



**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
OPERATION OF TRANSPORTATION MANAGEMENT CENTER IN SYRACUSE and
ROCHESTER,
Contract No. C037903 – Syracuse
Contract No. C037904 - Rochester
September 24, 2019**

Initial Information for Submittal

- i. Please note the following **dates and deadlines**:
 - a. **September 27, 2019**: Deadline for submission of questions about the RFP at 12:00 PM (Eastern Time)
 - b. **October 15, 2019**: Deadline for submission of Proposals at 12:00 PM (Eastern Time)
- ii. Complete Proposals are to be submitted to the Designated Contract stipulated in Section 1.4



RFP RESPONSE FORM

**OPERATION OF THE TRANSPORTATION MANAGEMENT CENTER IN SYRACUSE
and ROCHESTER**

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 5.2.3.5 of the RFP**) before questions or other communication with the Department regarding this solicitation can be initiated.

Contract No. C037903 - Syracuse

_____ WE **DO** INTEND TO SUBMIT A PROPOSAL

_____ WE **DO NOT** INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING
REASONS:

Contract No. C037904 – Rochester

_____ 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 THE TRANSPORTATION MANAGEMENT CENTER IN SYRACUSE
and ROCHESTER
Contract No. C037903 – Syracuse
Contract No. C037904 - Rochester**

Part I: Technical and Management Submittal/Proposal

	One (1) original plus six (6) 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
	Securely sealed and clearly labeled with the Contractor's name, address, telephone number, contact name, and the words " <i>OPERATION OF THE TRANSPORTATION MANAGEMENT CENTER IN SYRACUSE and ROCHESTER</i> , RFP Part I – Technical and Management Submittal/Proposal" "(Contract #C037903 - Syracuse)" or "(Contract #C037904 – Rochester)"
	Signed Cover Letter on official business letterhead (1page max)
	Table of Contents identifying each major section and page numbers
	Narrative Description (1 single-sided page maximum)
	Approach, Scope of Services and Schedule (5 double-sided pages maximum)
	Organization and Staffing (1 double-sided page maximum)
	Experience (2 double-sided pages maximum)
	Complete and submit Attachment #14: Key Personnel Resume and References (2 double-sided pages maximum for Project Manager)
	Transition (1 single-sided page maximum)

Part II – Cost and Administrative Submittal/Proposal

	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 18: Cost Proposal Workbook
	Securely sealed and clearly labeled with the Contractor's name, address, telephone number, contact name, and the words " <i>OPERATION OF THE TRANSPORTATION MANAGEMENT CENTER IN SYRACUSE and ROCHESTER</i> , RFP Part II – Cost and Administrative Submittal/Proposal" "(Contract #C037903 - Syracuse)" or "(Contract #C037904 – Rochester)"
	Complete and submit Attachment #18: Cost Proposal Workbook
	Complete and submit online certification or hard copy of Vendor Responsibility Questionnaire
	Complete and submit Attachment #2: Consultant Information and Certifications (sign both Section II and III
	Complete and submit Attachment #3: Form AOR Acknowledgement of Receipt
	Complete and submit Attachment #4: Procurement Lobbying Law Forms
	Complete and submit Attachment #6: Non-Collusive Bidding Certification
	Complete and submit Attachment #7: Vendor Assurance of No Conflict of Interest or Detrimental Effect
	Complete and submit Attachment #8: DBE Participation Information Form
	Complete and submit Attachment #8a: DBE Subconsultant Participation Solicitation Log and Goal Attainment Letter (if goal not met)

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1. INTRODUCTION

1.1 Purpose

The New York State Department of Transportation (NYSDOT) has issued this Request for Proposals (RFP) to select qualified consultant firm(s) to provide personnel, in conjunction with existing Department staff, to operate the electronic transportation information and management systems at the Transportation Management Centers (TMCs) in Syracuse and Rochester, NY.

This RFP defines the tasks to be performed under the agreement by the selected Consultant(s) for the Operation of the ATMS/ITS at the TMCs.

Multi-Regional Contract Lots:

This solicitation has two independent Lots that will be award separately. The lots are described below:

LOT 1: NYSDOT Region 3 – Regional Transportation Management Center

333 E. Washington Street, Syracuse, NY 13302

Contract No. C037903

Located in the Syracuse State Office building and is co-located with NYSDOT Regional Offices.

LOT 2: NYSDOT Region 4 – Regional Transportation Management Center

1155 Scottsville Rd, Rochester, NY 14624

Contract No. C037904

Co-Located with the Monroe County Department of Transportation and the State Police Troop E in a Monroe County owned facility. The TMC is commonly called the Regional Traffic Operations Center (RTOC) and has been in operation since 2003.

1.2 Background

The TMCs are the answering point and dispatches for the region. Dispatching includes: Highway Emergency Local Patrol (HELP) service, NYSDOT highway maintenance, Regional Office, Bridge Maintenance, Traffic Signal Maintenance, NYSDOT Snow and Ice and County Highway Maintenance (Region 4, Rochester – C037904 only).

Each TMC serves as the focal point for coordinating transportation maintenance, incident response, weather emergencies, and the timely collection and dissemination of traveler information, including providing information to NYSDOT's 511NY system.

The TMC coordinates information flows to and from internal and external operational partners including but not limited to:

- NY State Police (NYSP)
- NYS Thruway Authority (NYSTA)
- NYS Bridge Authority (NYSBA)
- Local city, town, county public safety/police/fire/EMS departments
- 911 Centers
- Other NYSDOT TMCs

In summary, operation includes monitoring, surveillance and control of the following equipment (primarily within the metropolitan center(s) of the Region):

<u>Devices Operated by Lot 1: Region 3 - Syracuse</u>	<u>Quantity</u>
CCTV cameras	47
Variable Message Signs (VMS)	28
Portable Highway Advisory Radio (HAR)	2
Vehicle Detectors	13
Portable Variable Message Signs (PVMS)	74
Road Weather Information Systems (RWIS)	2

The Region 3TMC currently uses Foundation III (CoVal Systems, Inc.) as its ATMS. NYSDOT does not anticipate changing its ATMS within the term of this contract, but in the event that the ATMS does change, the Consultant shall be responsible for working with whatever system is employed at the TMC.

<u>Devices Operated by Lot 2: Region 4 - Rochester</u>	<u>Quantity</u>
CCTV cameras	61
Variable Message Signs (VMS)	29
Highway Advisory Radio (HAR)	3
Vehicle Detectors	57
Portable Variable Message Signs (PVMS)	22
Miles of Fiber Optic Communications	68
Road Weather Information Systems (RWIS)	7

The Region 4TMC currently uses MIST® (Kapsch TrafficCom USA, Inc) as its ATMS but anticipates replacing MIST with Foundation III (CoVal Systems, Inc.) in early 2019. However, NYDOT may choose a different ATMS, the Contractor shall be responsible for working with whatever system is employed at that time.

1.3 Minimum RFP Responsiveness

Any Proposer that does not provide **all** of the following, **FOR EACH LOT PROPOSED, 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 Submittal/Proposal
- a. Part II – Cost and Administrative Submittal/Proposal
- b. Completion of **all** applicable attachments:
 - Vendor Responsibility Questionnaire
 - Attachment #18: 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

1.4 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.

1.5 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 each Contract in 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

The objective of this project is to provide operation services for Advanced Traffic Management System (ATMS) located at the New York State Department of Transportation (NYSDOT) Transportation Management Center (TMC) in Region 3 (Lot 1 - Syracuse, NY) and Region 4 (Lot 2 – Rochester).

3.2 Contract Objectives

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

3.3 Definitions and Acronyms

511NY	New York State's official website/phone app for traffic and travel information
AOR	Acknowledgement of Receipt
ATMS	Advanced Transportation Management System
CCTV	Closed Circuit Television
CIN	Consultant Identification Number
CSSWeb	Consultant Selection System web application
CUF	Commercial Useful Function
DBE	Disadvantaged-Owned Business Enterprise
FEIN	Federal Employer Identification Number
FHWA	Federal Highway Administration
HELP	Highway Emergency Local Patrol
HOV	High Occupancy Vehicle
ICS	Incident Command System
ITS	Intelligent Transportation Systems
MBE	Minority-Owned Business Enterprise
NYALERT	New York Alert
NYS	New York State
NYSDOT	New York State Department of Transportation
NYSUCP	New York Unified Certification Program
PPI	Producer Price Index
PVMS	Portable Variable Message Sign
RFP	Requests for Proposals
SFS	Statewide Financial System
SOP	Standard Operating Procedures

TMC	Transportation Management Center
TransAlert	Transportation Alert
TRANSCOM	Transportation Committee
TRANSMIT	An electronic system that uses EZPass readers to determine travel time for traffic management purposes
VMS	Variable Message Sign
WBE	Women-Owned Business Enterprise

3.4 Contract Term and Rate Adjustments

The Department estimates that the work for the successful Consultant will commence on January 15, 2020. The base term or duration for the contract is three (3) years. The contract may be extended for up to two (2) additional one (1) year terms 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 Producer 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 fully loaded straight time hourly rates and fully loaded overtime hourly rates. 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

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

QAT-Auditor 01/15/2022 – 1/14/2023 Billing Rate	
\$9.00/Hour	
September 2021 PPI Index (PCU5413—5413--)	132.1
September 2022 PPI Index (PCU5413—5413--)	130.0
Index Point Change	2.1
Divided by Previous Index	130.0
Percent change, rounded to nearest tenth	1.6%
QAT-Auditor 1/15/23-1/14/25 Billing Rate (\$9 x 1.016)	\$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 except where otherwise noted:

- a. Each TMC has standard operating procedures, guidelines and policies. The Consultant staff shall conform to these procedures, guidelines and policies.
- b. The cost of providing secretarial services for typing of correspondence, reports, and records shall be included in the Consultant's fully loaded straight time hourly rate and fully loaded overtime hourly rate.
- c. From time to time the State may upgrade software and/or hardware in the TMCs. Upon request of the State, the Consultant shall allow time during normal working hours for the State to work on upgrading programs.
- d. 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 may also include travel to meetings away from the TMCs.

4.1.1 Facilities

- a. NYSDOT shall provide office space, computers, telephones and service, heating, air conditioning, lighting, internet connectivity, electric power and office supplies at the TMCs for the official business required to operate the TMCs at no cost to the Consultant.
- b. Consultant staff required to execute the duties of this agreement shall occupy space at the existing TMCs.
- c. In the unlikely event that a TMC needs to be evacuated and is not habitable for periods of time, TMC staff will be required to report to an alternate location. In addition, at times TMC Operators may have to work at an alternate site to support NYSDOT Incident/Event management. In the event that an alternate work site becomes necessary, the site and all necessary facility costs and equipment will be provided by the State at no cost to the Consultant. The following alternate sites have been identified as likely alternate locations. However, actual alternate sites may vary depending on availability at the time of need.

