies, and involved stakeholders to develop consistent report formats that will benefit said parties for planning and operations activities. The Consultant will fulfill request for collected traffic data from these parties or Public Information as instructed.

   b.3 The Consultant will designate additional Transportation Analysts to assist the State with activities and efforts of meeting the requirements of the Transportation Act. The Consultant will measure and track the operation of the surface transportation system in Region 11 using available data sources and interfaces to quantify how the traveler is benefiting from reductions in congestion, accidents and travel time. Analysis of the real-time data will enable the State to know how well the surface transportation system is working over time. The Transportation Analysts will prepare reports and status updates ensuring the State continues to meet Federal funding requirements.

   b.4 In coordination with the Project Manager, Operations Manager, and , prepare weekly, monthly and biannual performance measures reports and dashboards in compliance with USDOT mandates.

**TASK 9: ITS Data Quality Assurance Services**

a. **SUMMARY**

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

b. **Sub-Task Descriptions**

   b.1 The Consultant shall assign an Transportation Analyst I staff member for this Task. The individual will be responsible for reviewing systems at JTMC, and electronic media outlets that utilize and redistribute JTMC data, for ITS data
quality assurance. The Consultant will fulfill requests for data input and display quality for State websites.

b.2 The individual will also establish document handling and storage procedures for ITS data and material related to the JTMC, and will coordinate with the Region 11 Construction Group and the JTMC Construction Coordinator for electronic storage and display of roadwork-related information.

**TASK 10: Transition**

a. **SUMMARY**

This Task shall only be required if the Consultant is not designated for award of a contract to replace this contract. To ensure a seamless transition between the Consultant and a future designated consultant, NYSDOT will establish a transition period during which the Consultant will work with the future designated consultant to provide the necessary coordination and services to maintain the ITS operations at the JTMC without interruption of service during the transition.

b. **Sub-Task Descriptions**

b.1 Upon notification by the JTMC Manager, the Consultant will develop a Transition Plan and submit the Plan to the JTMC Manager for approval within 30 days of notification. The transition plan will include the following:
- The schedules, assignments, holiday and sick leaves of all staff before and during the transition.
- Identifying the required system operations requirements during transition.
- Address concerns and emergency requirements for coverage of the TMCs.

b.2 After review by the JTMC Manager, the Consultant will participate in meetings with any partner agencies to address any concerns prior to transition.

b.3 At the discretion of the JTMC Manager, the Consultant will participate in meetings with any partner agencies to address any concerns prior to transition.

b.4 At the discretion of the appropriate TMC Managers, the Consultant and its Key Personnel will participate in meetings with the future designated Consultant.

b.5 The Consultant will provide technical support for equipment malfunctions during the transition.

b.6 The Consultant will identify any additional system requirements prior to transition.

b.7 The requirements and formats of the transition plan will be developed in consultation with NYSDOT staff.
b.8 The Consultant shall return to the JTMC Manager all NYSDOT property including cell phones, vehicles, etc.

b.9 At the end of the contract, the Consultant shall return to NYSDOT all data owned by NYSDOT and remove such data from any electronic equipment owned by the Consultant.

4.6 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 Manager
- Operations Manager
- Systems Engineer II
- Transportation Analyst II
- Shift Supervisor/System Operation 4

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

<table>
<thead>
<tr>
<th>Proposed JTMC Personnel &amp; Schedule</th>
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<tbody>
<tr>
<td>OPERATIONS</td>
</tr>
<tr>
<td>Project Manager (1)*</td>
</tr>
<tr>
<td>Operations Manager (1)*</td>
</tr>
<tr>
<td>Shift Supervisor/System Operator 4 -AM (1)</td>
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<td>Shift Supervisor/System Operator 4 -PM (1)</td>
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<tr>
<td>Shift Supervisor/System Operator 4 – Overnight (1)</td>
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<tr>
<td>System Engineer I (1)</td>
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<td>System Engineer II (1)</td>
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<td>Transportation Analyst II (2)*</td>
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<td>Transportation Analyst I (3)</td>
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<tr>
<td>System Operator III (5)**</td>
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<td>System Operator II (12)**</td>
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<td>System Operator II (9)**</td>
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<tr>
<td>System Operator I</td>
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<tr>
<td>System Operator Trainee</td>
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<tr>
<td>Field Technicians (3)**</td>
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</tbody>
</table>

*Project Manager, Operations Manager & Transportation Analyst II
• On Call 24/7 for emergency events

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

***Field Technical Shift Times (Mon-Fri and on call as needed on weekends)
  • 6:00am-2:30pm
  • 1:00pm-9:30pm
  • 6:00pm-2:30am