Potential Alternate Sites

Lot 1 – Region 3 – Syracuse, NY

NYSDOT Fleet Administration Office- 5450 South Bay Road, Syracuse, NY 13212
NYSDOT Maintenance Facility within Onondaga County

Lot 2 – Region 4 – Rochester, NY

NYSDOT Regional Office – 1530 Jefferson Road, Rochester, NY 14623
NYSDOT Maintenance Facility within Monroe County

- Consultant staff assigned to the TMC shall use the TMC as their official work station and shall not be reimbursed for any expenses associated with travel to and from the TMC. In the event that the TMC is not habitable, the alternate sites described above will become the official work station(s). Staff travel expenses to the new location are not eligible for travel reimbursement.
- d. Temporary staff assignments to an alternate non-official work station may occur. Alternate work stations will be in the region. If staff is assigned to an alternate work location the new location will become their official work station for the period of the reassignment. Travel expenses to the new location are not reimbursable.
 - e. Any additional space the Consultant needs in addition to the designated space at the TMC is the responsibility of the Consultant at no additional cost to NYSDOT.

4.1.2 Coordination with Others:

- a. This agreement requires a close working relationship between the Consultant and State personnel. The Consultant and State, working together, will refine policies for the operation of the system, keep inventory and records and build relationships with external partners.
- b. The Consultant staff shall be required to cooperate and communicate with NYSDOT, State Police, County Sheriff, First Responders, and several outside agencies and firms, including, but not limited to, other police agencies, firms engaged in gathering and disseminating traffic information, NYSDOT staff, consultants and contractors performing roadwork activities, and contractors engaged by the State to provide various services in accordance with existing standard policies and procedures.
- c. Independent contractors may be retained by the State to service or install electronic equipment in the TMCs and/or at remote locations. These contractors will be present in the TMCs only as necessary for the performance of their work. Consultant personnel at the TMCs may be required to provide operational assistance to these contractors. Operational assistance will be provided within the extent of normal resource operations (e.g., Consultant staff will not be asked to accomplish tasks that are beyond the extent of their normal role. Operators will not be asked to repair hardware, but may be asked to verify that hardware is working).
- d. Consultant staff at the TMCs are not expected to respond to media inquiries outside of approved traffic condition reporting. All media communications shall go through the NYSDOT Regional Public Information Officers.
- e. The TMCs receive calls from/for partner agencies and/or NYSDOT Regional Office or Operations facilities. Operators shall transcribe the received messages, then transfer the information via phone, email and/or other appropriate method to the appropriate or designated staff at the respective agencies/locations in accordance with TMC policy and procedures.

4.1.3 System Hardware and Software

- a. The State will provide, support and maintain all ITS and ATMS field and system hardware and software used by the TMC at no cost to the Consultant.

- b. 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.
- c. System hardware and software changes may be implemented by others during the term of the contract. These include updating the systems to accommodate roadway changes, ITS expansion to other roadways or any new operating systems at the TMCs. The changes are not expected to adversely impact the work of the operations staff at the TMCs.
- d. The Systems Operators will be required to assist in traffic data collection for system performance or troubleshooting using manual and automated data collection and surveillance features of the ATMS/ITS systems.
- e. 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 staff daily regarding the accomplishments of these tasks.

4.2 Organization and Staffing

4.2.1 Staffing Responsibility

- a. The TMCs currently utilize specific staffing titles to define roles and responsibilities. Staff title descriptions and minimum qualifications are detailed in Attachment 15: Contract Job Titles, Duties and Qualifications. The associated tasks are defined in Section 4.3 Scope of Work.
- b. Key personnel are staff that perform a critical role at the TMC. As such, these individuals will report directly to the NYSDOT TMC Director and are expected to be available for emergencies 24/7. Consultant shall have an action plan to address planned and unplanned absences for these staff to ensure that critical systems remain operational.

Contract Staffing Title	Key Personnel	Primary Task	Subtask	Lot 1 – Region 3 (Syracuse)	Lot 2 – Region 4 (Rochester)
Project Manager	X	1a	10	X	X
Operations Manager	X	1b, 4	2a,2b,7,10	X	X
Systems Operator III (Senior Operator)	X	2a,2b,7	1b, 12	X	X
Systems Operator II ¹		2b		X	X
Systems Operator I (Trainee) ¹		2b		X	X
Transportation Analyst II		3,8,9	7	X	X
Transportation Analyst I		3,8,9	7	X	X
Systems Engineer II		5a	5b,11, 13	X	X
Systems Engineer I	X	5a	5b,11, 13	X	X
Field Technician		5b	11	X	X

¹ Some employees are full-time, some are part-time

4.2.2 Staffing Levels

- Each TMC operates 24/7/365 in accordance with the table below. Proposers should base their submission(s) on continuous operations of the Regional Transportation Management Centers. However, please note that NYSDOT may, at its option, reduce the number of hours of operation of the TMC by the Consultant. If there is a reduction in hours the Consultant shall be paid actual hours worked.

TITLE	MINIMUM STAFF LEVEL
Project Manager	1 Part-Time position, approximately 100 annual hours
Operations Manager ⁴	1 Full-time position, Normal business hours (M-F)
Systems Operator III ^{1,4}	1 staff per shift, 3 shifts per day, 24/7/365 coverage
Systems Operator I & II ²	2 staff per shift, 3 shifts per day, 24/7/365 coverage
Transportation Analyst I	1 Full-time position, Normal business hours (M-F)
System Engineer I ^{3,4}	1 Full-time positions, Normal business hours (M-F)
Field Technician ^{3,4}	1 Full-time positions, Normal business hours (M-F)

¹ A Systems Operator III must work on weekday A and B shifts and, at a minimum, be available to work weekday C shifts and all weekend shifts.

² At least one Systems Operator II must be on all shifts. A Systems Operator I working on a shift with a Systems Operator II will meet the 2-person requirement.

³ Consultant must have back up staff/plan that is able to complete emergency tasks when this staff is unavailable due to planned and unplanned absences.

⁴ Staff may be required to work outside of their normal core hours.

The official work station for all titles except the Project Manager will be the TMC.

Work shifts are defined as follows:

- Shift A: Morning to evening
 - Shift B: Evening to night
 - Shift C: Overnight
- Actual start and stop times for each shift will be defined at the time of staff scheduling.
 - Actual staffing hours (including breaks) by title must be approved by the NYSDOT TMC Director at the onset of work and a minimum, 2 weeks before a schedule change. Each shift shall be supported by a Systems Operator III, which may be assigned responsibility for oversight of multiple shifts. The Systems Operator III shall be available to provide assistance to the TMC staff for all shifts outside their normal working hours and may be required to return to the TMC to provide assistance. Hours worked outside of normal working hours to support shift staff are to be included in fully loaded straight time hourly rate for Systems Operators III staff, no additional compensation will be made. However, if a Systems Operator III must

return to work to replace a shift Systems Operator I or II for the entire shift or remainder of a shift, the Systems Operator III shall be compensated at the lower title fully loaded straight time hourly rate.

- It is expected that to cover the operations tasks, Systems Operator I (Trainee), Systems Operator II, and Systems Operator III, normal work hours will be in shifts. Weekday morning/afternoon and evening shifts shall not transition during AM and PM core hours. All other titles are expected to work weekdays and work normal business hours. Core hours include peak traffic hours and are defined as follows:
 - Weekday AM Core Hours are 06:00 – 10:00
 - Weekday PM Core Hours are 15:00 – 19:00
- Individual shifts greater than 9 hours per day per operator are discouraged but not restricted. At times staff may be required to work extra hours to accommodate immediate changes in schedule (e.g., accommodate sick staff). At these times small adjustments to work schedules are acceptable.
- Contractor will only be reimbursed for actual hours worked by staff. Time off for meals, vacation or sick are not reimbursable. Any cost associated with employee benefits shall be included in the fully loaded straight time hourly rates and fully loaded overtime hourly rates.
- Any staff working more than 6 continuous hours must have a scheduled meal/rest period worked into their work schedule. These periods shall be referred to as breaks and not exceed the maximum time allowed as defined below:

TITLE	Allowable break period (minutes)
Operations Manager	30 or 60
Systems Operator III	30
Systems Operator I & II	30
Transportation Analyst I & II	30 or 60
Systems Engineer I & II	30 or 60
Field Technician	30 or 60

Breaks shall not occur during peak hours, at the beginning or the end of work schedules and cannot be used to offset tardiness or to shorten the work day. Meal/rest periods are not considered working hours and are not reimbursable. All Break times must be approved by the NYSDOT TMC Director through scheduling approvals. Contractor must have adequate coverage for operations tasks while staff is taking a meal/rest break.

Titles with two person staff requirements (Operator I & II), may operate with one staff for the duration of scheduled breaks. All other hours must meet the staff requirements.

- All staff assigned to the TMC are expected to have regular work hours defined. Staff shall begin and end work at the start and end times of their regular work hours. Time charged shall be in 15-minute increments which begin at the start of the hour.
 - Start time for staff who begin their shift before their regular start time will be at the beginning of their regular start time; unless approved by a supervisor and shall be rounded up to the next 15-minute interval.
 - Start time for staff who begin their shift later than their regular start time will be at the beginning of the next 15-minute interval.
 - End time for staff who end their shift later than regular end time will be at the end of the regular end time; unless approved by a supervisor and shall be rounded down to the nearest 15-minute interval.
 - End time for staff who end their shift before their regular end time will be rounded down to the nearest 15-minute interval.

Examples: Employee regular hours are 08:00 – 16:00

- Employee clocks in at 07:38
If early start was approved by a supervisor then the start time would be rounded up to the nearest 15-minute increment and would be 07:45; else it would be 08:00
- Employee clocks in at 08:16; start time is rounded up to the nearest 15-minute increment 08:30
- Employee clocks out at 16:35
If late end was approved by a supervisor then the end time is rounded down to the nearest 15-minute increment to 16:30; else it would be 16:00
- Employee clocks out at 15:58; end time is rounded down to the nearest 15-minute interval and would be 15:45.
- During peak periods, on holiday weekends, special events, and/or emergency conditions, greater level of staffing may be required. If the State deems that additional Consultant personnel are necessary to operate during these periods, the Consultant shall provide additional staff through utilization of schedule changes, additional hours or extra personnel.

In addition to the requirement of 8 hours at the TMCs each weekday, Task 1b, 5a & 5b have 24/7 off-hours response requirements as defined within the task description.

4.2.3 Employee Performance

- a. Staff development and performance is critical to efficient and effect operations. Consultant shall provide an employee performance plan that includes staff development, training probation, performance evaluations, counseling and disciplinary processes for all titles including subconsultants. The plan must clearly state the Company policy regarding performance improvement, counseling and disciplinary steps. It shall include actions to be taken to assist staff with development and performance improvement and if necessary to address chronic poor performance. The plan shall include performance evaluations on all consultant employees twice annually. The execution and content of the evaluation criteria must be approved by NYSDOT Management at the onset of the contract but can be adjusted with mutual concurrence between both the Consultant and the NYSDOT TMC Director.

- Completed performance evaluations must be submitted to the NYSDOT TMC Director for his/her approval within one week of the evaluation.
- b. All employees must meet and maintain NYSDOT performance standards. If an employee is not meeting standards, the Consultant must immediately act to rectify the deficiencies. Reoccurrence or continuance of poor performance may result in performance penalties.
 - c. It is expected that much of the employee training will be on the job. Consultant shall provide a training plan for new operator skill development. The plan shall, at a minimum, include the method used for training (classroom, mentor based or other), specific learning goals, a system to demonstrate mastery, and schedule for completion.
 - d. Other internal or external training necessary to aid in employee development shall be borne by the consultant and is not reimbursable. This includes but is not limited to: company HR required training, communications training (written/oral), computer training and other.
 - e. New staff in training shall be paid at the Operator Trainee fully loaded straight time hourly rate and fully loaded overtime hourly rate. NYSDOT may require that reimbursement for Staff requiring additional training to address documented deficiencies be paid at the Operator Trainee fully loaded straight time hourly rate and fully loaded overtime hourly rate until they have satisfactorily demonstrated mastery of the necessary skills.

4.2.4 Penalties

- a. Staff Vacancy
 - i. NYSDOT requires Key Staff to be available at the start of the contract term. If key positions are vacant for any portion of the first 30 calendar days after the effective date of the Notice to Proceed then, at NYSDOT's discretion, the Consultant will be charged \$10,000 for each vacant position. Additionally, if any key staff fails to perform in the manner required by the contract within 30 calendar days after the effective date of the Notice to Proceed, then at NYSDOT's discretion, the Consultant will be charged \$10,000 for each non-performing Key Staff.
 - ii. Minimum staffing levels as described in section 4.2.2 are necessary to ensure that the TMC adequately performs all operations and other tasks. However, at the onset of the contract, the Consultant is provided a 30-calendar day grace period, starting from the Notice to Proceed, to mobilizes non-key staffing resources. During this period the Consultant must ensure that 24/7/365 coverage is provided for Operations tasks by qualified candidates but is not bound by the minimum staffing level requirement. After the 30-calendar day grace period non-key staffing levels must comply with the minimum staffing levels in Section 4.2.2. If the Consultant has not met the minimum staffing levels with qualified staff after the initial 30-day grace period the penalties set forth in Subpart c. below shall apply. Penalties are applied for each calendar day, past the 30-day period, the position is vacant.
 - iii. If after the initial 30-day resource mobilization grace period, the consultant requires any member of their Staff to be replaced the Consultant shall have 30

calendar days from the date of the vacancy to submit a qualified Candidate, for approval, to the NYSDOT TMC Director (or their designee). The proposed Candidate shall demonstrate the same or greater level of experience and expertise as the Staff being replaced. In the event the Consultant is unable to submit a qualified, ready, willing, and able Candidate within 30 calendar days then, at NYSDOT's discretion, the penalties set forth in Subpart c. below shall apply. Penalties are applied for each calendar day, past the 30-day period, the position is vacant.

The determination that a Candidate is "qualified" is the sole discretion of NYSDOT. If NYSDOT rejects a Candidate, charges will resume accruing at the time the Consultant is notified of such rejection. All penalties specified below shall be an offset against future Consultant invoices.

b. Performance Standards

- i. Upon written notification from NYSDOT that the Consultant Staff is not (1) meeting NYDOT performance standards, (2) meeting employee performance requirements, or (3) the Consultant is not implementing the "employee performance plan" required in 4.2.3 above, the Consultant shall have 30 calendar days to rectify the situation (notice to cure). After 30 calendar days, if, in the opinion of NYSDOT, any staff member is not performing satisfactorily, NYSDOT may apply the penalty set forth below to each unsatisfactorily performing staff member. Penalties are applied for each calendar day, following the written notice from NYSDOT and will continue until the deficiency has been addressed. If such unsatisfactory performance results in the Consultant's removal of an employee from the contract, then the Consultant shall not receive the 30 calendar day grace period provided in Subpart a. above.
- ii. If a Consultant's staff member engages in conduct that poses a threat to the health, safety, or welfare of colleagues, NYSDOT employees, other individuals on or around the TMC premises, or the traveling public (as a result of their job function), or if a staff member engages in illegal conduct on or around the TMC Premises, the NYSDOT shall have the discretion to deny the Consultant's staff member access to the facility and such staff member may be excluded from participating in, or working on, the contract scope.

c. Penalties

Staff Type	Penalty
Key Staff	At NYSDOT's discretion, the Consultant shall be charged \$1,000/day
Non-Key Staff	At NYSDOT's discretion, the Consultant shall be charged \$800/day

Penalties are not intended to offset wages or salaries for employee non-performance. Penalties shall be applied in addition to withholding wages or salaries attributed to staff vacancies.

4.2.5 Communications:

The Consultant shall provide the personnel with Verizon (or an equal provider with equal or greater cell phone coverage area) cellular phones in accordance with the below table. The phones shall have the ability to receive e-mail and text messages. This is to be included in the Cost Proposal and not billed directly to NYSDOT

STAFF REQUIRED TO HAVE CELL PHONES

TITLE	REQUIRED
Project Manager	Yes
Operations Manager	Yes
Systems Operator III (Senior Operator)	Yes
Systems Operator II	No
Systems Operator I (Trainee)	No
Transportation Analyst I & II	No
Systems Engineer I & II	Yes
Field Technicians	Yes

Staff required to have a cell phone are expected to respond to calls/texts/emails from TMC operators, Consultant and NYSDOT Management and TMC partners within a reasonable amount of time (including off hours) unless other provisions have been made and approved by NYSDOT TMC Management. In most cases staff should respond within 15 minutes of receiving a communication request.

4.2.6 Continuity of Operations and Hiring:

- a. Transitioning from one consultant to another can be complicated given the nature and complexity of the 24x7 operations. Staff retention is at the discretion of the Consultant but must be approved by the NYSDOT TMC director.
- b. To be considered for rehire/retention or new appointment, candidates must meet or exceed the minimum qualifications for the job title they are applying for. **All staff candidates, new or returning, must be approved by the NYSDOT TMC Director.**

4.2.7 Human Resource Management

The cost of providing administrative services for human resource management and functions including, but not limited to: hiring, interviewing, background checks, typing of correspondence, reports, and record keeping shall be included in the Consultant's overhead and not billed as a separate charge to NYSDOT.

4.2.8 Scheduling

- a. The Consultant shall provide adequate staff coverage for TMC management, operations and support during TMC hours of operation throughout the term of the contract, including during state emergency and extraordinary incidents or events.
- b. The Consultant shall ensure that staffing levels are adequate to cover sick and vacation leave, as well as provide adequate breaks as defined by NYS Labor Law. During meal periods, on holiday weekends, special events, and/or emergency conditions, greater levels of staffing may be required by NYSDOT.
- c. During the term of this contract, it is anticipated that the overall functions of the TMC may increase. If the NYSDOT 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 to be approved by the NYS Attorney General and Office of the State Comptroller.
- d. If at any time during the term of the contract and for any reason, an individual has to perform the tasks of another individual at a lower Contract Job Title, then the Consultant shall be reimbursed at the lower Contract Job Title. For example, if a Systems Operator III has to fill-in for a Systems Operator I, then the Consultant shall be reimbursed at the Systems Operator I fully loaded straight time hourly rate and fully loaded overtime hourly rate as long as the Systems Operator III performs the Systems Operator I tasks. However, at no time will the reverse happen. For example, if a Systems Operator II has to fill-in for a Systems Operator III, the Consultant shall be reimbursed at the Systems Operator II fully loaded straight time hourly rate and fully loaded overtime hourly rate.

4.2.9 Additional Requirements

Currently, both TMCs have state staff in the role of ITS Systems Engineer II. NYSDOT's Systems Engineer II will provide supervision and oversight for Task 5a and 5b functions. NYSDOT may, in the future, elect to replace the current State staff in the role of ITS Systems Engineer II with staff provided by the Consultant. The Proposer is required to enter the fully loaded straight time hourly rate and fully loaded overtime hourly rate for the Transportation Analyst II and Systems Engineer II. NYSDOT has entered an estimated number of annual hours to be included in the cost proposal. NYSDOT will inform the selected Consultant when to anticipate utilizing these positions.

4.3 **Scope of Work**

Below is a list of the tasks and subtasks to be performed in the Scope of Work for the operation services at the TMCs.

TASK #	TASK TITLE
1	General Program Direction, Management and Administration
1a	Contract Management and Administration
1b	Operations Management and Administration
2	Systems Operation at the TMCs
2a	Systems Operations Leads/Shift Oversight
2b	Systems Operations
3	Roadway Condition Information and Coordination
4	Training and Updating of Procedures
5	Field Support and Operational & Technical Support Services
5a	System Network Administration and Hardware & Software IT Support
5b	ITS Field Support Operational & Technical Services
6	Traffic Systems Administration and Support Services
7	Critical Transportation Incident Support Services
8	Performance Measures, Traffic Data Collection, Analysis & Reporting
9	ITS Data Quality Assurance Services

- 10 Transition
- 11 Transportation and Field Safety (PPE)

Each task is described in detail in Attachment 17: Work Task Descriptions, and are assigned to specific operations titles.

4.4 Deliverables

All records/reports must be in Word, Excel, Adobe® PDF or another format acceptable to NYSDOT. Documents must be available when requested by NYSDOT or automatically shared with NYSDOT in electronic format via e-mail or managed file transfer (for larger sized documents). Should NYSDOT request to review records pertaining to this contract at the selected Consultant's offices, NYSDOT shall be given access to those files upon reasonable notice.