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.
4. **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 10 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 fifteen (15) Contract Job Titles to be included in this agreement are:

1. Project Manager (1) (KEY)
2. Operations Manager (1) (KEY)
3. System Engineer II (1) (KEY)
4. Transportation Analyst II (2) (KEY)
5. Shift Supervisor/Operator IV (3) (AM, PM, Overnight) (KEY)
6. System Operator III (5)
7. System Operator II (12 Full-Time, 9 Part-Time)
8. System Operator Trainee
9. Transportation Analyst I (3)
10. Field Technicians (3)

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

NOTE: NYSDOT reserves the right to contact any and all references provided by the Proposing firm as well as any firms cited in the experience section of a proposal but not offered as a reference. Experience 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 JTMC. 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 JTMC System. NYSDOT reserves the option to reduce the number of hours of operation of the JTMC 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:

JTMC Contract Job Titles
11. Project Manager (1) (KEY)
12. Operations Manager (1) (KEY)
13. System Engineer II (1) (KEY)
14. Transportation Analyst II (2) (KEY)
15. Shift Supervisor/Operator IV (3) (AM, PM, Overnight) (KEY)
16. System Operator III (5)
17. System Operator II (12 Full-Time, 9 Part-Time)
18. System Operator I
19. System Operator Trainee
20. Transportation Analyst I (3)
21. Field Technicians (3)

The Contract Job Titles
Each Cost Proposal must contain a labeled Cost Proposal Spreadsheet which includes the following worksheets: Salary Schedule, Staffing Schedule, Sample 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 System Operators’ Approved Minimum Hourly Rate for Year 1* of the Contract shall be as follows:
  o System Operator III – $TBD
  o System Operator II– $TBD
  o System Operator I - $TBD
  o System Operator Trainee - $TBD

*The System Operator’s Minimum Hourly Rate for Years 2 and 3 of the contract will be based on the 2% escalation as calculated in Attachment 17: Cost Proposal Spreadsheet. The System Operators’ Minimum Hourly Rate for the optional extension years will subject to the rate adjustment rule below.

• The State will only pay an overtime premium for the following Contract Job Titles: Transportation Analyst I & II, Shift Supervisor/System Operator IV System Operator III, System Operator II, System Operator I, System Operator Trainee, Field Technicians. 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 the JTMC. 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 2% 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: https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions?nd=nysdot
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 12 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 JTMC system. (up to 7 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 5 points)
c. Degree to which the proposing firm’s ability to coordinate activities (routine and non-routine) within the JTMC 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 3 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 B, Exhibit 5 Years 1-3, 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 to not 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 three (3) 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 August 3, 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: #C037716, OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY 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.
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/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release Date</td>
<td>July 2, 2018</td>
</tr>
<tr>
<td>Pre-Proposal Webinar</td>
<td>July 13, 2018</td>
</tr>
<tr>
<td>Question Submittal Deadline</td>
<td>July 20, 2018</td>
</tr>
<tr>
<td>Proposal Due Date:</td>
<td>August 3, 2018</td>
</tr>
<tr>
<td>Recommendation &amp; Designation</td>
<td>End August</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. C037716

PROJECT: OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY FOR NYSDOT

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

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

WITNESSETH:

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

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

ARTICLE 1. PERFORMANCE OF WORK.

Subject to the provision of ARTICLE 14 hereof, the CONSULTANT shall perform all of the work described in SCHEDULE A generally in accordance with the CONSULTANT'S PROPOSAL and cause such work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this CONTRACT. The CONSULTANT shall perform the work in accordance with professional standards and with the diligence and skill expected of a company with extensive experience in the performance of work of the type described in SCHEDULE A. The CONSULTANT
shall furnish such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this AGREEMENT. It is understood and agreed that ________________________ shall serve as the CONSULTANT’s Project 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-I, 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 thereof, and that they will not, by reason thereof, 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 subcontract 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
ARTICLE 33. ENSURING PAY EQUITY BY STATE CONSULTANTS /CONTRACTORS.

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

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

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 17-02.

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

__________________________________________
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 _______, 20____ 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.

__________________________________________
FIRM

Date: __________________________

OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY FOR NYSDOT

APPROVALS

ATTORNEY GENERAL

THOMAS P. DI Napoli

STATE COMPTROLLER

By ________________________________ By ________________________________

Date ______________________________ Date ______________________________

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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 other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

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

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

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

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

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.
12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor’s equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the 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](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
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/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate 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

**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 agency1 the New York State Department of Transportation, the New York State Comptroller’s Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity’s fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

**THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance (CFDA), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

**THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education
- 20.219 Recreational Trails Program
- 20.XXX Highway Planning and Construction - Highways for LIFE;
- 20.XXX Surface Transportation Research and Development;
- 20.500 Federal Transit-Capital Investment Grants
- 20.505 Federal Transit-Metropolitan Planning Grants
- 20.507 Federal Transit-Formula Grants
- 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/
(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 notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

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

(b) The CONSULTANT will comply with Sections 291-299 of the Executive Law and Civil Rights Law and will provide all
information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to
its books, records, accounts other sources of information, and its facilities as may be determined by State or Federal officials to
be pertinent to ascertain compliance with such Regulations, orders and instructions. All such records must be retained for a
period of three years following completion of the contract work and shall be available at reasonable times and places for
inspection by authorized representatives of the State and the Federal Highway Administration.

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

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

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

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

The CONSULTANT shall provide on-the-job training aimed at developing full competence in the job classification involved.

The number of months of training to be provided under these special provisions is previously stated in 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: C037716
Contract Term to
Contractor Name: [Redacted]
Contractor Address: [Redacted]
Description of Services Being Provided: OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY 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: [Redacted] Phone #: [Redacted]
Date Prepared: / /

Use additional pages if necessary)
ATTACHMENT 2: CONSULTANT INFORMATION AND CERTIFICATIONS

CONTRACT NUMBER: C037716
PROJECT TITLE: OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY FOR NYSDOT

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 bound 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: ________________________________

Name/Title: ___________________________________________________________
Address: __________________________________________________________________________
Telephone: (____) _____________________ Email address: ________________________________
II. PROPOSER CERTIFICATIONS

By signing below, I _________________________________, authorized individual of ___________________________ make the following certifications regarding the ___________________________
subject proposal:

• 365-Day Offer: This Proposal is a firm offer for a 365-day period from the date of submission.
• The firm has read and will follow the procedure outlined in 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)
• 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 agency, a Member of Congress, and 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 the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
• If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
• The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

SIGNATURE: ______________________________________________

III. ACCEPTANCE OF CONTRACT

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

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

ACKNOWLEDGEMENT OF RECEIPT OF
RFP, MODIFICATIONS and RESPONSES TO QUESTIONS

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We hereby acknowledge receipt of OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY FOR NYSDOT, Contract #C037716 Request for Proposals, dated June 29, 2018 and subsequent responses to questions and Modifications issued by the Department, as listed below.

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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
### FORM A

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

State Agency Name: Transportation
Contractor Name: 
Contract Start Date: / /  
Contract End Date: / / 
Agency Code: 3900283
Contract Number: C037716

<table>
<thead>
<tr>
<th>O*Net Employment Category</th>
<th>Number of Employees</th>
<th>Number of hours to be worked</th>
<th>Amount Payable Under the Contract</th>
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Total this page: 0 0 $ 0.00

Grand Total

Name of person who prepared this report:
Title: 
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: C037716
Contract Term to
Contractor Name: 
Contractor Address: 
Description of Services Being Provided: OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY FOR NYSDOT

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

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

Total this page 0 0 $ 0.00
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 THEREOF CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

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

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will 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>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>NAME:</th>
<th>LEGAL RESIDENCE:</th>
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<tbody>
<tr>
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<tr>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
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<tr>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
</tr>
</tbody>
</table>
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 Legal name of person, firm or corporation

By: ___________________________ By: _____________________________

(Name, Title) (Name, Title)

Signature: ______________________ Signature: ___________________________

Address: __________________________ Address: __________________________

City, State, Zip: ______________________ 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 #C037716

<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>A. Prime Consultant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Subconsultants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
</table>

<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>
</table>
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 firm 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>
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</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 14 for each Key Personnel title identified in the RFP.
- Attachment 14 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>
<th></th>
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</thead>
<tbody>
<tr>
<td>2. Title assigned to this project:</td>
<td></td>
</tr>
<tr>
<td>3. Firm working for on this project:</td>
<td></td>
</tr>
</tbody>
</table>
| 4. Current employment status: | [ ] Employed by Firm identified in #3 above 
[ ] Employed by a different Firm 
_________________________ (Enter Current Employer) 
[ ] Unemployed |
| 5. Years relevant experience: |  |
| 6. Description of relevant experience: |  |
| 7. Certifications/Licenses: |  |
| 8. Education: |  |

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:

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

POSITION: Project Manager (KEY)

GENERAL FUNCTION: Consists of all work necessary to provide for the general management, oversight, QA/QC, and administration of the contract by the Consultant’s management and management support personnel. It also includes the procurement of general supplies and services necessary for the operations, participation in meetings, to assist the State in emergencies, snow, storms and other significant events, and in daily operation issues.