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

5. PROPOSAL FORMAT AND CONTENTS

For the purpose of this evaluation, each Proposal may elect to submit a separate proposal for each of the 2 lots (C037903 – Syracuse and C037904 – Rochester) or may elect to submit a proposal for only one (1) of two (2) Lots (either C037903 – Syracuse or C037904 – Rochester). If a Proposer is electing to submit proposals for both Lots each proposal must individually meet the requirements of the RFP. 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/Proposal. Part II shall consist of the Cost and Administrative Submittal/Proposal. 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/Proposal 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 for the Cover Letter and a single page for the Title 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. **Not to exceed a single one-sided page.**

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. **Not to exceed 5 double-sided pages.**

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 Section 4.3 and Attachment 17, in an effective 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. Employee Development/Performance/Recruitment/retention, (cross) training, and scheduling (assigning and substituting systems 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. Describe the communication and coordination with other NYSDOT Regions, outside agencies and partners including, but not limited to: local government officials, agencies, 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.
- d. Describe the approach to Information Technology security, configuration management, system architecture, ITS Systems Management, IT and ITS system documentation, asset management, accountability and system connectivity.

- e. Describe the Firm's approach to ensuring a smooth transition from the existing contract operations to the new contract operations, including the plan to recruit and hire current incumbent staff, if applicable. Additionally, describe the transition plan as it relates to new positions that do not currently exist.

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 important to NYSDOT. Demonstrated, successful experience in managing and coordinating multiple, interdisciplinary contracts/projects in Transportation Operations Management, 911 centers, military dispatching, or other operations dispatching are preferable. The Technical and Management Submittal should detail and demonstrate the relevant experience of the firms (both prime and subconsultants) to be assigned to this effort in the following areas (**Not to exceed 2 double-sided pages**):

Operations & Complex projects:

- Managing and coordinating complex projects comprised of diverse tasks;
- Managing operations or dispatching contracts. Should include a listing of prior experience for which the proposing firm has been the prime operational consultant for any or all of the past five (5) years. Include relevant work experience, a description of the goals and objectives, titles of staff, and experience reacting to day-to-day routine situations as well as experience in reacting to emergency situations (weather or otherwise);
- Written and oral communication and technical writing for revising policy and procedural guidance documentation and manuals.

Communications/Coordination:

- Public relations, communications with the media, and coordination with other agencies, (emergency responders, law enforcement, municipalities, emergency operations centers).

Condition Reporting and Asset Management

- Condition monitoring (weather, construction activity and work-zone monitoring, and other activities); Data collection and reporting, performance measurement and asset management.

Employee Development and HR

- Human resource management including: managerial and administrative support to off-site, 24/7/365 operations personnel;
- Recruiting and retaining qualified staff, employee development, employee performance and quality control and assurance;
- Training (including: computer, ATMS or similar applications, operations dispatching, effective communications, office applications and other)

Technical:

- Firm's ability to provide "in-house" operational and technical support services to Operations Manager and Systems Engineer/Administrators;
- Computer-assisted control and operation of information and resource management tools (Advanced Transpiration Management Systems or similar systems).
- Quality, extent and relevance of experience in system networking, software applications (including ATMS), electronic and communications equipment management, troubleshooting and repair.

Relevant experience of all firm team members 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 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. **Not to exceed 2 double-sided pages.**

The Project Manager's resume is required to be submitted with the Technical and Management Submittal/Proposal. The Resume shall address the General Function, Organization Relationships, and Desired Qualifications as described in **Attachment 15: Contract Job Title Descriptions and Qualifications**. Experience in TMC operations, Transportation Operations Management, 911 center operations, military dispatching, or other operations dispatching support should be emphasized in the resume. The resume is **Not to exceed 2 double-sided pages**.

The proposer shall also provide a completed **Attachment 14: Consultant Key Personnel Resume and Reference Form** for the Project Manager. **Not to exceed 2 double sided pages**. 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.

5.1.6 Organization and Staffing

Describe the organization of the proposing firm/team and proposed staffing plan to enable operating and managing the **TMC**. Consultant staff at the TMC is to be self-sufficient and capable of dealing with various situations/scenarios. **Not to exceed 2 double-sided pages excluding organizational chart.**

Provide an organizational chart for the project showing the names of, at a minimum, the Project Manager and any other Key Personnel known at the time of proposal submission 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 4.2.1

It is not required that incumbent staff be retained. However, it is desirable to retain the institutional and working knowledge of key members of the team. Additionally, it is understood that it may be difficult to recruit incumbent staff prior to submitting a proposal. As such, **it is not necessary to negotiate with or gain employment acceptance from any incumbent staff prior to the submittal.** If the firm intends to recruit incumbent staff, those individuals should be clearly identified in your organizational chart along with your intention to recruit.

Provide the proposed management plan to ensure minimum staffing levels are met (Attempts of recruiting incumbent personnel can occur after notice of designation). Provide the proposed management plan to ensure effective and efficient delivery of services while meeting the project objectives. If subconsultants are to be used, explain the specific need for the expertise and describe the arrangements. The Consultant's Project Manager shall serve as the primary contact with the NYSDOT Project Manager. The Consultant's Project Manager & Operations Manager are responsible for the performance of all Consultant and subconsultant personnel 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.

5.1.7 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 4.3, and as described in Task 10. **Not to exceed one single side page.**

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 TMC System. NYSDOT reserves the option to reduce the number of hours of operation of the TMC System.

5.2.2 Cost Proposal Section:

NYSDOT requires that all cost information be presented using the RFP-provided Microsoft Excel spreadsheets (See Attachment 18 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 in Attachment 18 when preparing its Cost Proposal:

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 Workbook Instructions** includes directions for completion of the **Cost Proposal Workbook** and all of the included worksheets.

The Prime Proposer is responsible for entering cost information as instruction in both **Attachment 16: Cost Proposal Workbook Instructions** and **Attachment 18: Cost Proposal Workbook**.

5.2.2.1 Guidelines for Direct Salaries

- The Systems Operators' Fully Loaded Straight Time Hourly Rate and Fully Loaded Overtime Hourly Rate for Year 1-3 of the Contract shall include the following minimum base hourly rates for Systems Operators:
 - System Operator III – \$26.00

- **Systems Operator II– \$23.75**
- **Systems Operator I –\$19.50**
- **Systems Operator (Trainee) - \$18.00**

Other Contract Job Titles are not bound by Minimum Hourly Rates.

- Overtime shall not be used to provide full staffing to accommodate vacation or sick leave. The Consultant shall be compensated at the fully loaded straight time hourly rate regardless of their Overtime Category for Staff utilized for this purpose; unless otherwise approved by NYDOT. Approved overtime is reimbursable by the categories below, and only if the Proposer has a policy to pay overtime compensation:

Category A = No overtime compensation

Category B = Overtime compensation at fully loaded straight time hourly rate

Category C = Overtime compensation at fully loaded straight time hourly rate x 1.5

Contract Job Title	Category
Project Manager	A
Operations Manager	B
Systems Operator III	B
Systems Operator II	C
Systems Operator I (Trainee)	C
Transportation Analyst I & II	B
Systems Engineer I & II	B
Field Technician	B

- The State will only pay an overtime premium (**50% of base hourly rate**) after the employee has worked more than forty (40) hours during the calendar week at the **TMC**. Holiday and other paid time off cannot be counted towards the forty (40) hours minimum.
- The State will only pay the fully loaded straight time hourly 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.
- If the contract is extended for the optional extension years, the contractor’s out-year fully loaded straight time hourly rates and fully loaded overtime hourly 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 15th 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 contract.
- 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 as directed. For more information, refer to Attachment 16: Cost Proposal Workbook Instructions.**

5.2.2.3 Guidelines for Overhead Rates and Fixed Fee included in the Fully Loaded Rates

- All overhead, fixed fee, additional fees, insurances, or other charges must be included in the fully loaded straight time hourly rates and fully loaded overtime hourly rates entered in Attachment 18: Cost Proposal Workbook.
- Fully loaded straight time hourly rates and fully loaded overtime hourly rates for Contract Job Titles that have been classified as Field in Attachment 18: Cost Proposal Workbook should not include fees related to home office management such as home office facility costs, utilities, advertising, etc.

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, with the Proposal, certification of the Vendor Responsibility Questionnaire through the Office of the State Comptroller website or a hard copy of the Vendor Responsibility Questionnaire.

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

All Proposers should become familiar with NYSDOT's Procurement Lobbying Law Interim Guidelines and Procedures. The document is located at: <https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions>

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 42 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 35 points)
 - a. Operations & Complex projects: (up to 10 points)
 - Managing and coordinating complex projects
 - Managing operations or dispatching contracts
 - b. Communications/Coordination (up to 5 points)
 - Public relations, communications with the media, and coordination with other agencies
 - Communications, written, oral and technical
 - c. Condition Reporting and Asset Management (up to 5 points)
 - Condition monitoring (weather, construction activity and work-zone monitoring, and other activities); Data collection and reporting, performance measurement and asset management
 - d. Employee Development and HR (up to 5 points)
 - Human resource management including: managerial and administrative support to off-site, 24/7/365 operations personnel;
 - e. Technical (up to 10 points):
 - Firm's ability to provide "in-house" operational and technical support services to Operations Manager and Systems Engineer/Administrators;
 - Computer-assisted control and operation of information and resource management tools (Advanced Transpiration Management Systems or similar systems).
 - Quality, extent and relevance of experience in system networking, software applications (including ATMS), electronic and communications equipment management, troubleshooting and repair.
2. Approach and Scope of Services (up to 30 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. Approach to providing managerial/administrative support to coordinate the overall effort to provide the required services outlined in Section 4.3 and Attachment 17, in an effective and cost-efficient manner. (up to 6 points)
 - b. Approach to Employee Development/Performance/Recruitment/retention, (cross) training, and scheduling. (up to 8 points)
 - c. Firm's ability and approach to communication and coordination with other NYSDOT Regions, outside agencies and partners including, but not limited to: local government officials, agencies, law enforcement, and offices of emergency management, etc. (up to 5 points)

- d. Information Technology and electronics and communications technology approach to ensure high competency in staff to address system security, configuration management, system architecture, ITS Systems Management, IT and ITS system documentation, asset management, systems and component trouble shooting, accountability and system connectivity. (up to 6 points)
 - e. Quality and reasonableness of the Firm's transition plan. (up to 5 points)
- 3. Organization and Staffing (5 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)

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 calculation of a cost score will be based upon the Total Estimated Cost for the three (3) year base term as presented on **Attachment 18: Cost Proposal Workbook, Cost Summary Project Term Total**, as determined by the following method:

1. The lowest Total Estimated Cost will be perfected to receive the full amount of 30 points.
2. Proposals with higher Total Estimated Cost will receive proportionally lower cost Proposal scores.
3. This point total will be calculated by dividing the lowest Total Estimated Cost by the Total Estimated Cost of each Proposal, multiplied by the maximum weight for the cost Proposal (30 %).
4. 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 Best & Final Offer (BAFO; Optional) & Proposal Withdrawal

The Department reserves the right to request Best and Final Offers from firms which are deemed technically acceptable. 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 technically acceptable 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).