Specific duties include, but are not limited to:

- Responsible for the general oversight and management of all aspects of the contract. The PM is responsible for project QA/QC and for all Consultant staff (Prime and Subconsultant) working at the JTMC and the additional office space
- The PM will meet with the NYSDOT Project Manager regularly during the course of the contract to discuss general progress and direction of the JTMC operations
- Is the designated liaison with the State for the management of the contract, and will coordinate with the management of the subconsultants to fulfill the duties and obligations of the contract including daily operations
- Responsible for the invoices and monthly progress reports for the contract
- The PM may be asked by the State to interface with representatives of other agencies/organizations on issues related to the JTMC’s operations; the PM is expected to have JTMC-related activities as a full-time task
- Shall provide for the complete and proper employment, training, scheduling, and oversight of JTMC operations and field support personnel; this shall include accommodating vacations, sick leave, and other absences of all personnel by providing adequate training to relief and on-call personnel
- Coordinate and be the voice for all subconsultants working as part of the Consultant’s team or as a joint venture for this contract
- Procure general supplies and/or required services for JTMC use and operations; the supplies and/or required services to be procured include, but are not limited to, computer paper, copy and fax machine paper, computer printer cartridges, computer storage, notepaper, forms, logbooks, record-keeping supplies, internet service provider, computer virus protection licenses and upgrades, cleaning/sanitary services, copy and fax machine rental/maintenance, JTMC computer and facility parts & repairs, etc.; the purchase orders shall be issued and processed by the Consultant; all approved items purchased shall be reimbursed by the State as a direct non-salary cost to the contract; all purchasing shall be executed following applicable State procedures and will be subject to the approval by the State
- Participate in updating operating protocols and procedures (including partner agencies) and assist the Region in implementing changes to operating procedures
- Maintain records and documentation as directed to support the overall operations at the JTMC
- Prepare and submit monthly invoices and progress reports in accordance with applicable State and Federal requirements
- Administer a resource allocation plan and provide periodic task schedules for the project, which must be pre-approved by the State
• Provide adequate personnel and resources for all tasks and activities throughout the duration of the contract, including during State emergencies or standby conditions
• Assist the Incident Command team in emergencies, snow, storms, and other significant events
• Assist the Region to prepare the quarterly JTMC newsletter
• Prepare weekly, monthly, and biannual performance measure dashboards and reports in compliance with NYSDOT mandates.

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the NYSDOT Project Manager.

MINIMUM QUALIFICATIONS:
• Bachelor’s degree in a relevant field and a minimum of 10 years experience in the area of TMC/Traffic operations
• Extensive experience in managing projects and tasks from inception to completion
• 5 years experience in supervising a minimum of 15 employees
• 5 years experience in writing and revising scope and cost proposals, developing procedures and protocols, and equipment & supplies ordering, recordkeeping and inventory.

DESIRED QUALIFICATIONS:
• 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: Operations Manager (KEY)

GENERAL FUNCTIONS: Manage all aspects of the JTMC with internal and external ITS partners including maintenance, construction, public affairs, traffic, emergency service providers, transit, and other local agencies as necessary. Oversees day-to-day operations on a 24/7 basis.

Specific duties include, but are not limited to:
- Coordinate visits and tours of the JTMC with the general public, community organizations, government officials and regional leaders
- Receive external requests for ITS resources and coordinate efforts with the Construction Coordinator
- Build strong and effective bonds between the public and private partners
- Assist the Project Manager in keeping NYSDOT informed of the status of current efforts and all problems for which their assistance is required
- Meet with consulting firms, contractors, and City and NYSDOT officials to discuss JTMC issues
- Gather extraordinary incidents and resource logs for the monthly report sent to NYSDOT
- Create monthly summary of incidents culled from various daily summaries
- Advise and coordinate with other agencies/construction offices during on-going incidents
- Provide assistance and disseminate pertinent information to the entire staff to ensure that active incidents are handled properly
- Responsible for messages being placed on VMS and HAR for all active incidents; have input on all other preplanned VMS and HAR messages emanating from NYSDOT/construction/other agency coordination meetings
- Responsible for organizing training of the JTMC personnel
- Responsible for the personnel issues of the entire personnel
- Provide input on overall performance of the JTMC personnel to their specific firm’s project managers
- Ensure that the database of past incidents is properly managed
- Coordinate with System Administrator for equipment installations requested by NYSDOT or other agencies
- Coordinate with Field Technicians for systems maintenance reporting procedures including equipment problem tickets
- Update the operating protocols, to include new policies, directives and guidelines given; this shall include revised instructions for the operators covering all the basic events to which the JTMC responds, including responses to hardware failures; responses to roadway incidents; operating the TMC in response to events; and related actions
- Routine exchange of information with TRANSCOM, Downstate Regions (R8& and R10) and Main Office (Albany) operations centers.

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Project Manager.

MINIMUM QUALIFICATIONS:
- Bachelor’s degree in relevant area with a minimum of 5 years experience in developing and implementing operations policies and procedures
- Line management responsibilities
- Able to respond to problem situations 24 hours a day
DESIRED QUALIFICATIONS:

- Excellent communication skills; excellent organization skills; training in personnel management, public relations, or similar skills; ability to cope with stress and personnel problems
POSITION: Shift Supervisor/System Operator IV

GENERAL FUNCTIONS: Manage one shift and report to the Operations Manager. The Shift Supervisor/System Operator IV will be responsible for supervising the entire JTMC staff on duty, assisting Operations Manager in developing protocols, standard operating procedures, and ensuring compliance with accepted guidelines and practices.

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

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Operations Manager

MINIMUM QUALIFICATIONS
- Associate’s degree in relevant field with a minimum of 4 years experience in developing and implementing operations policies and procedures in a TMC type facility
- Line management responsibilities
- Experience supervising multiple personnel

DESIRED QUALIFICATIONS:
- Excellent communication skills; ability to react under stressful situations professionally; capable of performing tasks simultaneously;
POSITION: Transportation Analyst II

GENERAL FUNCTIONS: Assists NYSDOT in minimizing the impact of construction, maintenance, and other activities on the motoring public. The Transportation Analyst II will coordinate the flow of information between construction contracts and the JTMC, interface with NSYDOT and with other agencies/organizations to ensure information on road closures, lane closures and traffic diversions is given to JTMC for interagency notification and motorist information dissemination purposes, will attend meetings at the Region or at project field offices to become familiar with the project’s impact on traffic, phasing of work and time frames for the closures. Support JTMC operations during high and critical level incidents (including emergencies, snow, storms, and other significant events), to gather, coordinate and report factual incident management, traffic conditions and transportation network status to NYSDOT personnel via Transportation System Status Reports, email messages, phone or fax communications.

Specific duties include, but are not limited to:

- Manage roadwork entries on NY Open Reach and 511NY systems for advisories to the public
- Coordinate with NYSDOT’s Engineers-in-Charge as well as NYSDOT roadway and bridge maintenance, NYC agencies, TRANSCOM, MTA, and Port Authority of NY & NJ for planned construction activities and lane closures where major traffic impacts are anticipated
- Assist JTMC Operators to develop messages that can be placed on the VMS to mitigate the impact to the traveling public
- On a weekly basis, review roadwork information received from the various sources and identify those locations where competing needs to close lanes will cause significant traffic delay or congestion
- Review proposed Construction time frames for conflicts with NYC Gridlock, Holiday Embargo and Planned Event schedules
- Interface with NYSDOT personnel, partner agencies, NYCDOT and NYPD, and with other agencies/organizations to ensure JTMC has accurate and updated transportation information to report to Department management and the Statewide Transportation Information and Coordination Center (STICC) when required
- Attend meetings at NYSDOT or other agency offices to become familiar with emergency management and critical information flows
- Continually update and optimize critical incident and event information sharing among JTMC and involved agencies
- Develop JTMC communications protocols and maintain contacts with agencies to ensure JTMC received and reports accurate, consistent and timely information during critical incidents and events impacting the transportation network in the Region
- Develop and maintain a list of critical incident contacts names and phone numbers, and set up lists, tables and procedures as necessary to prepare JTMC for reporting critical incident and event information
- Assist other Transportation Analysts II and Transportation Analysts I with preparing HAR scripts
- Real-time traffic and resource information and coordination with Statewide and NYC emergency centers

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Project Manager and Operations Manager

MINIMUM QUALIFICATIONS:
- Bachelor’s degree in Engineering or Computer Science, or Information Science
- Minimum 5 years experience in roadwork and work zone traffic control
- Possess a valid Driver’s License;
• Able to respond to emergency situations as needed 24 hours a day.

**DESIRED QUALIFICATIONS**
• Capable of performing several tasks simultaneously; good interpersonal skills and ability to train others; able to perform with minimum supervision;
POSITION: Transportation Analyst I

GENERAL FUNCTION: JTMC will be involved in Preliminary Design Phases 1-4 for Regional Construction Projects. Regional Design Engineers will provide project limits, construction start and finish dates, proposed lane closures, Work Zone Traffic Control plans, and hourly traffic volumes, if available. JTMC will review NYC Office of Construction Mitigation and Coordination (OCMC) standard Limited Access Highway restrictions for road closure times, perform spot hourly volume checks within the project limits and, considering Driver First concepts, help determine the optimal recommended road closures. Data collection, analysis, and reporting, distribution of traveler information, review reports for accuracy, compile and store ITS information. Measure and track surface transportation systems in Region 11, analysis of real-time data.