6.7 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.

6.8 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.

For each Lot, Proposers shall submit one (1) original plus six (6) copies of Part I – Technical and Management Submittal/Proposal and one original (1) plus three (3) copies of Part II – Cost and Administrative Submittal/Proposal. One (1) electronic copy of Part I – Technical and Management Submittal/Proposal and one (1) electronic copy of Part II Cost and Administrative Submittal/Proposal on a single thumbdrive.

All Proposals must be received by the Department by **Noon on October 15, 2019**. The Proposal must be addressed to:

Patricia Kappeller
NYS Department of Transportation
Contract Management Bureau
50 Wolf Rd, 6th Floor
Albany, NY 12232

**Attn: # C037903 – Operation of the Transportation Management Center in
Syracuse**

Or

**Attn: # C037904 - Operation of the Transportation Management Center in
Rochester**

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 asserts 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 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>. 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 On acceptance of this proposal for said work the Consultant understands and does or do hereby bind himself/herself or itself/themselves to enter into a written contract within 14 calendar days of date of notice of award, with NYSDOT. If the Consultant fails to comply with this requirement NYSDOT in its sole discretion may deem the Consultant's proposal non-responsive.
- 7.5.2 Staffing after Notice of Designation - During the execution and approval phase of the procurement process of the original award the Designated Consultant is responsible for providing NYSDOT's Project Manager a certified salary roster for all persons being offered to provide services under the resulting contract. The certified salary roster shall contain the names of proposed staff, their employer, their respective Contract Job Title and the FULLY LOADED STRAIGHT TIME HOURLY RATES AND FULLY LOADED OVERTIME HOURLY RATES. For each subsequent year of the base term and extensions, the Consultant is responsible for providing to NYSDOT's Project Manager an updated certified salary roster including the names of proposed staff, their employer, their respective Contract Job Title and FULLY LOADED STRAIGHT TIME HOURLY RATES AND FULLY LOADED OVERTIME HOURLY RATES.

7.5.3 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> 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.

7.5.4 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.

Consultant Firm Registration instructions are available at:

<https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions>

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

7.5.5 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 many 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.

7.5.6 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.

7.5.7 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.

7.5.8 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:

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)

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:

RFP Release Date	September 20, 2019
Question Submittal Deadline	September 27, 2019
Proposal Due Date:	October 15, 2019
Recommendation & Designation	End of October
Contract Finalization	Two Weeks
Contract Award, Notice to Proceed Date:	Approximately 6-8 weeks after completion of contract finalization

8. ATTACHMENTS

ATTACHMENT 1: DRAFT CONTRACT

Draft Contract

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

F.A. NO.: _____

P.I.N.: XXXX.XX/XXXX.XX

COMPTROLLER'S CONTRACT NO. –C037903 or C037904

**PROJECT: OPERATION TRANSPORTATION MANAGEMENT CENTER IN
SYRACUSE or ROCHESTER**

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-1, Appendix B, Appendix C, and Appendix D, Exhibit A, Schedule A (including Exhibits), Schedule B (including Exhibits), the STATE's Request for Proposals (RFP; dated ____) incorporated by reference, and the CONSULTANT's Proposal (dated ____) incorporated by reference.

ARTICLE 3. INSPECTION.

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

ARTICLE 4. TERM OF THE AGREEMENT.

The CONSULTANT agrees that the base term of the AGREEMENT shall be 24 months from February 1, 2020 to January 31, 2022. Additionally, this AGREEMENT may be extended for up to three (3) 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 I – Specific Hourly 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

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 become unavailable, the STATE reserves the right to implement a comparable Index.

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.”

ARTICLE 7. CONTRACT PAYMENT.

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

ARTICLE 8. PARTIAL PAYMENTS.

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

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

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

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

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

ARTICLE 9. FINAL PAYMENT.

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

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

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

ARTICLE 10. EXTRA WORK.

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

In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the STATE all assistance required by the STATE. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this AGREEMENT for the additional services above

described, the STATE's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 11. CONSULTANT LIABILITY.

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

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

ARTICLE 12. INSURANCE.

The Consultant shall procure, at its own sole cost and expense, and shall maintain in force at all times during the term of this contract including any extensions or renewals until satisfactory completion of all work under the contract, the policies of insurance covering all operations under the contract whether performed by it or its subconsultants as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York and that have an A.M. Best Company rating of (A -) or better or approved by the Department. The Department may, at its sole discretion, permit the placement of policies with a non-authorized carrier or carriers upon request by the Consultant accompanied by the documentation required by 11 NYCRR §27.0 *et seq.*; provided that

nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances. The Consultant shall deliver to the Department evidence of such policies as the Department deems necessary to verify that the required insurance is in effect. If policies are changed or canceled, the CONSULTANT shall inform the STATE immediately. The STATE will determine whether to issue an order to the CONSULTANT to stop work.

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

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the Consultant are specified in Paragraph B, *Insurance Requirements*, below. General liability insurance shall apply separately on a per-job or per-project basis.

2. Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by the Department, policies must be written on an **occurrence** basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy. *Insurance policies that remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) or that remove or modify the “insured contract” exception to the employers liability exclusion so as to limit coverage for claims that arise out of contract work, or that do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors, are not acceptable.* Policy forms must be provided to the Department upon request.

3. Certificates of Insurance/Notices. Consultant shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commissioner, before commencing any work under this contract. Certificates or transmittal correspondence shall reference the NYSDOT Contract Number. Consultant is strongly encouraged to transmit certificates and other materials concerning insurance coverage, referencing the Contract Number and the name of the Consultant in the Subject Line, by email to: Insur.consult.contr@dot.ny.gov

Certificates may be mailed to the:

**New York State Department of Transportation
Contract Management Bureau
50 Wolf Road, Sixth Floor
Albany, NY 12232**

Unless otherwise agreed, policies shall be written so as to require that the policy will not be (i) canceled, (ii) materially changed or (iii) permitted to expire or lapse for any reason except upon ten (10) days' prior written notice to the Department by Certified Mail, Return Receipt Requested at the address stated above. In addition, if required by the Department, the Consultant shall deliver to the Department within ten (10) work days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete. Certificates of Insurance shall:

- a. Be in a form satisfactory to the Department. The ACORD 25 Certificate must be accompanied by an ACORD 855 “New York Construction Addendum” completed to indicate information about the liability insurance.
- b. Be signed and dated by an authorized representative of the insurance carrier or producer.

- c. Disclose any deductible, self-insured retention, aggregate limit.
- d. Refer to this Contract by number on the face of the certificate.

If at any time during the term of this contract, it shall come to the attention of the Department that required insurance is not in effect or that adequate proof of insurance has not been provided, the Department may, at its option:

- a. Direct the Consultant to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or
- b. May withhold further contract payments in accordance with Partial Payments, Section §109-04 of the Standard Specifications, or
- c. Treat such failure as a breach or default of the contract.

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

5. Primary Coverage. The liability and protective liability insurance policies shall provide primary and non-contributory coverage to the Department for any claim arising from the Consultant's Work under this contract, or as a result of the Consultant's activities.

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

7. Policy Renewal/Expiration. At least ten (10) calendar days prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Department than the expiring policies shall be delivered to the Department in the manner required for service of notice in Paragraph A.3. *Certificates of Insurance/Notices* above.

8. Self-Insured Retention/Deductibles. Consultants utilizing self-insurance programs are required to provide a description of the program for Department approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. Except as may be specifically provided in the Contract Documents of a particular project, the Consultant or third-party-administered insurance deductible shall be limited to the amount of the bid deposit or \$100,000, whichever is less. Security is not required if it is otherwise provided to an administrator for an approved risk management program. The Department will not accept a self-insured retention program without security being posted to assure payment of both the self-insured retention limit and the cost of adjusting claims. The Consultant shall be solely responsible for all claim expense and loss payments within any permitted deductible or self-insured retention. If the Consultant's deductible in a self-administered program exceeds the amount of the bid deposit, the Consultant shall furnish an irrevocable Letter of Credit as collateral to guarantee its obligations. Such Letter of Credit or other collateral as may be approved by

Department must be issued by a guarantor or surety with an AM Best Company rating of (A -) or better. If, at any time during the term of this agreement, the Department, in its sole discretion, determines that the Consultant is not paying its deductible, it may require the Consultant to collateralize all or any part of the deductible or self-insured retention on any or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the Consultant.

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

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

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

1. Workers' Compensation and Disability Insurance. As required by State Finance Law §142, the Consultant shall maintain in force workers' compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of Consultant's employees. Consultant shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.

2. Commercial General Liability Insurance. The Consultant shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Consultant. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 aggregate. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:

- a. Coverage for contractual liability assumed by the Consultant insured under an insured contract (including the tort liability of another assumed in a business contract).
- b. All insurance policies required by these specifications except workers' compensation and professional liability shall be endorsed to provide coverage to **"the State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees"** using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in

combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms providing equivalent coverage.

- c. Products-Completed Operations Coverage, as provided in the General Liability Policy, or in certain instances through ISO form CG 26 11 09 99 or suitable equivalent.
- d. Where contract work will be performed by unregistered off-road equipment, Consultant shall provide documentation of a blanket Pollution Liability policy, or an endorsement to cover short-term pollution events, ISO form CG 04 33 10 01 or equivalent.
- e. Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.
- f. Explosion, Collapse and Underground Hazards coverage ("XCU") (for contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment).

3. Special Protective and Highway Liability Policy. The Consultant shall maintain, separate and apart from its umbrella policy, a policy issued to and covering the liability of the People of the State of New York, The State of New York, the Commissioner of Transportation, all employees of the Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, against damages that the insureds may be held legally liable to pay for property damage, personal injuries, or death that is caused by any occurrence that takes place within any location where work is to be or is being performed by Consultant, including at the location of any of the work. This should be ISO form CG 00 14 12 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than \$1,000,000 per occurrence and at least \$2,000,000 for each aggregate limit.

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

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

6. Consultant's Risks. The Consultant shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as

gross earnings, extra expense, or similar coverage, (b) personal property, and/or (c) automobile physical damage and/or theft. In no event shall the Department be liable for any damage to, or loss of, personal property, or damage to, or loss of, an automobile that is covered by a policy of insurance that is required by this agreement, even if such loss is caused by the negligence of the Department.

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

8. Railroad Protective Liability Insurance. (NOT APPLICABLE)

9. Marine Protection & Indemnity. (NOT APPLICABLE)

ARTICLE 13. INTERCHANGE OF DATA.

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

ARTICLE 14. DISPOSITION OF DATA.

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

ARTICLE 15. DAMAGES AND DELAYS.

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

ARTICLE 16. NOTICE OF BANKRUPTCY, VENUE, AUDITS.

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

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

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

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

ARTICLE 17. TERMINATION.

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

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

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

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

ARTICLE 18. DEATH OR DISABILITY OF THE CONSULTANT.

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

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

ARTICLE 19. INDEPENDENT CONTRACTOR.

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

coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 20. COVENANT AGAINST CONTINGENT FEES.

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

ARTICLE 21. TRANSFER OF AGREEMENT.

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

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

ARTICLE 22. PROPRIETARY RIGHTS.

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

ARTICLE 23. SUBCONTRACTORS/SUBCONSULTANTS.

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

ARTICLE 24. ORDER OF PRECEDENCE.

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

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

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:

Contact Person's Name: Matt Bromirski, Contract #C037903/C037904
Title: Deputy Assistant Commissioner, Contracts
Address: NYSDOT Contract Management Bur., 50 Wolf Rd., 6th Fl, Albany, NY 12232
Telephone Number: 518-457-2600
Facsimile Number: 518-457-2875
E-Mail Address: Matt.Bromirski@dot.ny.gov

Consultant's Name: . _____

Contact Person's Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

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

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

ARTICLE 31. TITLE VI ASSURANCE.

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

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

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

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

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

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

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

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

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

ARTICLE 32. CONSULTANT DISCLOSURE LEGISLATION.

In accordance with Chapter 10 of the Laws of 2006, the CONSULTANT shall complete the "State Consultant Services Contractor's Annual Employment Report" (Form B, Exhibit ____) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May15th of each year the contract is in effect. The CONSULTANT shall provide information regarding all employees providing service under this contract, whether employed by the CONSULTANT or any subconsultant or subcontractor. Form B will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1st to March 31st). Annual employment reports should be submitted to the following three agencies. It is recommended, however, that consultants check the agency websites annually to confirm the addresses.

By mail:
NYS Office of the State Comptroller

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

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

NYS Department of Transportation:

Reports that are submitted to the NYS Department of Transportation must be submitted electronically, preferably as a Word, Excel or pdf file via email to: consultantdisclosure@dot.ny.gov.

ARTICLE 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. C037903/C037904 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

By _____
DEPARTMENT OF TRANSPORTATION

DATE: _____

DATE: _____

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

In addition to the acceptance of this Agreement, I certify that all information provided to the STATE with respect to the requirements contained in State Finance Law Sections 139j & 139k is complete, true and accurate.

By _____ Date: _____
FIRM

OPERATION OF THE TRANSPORTATION MANAGEMENT CENTER IN
SYRACUSE or ROCHESTER

APPROVALS

ATTORNEY GENERAL

THOMAS P. DiNAPOLI

STATE COMPTROLLER

By _____

By _____

Date _____

Date _____

Acknowledgement for Contract #C037903/C037904

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, lessor, lessee or any other party):

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

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

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

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods,

unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law Section 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

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

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

Updated January 2014

APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B

REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS

(June 2016)

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 Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

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

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and 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/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete

for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

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

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

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 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 the amount above 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 Comptrollers 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 ([CFDA2](#)), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally

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 <http://www.cfda.gov/>

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.

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

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a

subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

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

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

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

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) 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.
- (b) 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.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract

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 of submittal of a formal proposal to the State's Contracts Bureau.

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

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

10. RECORDS AND REPORTS (a) The CONSULTANT will keep such records as are necessary to determine compliance with the CONSULTANT's equal employment opportunity obligations. The records kept by the CONSULTANT will be designed to indicate:

- (1) The number of minority and non-minority group members and women employed in each work classification on the project, where required by the NYS D.O.T Compliance Officer.
- (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to CONSULTANTS who rely in whole or in part on unions as a source of their work force).
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
- (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- (5) Compliance with all other requirements in these provisions such as meetings, instructions, employment efforts, etc.

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

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

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

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

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

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

The number of months of training to be provided under these special provisions is previously stated in 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.

EXHIBIT A
CDL FORM B

FORM B

OSC Use Only:

Reporting Code:

Category Code:

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: C037903 or C037904

Contract Term to

Contractor Name:

Contractor Address:

Description of Services Being Provided: OPERATION THE TRANSPORTATION
MANAGEMENT CENTER IN SYRACUSE or ROCHESTER

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 ☒

O*NET Employment Category Number and O*NET Job Title	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Preparer's Signature: _____

Title:

Phone #:

Date Prepared: / /

Use additional pages if necessary)

Page of

ATTACHMENT 2: CONSULTANT INFORMATION AND CERTIFICATIONS

CONTRACT NUMBER: C037903-C037904

PROJECT TITLE: OPERATION OF TRANSPORTATION MANAGEMENT CENTER IN SYRACUSE or ROCHESTER

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: _____

II. PROPOSER CERTIFICATIONS

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

- 365-Day Offer: This Proposal is a firm offer for a 365-day period from the date of submission.
- The firm has read and will follow the procedure outlined in **Section 7.3** of the RFP if it proposes the services of a former NYSDOT employee(s).
- Vendor Responsibility: The firm(s) have complete and submitted the required Vendor Responsibility Questionnaire submission certification or hard copy of the 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.
- As of January 1, 2019, bidders on New York State procurements subject to competitive bidding are required to submit a Certification on Sexual Harassment in bids. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization,

under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace, and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

- 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
(Name)

_____, hereby **certify that I have read and accept**
(Firm)

all terms and conditions contained in the Draft Contract, including Appendix A, which is included as Attachment 1 to this Request for Proposals.

SIGNATURE: _____

ATTACHMENT 3: FORM AOR – ACKNOWLEDGEMENT OF RECEIPT

ACKNOWLEDGEMENT OF RECEIPT OF RFP, MODIFICATIONS and RESPONSES TO QUESTIONS

Name of Proposer

We hereby acknowledge receipt of OPERATION OF THE TRANSPORTATION MANAGEMENT CENTER IN SYRACUSE and ROCHESTER, Contract #C037903-C037904 Request for Proposals, dated 9/20/19 and subsequent responses to questions and Modifications issued by the Department, as listed below.

Add additional lines below, if needed

Modification Number	Date Issued by the Department

Question & Answer Number	Date Issued by the Department

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)
https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/offers_affirmation_and_agreement_form.pdf
- Offeror Disclosure of Prior Non-Responsibility Determinations
https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/offer_disclos_prior_non.pdf

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.

Refer to “NYSDOT PROCUREMENT LOBBYING LAW GUIDELINES AND PROCEDURES” – see https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/pll_gandp_v1.pdf

3. **Summary of the policy and prohibitions regarding permissible contacts**

a) **Contacts prior to designation**

Any communication involving an attempt to influence the procurement are only permitted with the following Designated Contact Persons:

- The Contract Management Designated Contract Specialist
- The Contract Management Designated Supervisor
- The Contract Management Civil Rights Unit Supervisor
- The Contract Management Assistant Directors
- The Contract Management Director

These are some communications exempted from this restriction:

- Participation in a pre-proposal webinar/conference
- Protests, complaints of improper conduct or misrepresentation

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

b) **Contacts after designation**

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

- The Contract Management Designated Specialist
- The Contract Management Designated Supervisor
- The Contract Management Civil Rights Unit Supervisor
- The Contract Management Assistant Directors
- The Contract Management Director

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

c) Information Required from Offerers that contact NYSDOT staff, prior to contract approval by the Office of the State Comptroller

The individuals contacting NYSDOT should refer and shall be prepared to provide the following information as directed by the Department:

- Person's name, firm person works for, address of employer, telephone number, email address, occupation, firm they are representing, and whether owner, employee retained by or designated by the firm to appear before or contact the Department.

d) Applicability to an executed contract

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

4. Rules and regulations and more information on this law, please visit:

<http://www.ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html> (Advisory Council FAQs)

For more information, go to NYSDOT's Web Site at <http://www.dot.ny.gov> or contact:

Patricia Kappeller
NYS Department of Transportation
Contract Management Bureau
50 Wolf Rd, 6th Floor
Albany, NY 12232
Email: Patricia.Kappeller@dot.ny.gov
Telephone: (518) 474 - 6562

ATTACHMENT 5: CONSULTANT DISCLOSURE LEGISLATION FORMS A&B**OSC Use Only:**

Reporting Code:

Category Code:

Date Contract Approved:

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

State Agency Name: Transportation

Agency Code: 3900283

Contractor Name:

Contract Number: C037XX

Contract Start Date: / /

Contract End Date: / /

O*Net Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

Page of

FORM B

OSC Use Only:

Reporting Code:

Category Code:

**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: C037XXX

Contract Term to

Contractor Name:

Contractor Address:

Description of Services Being Provided: OPERATION OF TRANSPORTATION MANAGEMENT CENTER IN SYRACUSE and ROCHESTER

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

1

Health Services ☐ Mental Health Services ☐

Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☒

O*NET Employment Category Number and O*NET Job Title	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
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 THI BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.

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

[2] Unless otherwise required by law, the prices which have been quotes 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 HAV 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:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

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

NAME:

LEGAL RESIDENCE:

President

Secretary

Treasurer

President

Secretary

Treasurer

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

Identifying Data:

Potential Contractor: _____

Address: _____

City, State, Zip: _____

Telephone: (____) _____

If applicable, Responsible Contract Officer

Name: _____ Title: _____

Signature: _____ Email: _____

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

Legal name of person, firm or corporation

By: _____
(Name, Title)

Signature: _____

Address: _____

City, State, Zip: _____

Legal name of person, firm or corporation

By: _____
(Name, Title)

Signature: _____

Address: _____

City, State, Zip: _____

ATTACHMENT 7: VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this RFP, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this RFP does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests:

1. The fulfillment of obligations by the Firm, as proposed in the response does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole, including but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law;
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan travel, entertainment, hospitality, thing or promise, or in any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this RFP should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name: _____

Title: _____

Firm: _____

Signature: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

ATTACHMENT 8: DBE PARTICIPATION INFORMATION

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

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

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

Contract #____ C037903 or ____ C037904 (Check One)

Firm Legal Name	NYSUCP Certified DBE		% of Value of Total Contract
	DBE	None	
A. Prime Consultant			
B. Subconsultants			
Total			100%

**ATTACHMENT 8a: DBE SUBCONSULTANT PARTICIPATION SOLICITATION LOG
(GOOD FAITH EFFORT DOCUMENTATION)**

Contract No.: ____ C037903/____ C037904		Participation Goal 12.23 %		Page Number ____ of ____	
Prime Firm Name/Address		Contact Person Name		Phone Number (including area code), Email Address	
Solicited Company Name and Contact Person	Telephone (with area code)	Federal Employer Identification Number (FEIN)	Work Types Being Solicited	Types and Dates of Contacts	Contact Results

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 8a must be submitted for each Participation Goal established in the RFP.