Specific duties include, but are not limited to:

- Develop with Traffic Safety and Mobility a checklist for Regional designers to use during detail design phase when proposing road closures
- Attend meetings with NYDOT, and other agencies, project designers and OCMC staff; use existing and developing construction coordination conflict tools to help determine recommended road closure times
- With assistance from Regional designers, develop a Work Zone Traffic Control document to track/plan current and future Construction, Design & Maintenance projects
- Coordinate Field Technician logistics, equipment and safety needs with the Project Manager and Operations Manager
- Fulfill requests for archived data records
- Generate traffic data reports using the various traffic systems
- Coordinate actions with NYCDOT, NYPD, NYC Department of Planning, NYMTC, MTA, PANY&NJ, and TRANSCOM to provide consistent archived data and report formats
- Fulfill requests for reports and traffic data from Public Information Office for release to the public
- Perform studies to compare historical versus current traffic delay and travel time data for highway corridors, segments or work zones
- In coordination with the Project Manager and other Transportation Analysts, prepare weekly monthly and biannual performance measure dashboards and reports in compliance with USDOT mandates
- Review systems at the JTMC, and electronic media outlets that utilize and redistribute JTMC data for ITS quality assurance, fulfill requests for data input and display quality for State websites
- Establish document handling and storage procedures for ITS data and material related to the JTMC and will coordinate with Region 11 Construction Group and the JTMC Construction Coordinator for electronic storage and display of roadwork related information
- Gather information and analyze data for crash and travel time performance measures
- Collect and analyze historical incident information for identifying secondary incident areas
- Determine recovery time performance measures
- Provide support services for NYSDOT’s traffic incident management activities

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Project Manager and Operations Manager

MINIMUM QUALIFICATIONS:
- Bachelor’s degree in Engineering or Computer Science, or Information Science
- Minimum 3 years experience in roadwork and work zone traffic control
- Possess a valid Driver’s License;
• Able to respond to emergency situations as needed 24 hours a day.

**DESIRED QUALIFICATIONS:**

• Working and getting along with others in a team environment, especially in a joint venture and a joint center
• Excellent communication skills
• Excellent computer skills
POSITION: Field Technicians

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

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

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Operations Manager.

MINIMUM QUALIFICATIONS:
- Associates degree in IT or technology field, 5 years of experience installing, maintaining and troubleshooting traffic field equipment
- Trained in the use of computers, database, radio communication, ITS equipment functions, equipment manuals, plan reading
- Possess valid driver’s license

DESIABLE QUALIFICATIONS:
- Ability to react under stressful situations, excellent communication skills, ability to cope with job stress resulting from odd work schedules
POSITION: System Operator III

GENERAL FUNCTION: Oversees the operations floor, directing System Operators and assuring all incidents are handled properly. Assist operators during busy times, check all paperwork and make sure resources (e.g., VMS, HAR) are running properly. System Operator III is the acting manager on duty in the absence of the Operations Manager or Shift Supervisor/System Operator IV

Specific duties include, but are not limited to:

- Supervisor on duty in absence of Operations Manager or a Shift Supervisor/System Operator IV
- Assist managers in training of staff – oversee and provide training for new staff assigned to JTMC operations; training shall include extensive on-the-job training utilizing the ITS workstations for at least a one-month period and will be consistent with current operating procedures; training shall also be necessary when new systems are brought into JTMC operations; additional in-house or external training of staff, as directed or approved by NYSDOT, may be necessary or recommended to enable continuous evaluation of their operations, communications and coordination roles
- Provide incident coordination activities on a monthly basis for Regional Traffic Safety and Mobility report
- Assist Shift Supervisor/System Operator IV in conducting performance evaluations
- Complete checklist at the beginning of each shift; exchange information with the System Operator III being relieved at the beginning of the next shift as well as the System Operator III at the end of the shift
- Alert operators to new memorandums, procedures, policies, and special projects and requests
- Ensure that workers are alert and focused and that all incidents are monitored on a continuous basis
- Convey a professional attitude and work ethic, and set positive examples for system operators
- Assist operators in every aspect of their duties
- Resolve control room problems and staff complaints (confer with Operations Manager and Shift Supervisor/System Operator IV, if necessary)
- Relieve System Operators during allowed break times
- Supervise transition period between shifts to make sure pertinent information (e.g., open incidents, equipment status, staffing, etc.)
- Involved in and/or aware of each incident that occurs during the shift
- Maintain the JTMC hand-written log of incidents
- Verify that every JTMC VMS has correct messages displayed and that entries are added to the Active Resource Book
- Verify the accuracy and completion of all JTMC incident forms, reports, checklists, documents, and initial Incident Summary Reports
- Move hard copies of reports from binders to appropriate file; make sure binders are up-to-date (e.g., Incident Reports, Operator Checklist, VMS Special Requests, etc.)
- Troubleshoot computer equipment failures and maintain traffic database
- Organize and verify equipment problem tickets, then forward them to NYSDOT
- Maintain a database which tracks equipment tickets including when tickets are opened, updated, and closed
- Overnight System Operators IIIIs are responsible for keeping all construction faxes up-to-date and to prepare the daytime crews for roadwork that will be occurring in the coming day(s)
- Assign Shift assignments to System Operators weekly
- Create tickets for faulty or broken equipment
• Work with contractors and consulting firms to maintain the system
• Monitor operator Sign-in Book

**ORGANIZATIONAL RELATIONSHIPS:** Reports directly to the Shift Supervisor/System Operator IV and Operations Manager

**MINIMUM QUALIFICATIONS:**
- Associate’s degree required.
- 6 years experience in a TMC type facility and/or traffic management with supervisory and training responsibilities;
- Possess a valid Driver’s license

**DESIRED QUALIFICATIONS:**
- Excellent communication skills; demonstrates ability to react under stressful situations professionally; capable of performing several tasks simultaneously; must be able to perform with minimum supervision.
POSITION: System Operator II

GENERAL FUNCTION: Operate various JTMC system workstations and monitor traffic conditions

Specific duties include, but are not limited to:

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

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the System Operator III and Shift Supervisor/System Operator IV

MINIMUM QUALIFICATIONS:

• High School diploma or equivalent is required.
• 4 years experience in a TMC type facility and/or Traffic Management
• Basic training in the use of personal computers and databases
• Ability to use roadway maps and basic knowledge of roadway elements
• Possess valid Driver’s license

DESIRED QUALIFICATIONS:
• Excellent communication skills; ability to cope with job stress resulting from odd work schedules; capable of working well with co-workers and NYSDOT staff; good interpersonal skills; perform with minimum supervision.
**POSITION:** System Operator I/System Operator Trainee

**GENERAL FUNCTION:** Operate various JTMC system workstations and monitor traffic conditions

Specific duties include, but are not limited to:

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

**ORGANIZATIONAL RELATIONSHIPS:** Reports directly to the System Operator III and Shift Supervisor/System Operator IV

**MINIMUM QUALIFICATIONS:**

- High School diploma or equivalent is required.
- System Operator I - 1 year experience in a TMC type facility and/or Traffic Management Center
- System Operator Trainee – Less than 1 year experience in a TMC type facility and/or Traffic Management Center – May advance to System Operator I after 1 year satisfactory performance and the approval of the Operation Manager.
- Basic training in the use of personal computers and databases
- Ability to use roadway maps and basic knowledge of roadway elements
- Possess valid Driver’s license
DESIRED QUALIFICATIONS:
- Excellent communication skills; ability to cope with job stress resulting from odd work schedules; capable of working well with co-workers and NYSDOT staff; good interpersonal skills; perform with minimum supervision.

POSITION: System Engineer I/II (KEY)

GENERAL FUNCTION: Coordinating the installation, relocation and maintenance of the TMC at the JTMC and to assist management and operations to optimally utilize TMC hardware, software and systems.

Specific duties include, but are not limited to:
- Coordinate the flow of information between ITS installation, maintenance and the JTMC
- Interface with installation, maintenance personnel and with the other agencies/organizations to coordinate scheduling of work on the JTMC equipment
- Monitor and keep record of all work done in the equipment room
- Ensure the reporting of JTMC hardware, software and system problems are disseminated to the proper parties for identification and resolution
- Attend meetings at the Region or at field offices to become familiar with the impacts of system installation, relocation or maintenance activities to the JTMC
- Contact and coordinate with those parties impacting the JTMC central equipment and/or affecting 24/7 utilization of the ATMS
- Develop and maintain an inventory of JTMC central equipment and ensure that disruptions of central system operations due to planned or unplanned activities are minimized
- Coordinate with construction projects Engineers-in-Charge, personnel from NYSDOT maintenance, NYC agencies, TRANSCOM, private contractors and utility companies to gather information regarding central system installation, maintenance and disruptions

ORGANIZATIONAL RELATIONSHIPS: Reports directly to the Project Manager or Operations Manager

MINIMUM QUALIFICATIONS:
- Associates degree in engineering or IT and a minimum of 5 years experience in operating complex IT systems; software design/development and system/database administration
- 3 years experience with MSSQL+Server, Microsoft Excel and Access
- Able to respond to problem situations 24 hours a day
- Possess a valid driver’s license

DESIRED QUALIFICATIONS:
- 5 years experience with ATMS/ATIS system software
- Experience with coaxial, fiber optic and wireless communication systems; VMS, CCTV, traffic sensors and related electronic and electrical equipment; detection system firmware; cellular, serial; programming skills (C, C++, JAVA, etc.)
- Demonstrates ability to react under stressful situations professionally; capable of performing several tasks simultaneously; have good interpersonal skills and ability to train others; perform with minimum supervision.
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 2018 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 #C037716.