******DBE CERTIFICATION IS A FEDERAL PROGRAM CERTIFICATION***
IT IS SEPARATE AND DISTINCT FROM THE NEW YORK STATE MBE/WBE/SDVOB
PROGRAMS.***

***PLEASE DO NOT CONFUSE THE TWO. FIRMS WITH QUESTIONS REGARDING THESE
PROGRAMS ARE ENCOURAGED TO SUBMIT WRITTEN QUESTIONS***

CONTRACT NO.: Enter the NYS DOT Contract Number (ex. C031111)

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

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

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

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

CONTACT PERSON TELEPHONE AND EMAIL: Enter phone number, including area code, and email address for the Contact Person.

DBE/MBE/WBE/SDVOB CONSULTANTS SOLICITED:

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

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

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

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

TYPES AND DATES OF CONTACT: Enter dates on which your firm contacted the solicited firm, either by mail (date solicitation sent), telephone (including date and time of call), email (date email sent or received), or other direct person-to-person contacts. Identify the type of contact by prefacing each date with “M” for mail, “T” for telephone, “E” for email, or “D” for direct meeting.

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

*****USE ADDITIONAL PAGES AS NEEDED*****

A description of the codes to use is as follows:

<u>CODE</u>	<u>DESCRIPTION</u>
1	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)
2	This firm is no longer in business. (NOTE: If this action is checked, attach your explanation as to why the solicitation was sent to the firm and how evidence that it was no longer in business was obtained – Attach the returned envelop showing that it was undeliverable, for instance)
3	The soliciting Prime Consultant was unable to reach this firm after having a telephone conversation to follow-up on the participation solicitation inquiry. (NOTE: Indicate in the Types and Dates of Contact column the dates and times at which follow-up was attempted)
4	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)

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.

1. Personnel Name and Title:	
2. Title assigned to this project:	
3. Firm working for on this project:	
4. Current employment status:	<input type="checkbox"/> Employed by Firm identified in #3 above <input type="checkbox"/> Employed by a different Firm _____ (Enter Current Employer) <input type="checkbox"/> 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:	

11.4 Description of person's role and responsibilities during the project:	
12.1 Project description (include contract number where appropriate):	
12.2 Client name:	
12.3 Client contact information (including contact name, phone number, email address:	
12.4 Description of person's role and responsibilities during the project:	
13.1 Project description (include contract number where appropriate):	
13.2 Client name:	
13.3 Client contact information (including contact name, phone number, email address:	
13.4 Description of person's role and responsibilities during the project:	

ATTACHMENT 15: CONTRACT JOB TITLE DESCRIPTIONS & QUALIFICATIONS

POSITION: PROJECT MANAGER (Key)

The Project Manager (PM) is responsible for 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. The Project Manager (PM) shall be the voice for the firm and for all other sub-consultants for all issues or concerns related to the contract. The State's managers will not deal with more than one PM for each contract.

TASKS:

Tasks are defined in Attachment 16. Specific duties include, but are not limited to:

Primary Tasks: 1a
Sub Tasks: 10

ORGANIZATIONAL RELATIONSHIP:

Reports directly to the NYSDOT Project Manager.

MINIMUM QUALIFICATIONS:

Education and Experience:

- Bachelor's degree in a relevant field and a minimum of 5 years of Project Management experience in TMC/Traffic operations/emergency operations with any of the following groups/sectors: Military, Transportation, Fire, Police, EMS, 911 **OR**
- Minimum of 10 years of full-time employment meeting the qualifying experience.

Knowledge Skills and Abilities:

- experience in writing and revising scope and cost proposals, and
- experience in developing procedures and protocols, and
- experience in public relations.

Qualifying Experience: Candidates must meet all the following conditions:

- TMC/Traffic/Dispatch operations with any of the following groups/sectors: Military, Transportation, Fire, Police, EMS, 911, and
- at least 4 years of experience as a Project Manager for projects with a net worth of at least \$500k annually, and
- must have extensive experience in managing projects and tasks from inception to completion, and
- experience in supervising a minimum of 10 employees.

DESIRED QUALIFICATIONS:

It is desired, but not required, that candidates for this position also be proficient in the following areas:

- data analytics including: economic evaluation, systems evaluation and predictability modeling,
- strong interpersonal skills with an ability to get along with others in a team environment.

POSITION: CONSULTANT OPERATIONS MANAGER (KEY)

Manage all operational aspects of the TMC with internal and external ITS partners including NYSDOT maintenance, construction, traffic, public affairs; emergency service providers; transit; and other local agencies as necessary. Oversees day-to-day operations on a 24/7 basis. The TMC Consultant Operations Manager shall oversee the Consultant staff located at TMC and have office space at the TMC.

TASKS:

Tasks are defined in Attachment 16. Specific duties include, but are not limited to:

Primary Tasks: 1b, 4

Sub Tasks: 1a, 2a, 2b, 7, 10

ORGANIZATIONAL RELATIONSHIP:

Reports directly to NYSDOT TMC Manager and Firm Project Manager.

MINIMUM QUALIFICATIONS:

Education and Experience:

- Bachelor's degree in relevant area with at least one year of qualifying work experience; **OR**
- 5 years of full-time employment meeting the qualifying experience.

Knowledge Skills and Abilities:

Candidates for this position should be proficient in the following areas:

- oral and written communication, and
- computer/Software including: MS Office applications, spreadsheets and databases, and
- personnel management, and
- public, internal and external relations (work well with internal, external and partner groups and individuals), and
- mentor and train new staff; and
- Able to respond to problem situations 24 hours a day.

Qualifying Experience: Candidates must meet all the following conditions:

- Management/supervision position in transportation operations or military with experience in scheduling, administration, performance evaluations, hiring, employee relations, problem solving and leadership.

DESIRED QUALIFICATIONS:

It is desired, but not required, that candidates for this position also be proficient in the following areas:

- data analytics including: economic evaluation, systems evaluation and predictability/performance modeling,
- strong leadership and interpersonal skills with an ability to get along with others in a team environment,
- ability to cope with stress and personnel problems,
- organization skills.

POSITION: SYSTEMS OPERATOR III (KEY)

A Systems Operator III is the acting manager on duty in the absence of the Operations Manager and assists Operations Manager in developing protocols, standard operating procedures, and ensuring compliance with accepted guidelines and practices. They oversee the operations floor, directing Systems Operator I & II's and are expected to take a leadership position over operations staff and activities. They provide QA/QC for all operational steps and ensure that policy and procedures are followed and that staff actions are in conformance with expectations.

Systems Operator III's are expected to have all the skills and capability of an operator II and will assist operators during busy times. They are the first resource to the Systems Operator I & II's and should be knowledgeable on all aspects of TMC operations.

TASKS:

Tasks are defined in Attachment 16. Specific duties include, but are not limited to:

Primary Tasks: 2a, 2b, 7

Sub Tasks: 1b

ORGANIZATIONAL RELATIONSHIP:

Reports directly to Operations Manager and NYSDOT TMC Director

MINIMUM QUALIFICATIONS:**Education and Experience:**

- Associates degree or higher with at least one year of qualifying work experience; **OR**
- Three years of full-time employment meeting the qualifying experience.

Knowledge Skills and Abilities:

Candidates for this position should be proficient in the following areas:

- oral and written communication, and
- computer/Software including: MS Office applications, spreadsheets and databases, and
- supervising employees, and
- public, internal and external relations (work well with internal, external and partner groups and individuals), and
- mentor and train new staff; and
- using roadway maps and have basic knowledge of roadway elements, and
- Able to respond to problem situations 24 hours a day.

Qualifying Experience: Operations dispatching with at least one of the following groups/agencies: Transportation, Fire, Police, EMS, 911, or similar experience in the Military.

DESIRED QUALIFICATIONS:

It is desired, but not required, that candidates for this position also be proficient in the following areas:

- organization skills,
- ability to cope with stress,
- perform with minimum supervision.

POSITION: SYSTEMS OPERATOR II

A Systems Operator II is expected to have a strong familiarity with the Regions' roadways and the location and purpose of all ITS elements; independently operate the TMC's Advanced Traffic Management Systems (ATMS); aid in Traffic Incident Management (TIM); receive and coordinate department response on roadway concerns; dispatches maintenance crews for snow and ice operations and keep records on incidents, roadway concerns and call logs.

A Systems Operator II shall, under the supervision of Systems Operator III, operate the TMC's Advanced Traffic Management Systems (ATMS); aid in Traffic Incident Management (TIM); receive and coordinate department response on roadway concerns; dispatch maintenance crews for snow and ice operations and keep records on incidents, roadway concerns and call logs. In addition, Systems Operators II staff is expected to be well versed in TMC policy and guidance.

TASKS:

Tasks are defined in Attachment 16. Specific duties include, but are not limited to:

Primary Tasks: 2b

ORGANIZATIONAL RELATIONSHIPS:

Reports directly to the Systems Operator III

MINIMUM QUALIFICATIONS:

Education and Experience:

- Associates degree or higher; **OR**
- two years of full-time employment meeting the qualifying experience.

Knowledge Skills and Abilities:

Candidates for this position should be proficient in the following areas:

- oral and written communication, and
- computer/Software including: MS Office applications and spreadsheets, and
- capable of working well with co-workers and NYSDOT staff, and
- using roadway maps and have basic knowledge of roadway elements, and
- perform with minimum supervision.

Qualifying Experience: Operations dispatching with at least one of the following groups/agencies:

Transportation, Fire, Police, EMS, 911, or similar experience in the Military.

DESIRED QUALIFICATIONS:

It is desired, but not required, that candidates for this position also be proficient in the following areas:

- Able to respond to problem situations 24 hours a day,
- Ability to cope with stress.