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 Sheet** tab:
   a. Enter in Row 10 (shaded blue), the name of the Prime Consultant firm who is proposing to do the work on this contract in Column A, the Office Overhead Rate in Column D, Field Overhead Rate in Column F, and the Fee in Column H.
   b. Enter in Lines 14, 18, and 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 in Column A, the Office Overhead Rate in Column D, Field Overhead Rate in Column F, and the Fee in Column H.

   **PLEASE NOTE:**
   The maximum total number of firms allowable to be proposed are 1 Prime and 4 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 Hourly Rate/Maximum Hourly Rate**
      i. Determine the **Contract Job Titles** and from which firm(s), that the proposing team has decided to task to cover the ten (10) work task responsibilities, to meet each of the needs as outlined in the RFP. Enter a dollar value for an **Average Yearly Rate** (Cells B13-29 for the Prime, Cells B53-69 for Subconsultant #1, Cells B93-109 for Subconsultant #2, Cells B133-149 for Subconsultant #3, Cells B173-189 for Subconsultant #4) for the first year of this contract next to those titles in the corresponding “Average Hourly Rate Year 1” column for each title/firm you propose.
      ii. Enter the **Maximum Hourly Rate** used to calculate the **Average Hourly Rate** per **Contract Job Title**. (Cells C13-29 for the Prime, Cells C53-69 for Subconsultant #1, Cells C93-109 for Subconsultant #2, Cells 133-149 for Subconsultant #3, Cells C173-189 for Subconsultant #4).
      iii. You may choose any combination of titles for up to five 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 “Average Hourly Rate Year 1” and “Maximum Hourly Rate Calendar Year 1”.
         • **Be sure to enter Zeros** in the dollar amounts in Column I (Average Hourly Rate Year 1 and Maximum Hourly Rate Calendar Year 1) next to any/all titles for any staff 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. The category for overtime eligibility (Column H) has been entered 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. If the firm does not have a policy to pay overtime compensation please change the code as necessary per the guidelines below.
      - Category A – No overtime compensation
      - Category B – Overtime compensated at straight time rate
      - Category C – Overtime compensated at straight time rate x 1.5

e. **Overhead Category – Office or Field**
   i. Enter an overhead category – Enter a “1” for Office or a “2” for Field in Column I for each Contract Job Title. Reminder:

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 1-10 (Columns C-L): 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 85,000 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…”.

5. On the **Direct Non-Salary Costs Y1-3:**
   Please note the following general instructions:
   i. See the tab labeled DNC Costs for additional instructions.
   j. The proposer must be able to cover all items using the most economical means.
   k. Personal Miles will not be reimbursed to the Prime, since it is expected that the Prime will be leasing the required vehicles.
   l. Each Tab (DNC Costs – Tabs YR 1/2/3), must be filled in independently.
i. For Personal Miles (Cell line 22): 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 C22, J22, R22, Z22, and AH22, 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 “Owners & Liability”, enter a “1” for the Prime, since the Prime will be responsible for this cost.

iv. For “Communications”, enter a “1” or part thereof for each firm that will be responsible for this cost.

v. For “Reproduction”, enter the number of copies that each firm will be responsible for.

vi. For “Office Supplies and Services”, enter a “1” for any/all Sub-Consultants who will incur a cost for this item.

vii. For “General Repairs/Hardware”. Enter a “1” or part thereof for each firm that will be responsible for this cost.

viii. For “Warranty Coverage”, enter a “1” or part thereof for each firm that will be responsible for this cost.
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 “C037716 OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY 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 “C037716 OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY 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 “C037716 OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY FOR NYSDOT”.

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ATTACHMENT 20-27: 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 “C037716 OPERATION OF ATMS/ITS AT THE JOINT TRANSPORTATION MANAGEMENT CENTER IN NEW YORK CITY FOR NYSDOT”.

Attachment 20: Amber Alert Guidelines
Attachment 21: CCTV Policy
Attachment 22: Location Map
Attachment 23: Missing Adult Guidelines
Attachment 24: ATMS Incident Management System
Attachment 25: ATMS Traveler Information System
Attachment 26: Transportation Accident Management System Ticket
Attachment 27: VMS Policy