POSITION: SYSTEMS OPERATOR TRAINEE / SYSTEMS OPERATOR I

New Systems Operators are not expected to have strong competency in TMC dispatching. As such, the new hires must work as a Systems Operator Trainee for a minimum of three (3) months (maximum of six (6) months) and pass a core competency evaluation before they can progress to a Systems Operator I. At hire, a Systems Operator Trainee is expected to have a basic familiarity with the regions' roadways, basic dispatching skills, good written and oral communication skills, and shall understand basic data analytic applications (e. g. databases & spreadsheets).

As a Systems Operator I, staff will continue their training for a minimum of six (6) months (maximum of one (1) full year) beginning at the end of the Trainee period. After which, Systems Operator I staff must be able to demonstrate proficiency in the ATMS, Dispatching, TMC Policy and be able to work independently. Upon completion of the Systems Operator II core competency evaluation, the Systems Operator I is eligible to be promoted to Systems Operator II. A Systems Operator I shall have a detailed familiarity with the regions' roadways, understand communications protocols and be knowledgeable on the location and purpose of all ITS elements and shall be capable of independently following procedure and direction.

A Systems Operator Trainee I shall, with the support of a Systems Operator II and under the supervision of Systems Operator III operate the TMC's Advanced Traffic Management Systems (ATMS); aid in Traffic Incident Management (TIM); receive and coordinate department response on roadway concerns; dispatch maintenance crews for snow and ice operations and keep records incidents, roadway concerns and call logs.

Systems Operator I staff Duties are the same as Systems Operator II but it is expected that a Systems Operator I will be in training and not yet proficient in all aspects of the Systems Operator II role.

Candidates who do not demonstrate core competencies by the maximum deadlines will automatically be removed from service unless otherwise agreed upon by NYSDOT TMC Director.

TASKS:

Tasks are defined in Attachment 16. Specific duties include, but are not limited to:

Primary Tasks: 2b

ORGANIZATIONAL RELATIONSHIP:

Reports directly to the Systems Operator III

MINIMUM QUALIFICATIONS:

Candidates for this position must meet the Minimum Qualifications described in the Systems Operator II position.

DESIRED QUALIFICATIONS:

Desired Qualifications are the same as those described in the Systems Operator II position.

POSITION: TRANSPORTATION ANALYST I & II

The Transportation Analyst will assist the TMC and NYSDOT in informing the public and partner agencies on the impact of weather, construction, maintenance, and other activities; ensure that work zone setup meet department standards and conform to policies; report on and ensure that the Department's external condition reporting systems (OpenReach and NY511.org) are timely and accurate; collect, analyze and report on TMC performance; assist in TMC asset management and recordkeeping; conduct TMC/TSMO related studies/investigations, assist in ITS scope development, and work with contractors to correct reporting deficiencies in TMC systems.

Analysts will also assist with day to day TMC operations and provide as need support to systems operators.

TASKS:

Tasks are defined in Attachment 16. Specific duties include, but are not limited to:

Primary Tasks: 3, 8, 9

ORGANIZATIONAL RELATIONSHIP:

Reports directly to Operations Manager and NYSDOT TMC Manager

MINIMUM QUALIFICATIONS:**Education and Experience:**

- Either Bachelor's degree in related field with a minimum of National Institute for Certification in Engineering Technologies (NICET) level 2; **OR**
- a minimum 5 years of equivalent work experience in construction inspection, supervision, or management with experience in roadwork and work zone traffic control.

Knowledge Skills and Abilities:

Candidates for this position should be proficient in the following areas:

- computer/Software including: MS Office applications, spreadsheets and databases, and
- personnel management, and
- Work Zone Traffic Control design and/or implementation, and
- data analytics including: economic evaluation, systems evaluation and predictability/performance evaluation, and
- some experience with mapping (ArcMap, ArcView, other) and;
- oral and written communication.

DESIRED QUALIFICATIONS:

It is desired, but not required, that candidates for this position be proficient in the following areas:

- performing multiple tasks simultaneously and independently; interpersonal skills and ability to train others,
- working and getting along with others in a team environment.

POSITION: FIELD TECHNICIAN

Field Technicians assist NYSDOT TMC engineers in asset management and record keeping; troubleshooting ITS/communication/network failures that include upgrading, replacing, configuring, installing, adjusting/reconfiguring, and repairing field devices; confirming functional and intended displays of DMS messages; investigating reports of equipment malfunctions; inventorying operational status of ITS equipment, ITS maintenance contractor oversight and coordination.

TASKS:

Tasks are defined in Attachment 16. Specific duties include, but are not limited to:

Primary Tasks: 5b

Sub Tasks: 11

ORGANIZATIONAL RELATIONSHIP:

Reports directly to the Systems Engineer I and Consultant Operations Manager

MINIMUM QUALIFICATIONS:**Education and Experience:**

- Associate's degree or higher in Electrical Engineering or Electrical Engineering Technology, Computer Science or Information Technology; **OR**
- 2 years of full-time employment meeting the qualifying experience.

Knowledge Skills and Abilities:

Candidates for this position should be proficient in the following areas:

- computer/Software including: MS Office applications, spreadsheets and databases, and
- plan and/or schematic reading, and
- perform field work on varying terrain and weather conditions, and
- Electronics troubleshooting and repair/replacement of electronic devices (e.g. modems, switches and routers), and
- Possess valid driver's license.

Qualifying Experience: Field experience as a service technician in the field of Telcom, Electrical Technology or Information Technology.

DESIRED QUALIFICATIONS:

It is desired, but not required, that candidates for this position be proficient in the following areas:

- Working and getting along with others in a team environment,
- Troubleshooting, configuring and updating telecommunications, and Information Technology systems,
- electrical safety and systems with knowledge of electrical codes and safe working practices,
- Oral and written communication, and
- Wireless (radio and cellular) and fiber optic communication,

POSITION: SYSTEMS ENGINEER I (KEY) & SYSTEMS ENGINEER II

The Systems Engineer is responsible for working closely with the NYSDOT Systems Engineer (If NYSDOT does not have a Systems Engineer, then the Consultant Systems Engineer will assume the position) to facilitate and coordinate the installation, operation, repair, relocation and maintenance of the TMC's ITS and networking hardware and software. The Systems Engineer will be responsible for system security and performance. The TMC's operate 24/7/365 and as such the TMC systems and ITS elements need to be fully secure and operational. The person in this role will be on call 24/7 and will be responsible for ensuring that the TMC systems are fully functional and will minimize down time for any hardware or software.

TASKS:

Tasks are defined in Attachment 16. Specific duties include, but are not limited to:

System Engineer I:

Primary Tasks: 5a

Sub Tasks: 5b, 11, 13

Organizational Relationship:

Reports directly to the Systems Engineer NYSDOT TMC Manager and Consultant Operations Manager

MINIMUM QUALIFICATIONS:

- Bachelor's degree or higher in Information Technology or Computer Science with the following certifications:
 - CCNA
 - CCNA Routing and Switching
 - CCNA Security
- MSCA
- AND a minimum of 4 year work experience in IT network setup, security and administration

DESIRED QUALIFICATIONS:

Knowledge Skills and Abilities:

Candidates for this position should be proficient in the following areas:

- IT network and computer design and building; troubleshooting; system security; configuration, and documentation, and
- oral and written communication, and
- computer/Software including: MS Office applications, spreadsheets and databases, and
- Capable of performing several tasks simultaneously; and
- Perform with no supervision, and
- perform field work on varying terrain and weather conditions, and
- Good interpersonal skills and ability to train others, and
- Able to respond to problem situations 24 hours a day, and

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 2019 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 **#C037903-C037904 Operation of the Transportation Management Centers in Syracuse and Rochester**
Syracuse - C037903 – Attachment 18: Cost Proposal Workbook Syracuse
Rochester – C037904 – Attachment 18: Cost Proposal Workbook Rochester

The Prime Consultant is responsible for entering all information into Attachment 18: Cost Proposal Workbook. There will be one (1) loaded hourly straight time rate and one (1) loaded hourly overtime rate proposed for each Contract Job Title.

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

1. Enter the name of the Prime Consultant in Row 2.
2. Operating expenses:
 - a. The expected annual number of straight and overtime hours per Contract Job Title have already been entered.
 - b. Enter the Fully Loaded Straight Time Hourly Rate for each title in Column D for each calendar year. Enter the Fully Loaded Overtime Hourly Rate for each title in Column E for each calendar year.
 - i. The Systems Operator's Fully Loaded Straight Time Hourly Rate and the Fully Loaded Overtime Hourly Rate **shall include the following base hourly rates for Systems Operators**
 - **Systems Operator III - \$26.00 per hour**
 - **Systems Operator II - \$23.75 per hour**
 - **Systems Operator I - \$19.50 per hour**
 - **Systems Operator Trainee - \$18.00 per hour**
 - c. The cost of providing secretarial services for typing of correspondence, reports, and records shall be included in the fully loaded straight time hourly rates and the fully loaded overtime hourly rates.
 - d. The Consultant will only be reimbursed for actual hours worked by staff. Time off for meals, vacations or sickness are not reimbursable. Any cost associated with employee benefits shall be included in the fully loaded straight time hourly rates and the fully loaded overtime hourly rates.
3. Direct Non-Salary Costs (estimated):
 - a. Enter the description and estimated annual costs for direct non-salary costs per calendar year.
 - b. Provide additional backup itemizing each of these costs in Part II: Cost and Administrative Submittal/Proposal following the hard copy of Attachment 18: Cost Proposal Workbook.

ATTACHMENT 17: SCOPE OF WORK DETAILED TASK DESCRIPTIONS

Task 1 – General Program Direction, Management and Administration

Task 1a – Contract Management and Administration

This Task 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.

The Consultant shall designate a Project Manager (PM). The PM will coordinate and be the voice for all other subconsultants working as part of the Consultant's team.

The Consultant shall prepare and submit monthly invoices and progress reports in accordance with applicable State and Federal requirements. Monthly invoices should be submitted no later than 2 weeks after the end of the month. Clerical/Administrative support staff will prepare consultant invoices, reports, forms, letters and other official project related correspondences. This support staff are not expected to have TMC related activities as a full-time task nor are they to be based at the TMCs.

The Consultant shall prepare and update reports on an interval basis as shown below. These reports shall be delivered to the NYSDOT HVTMC Program Manager, at the intervals described.

Task 1b – Operations Management and Administration

This task consists of all work necessary to provide for the general management, oversight, QA/QC, and administration of the Consultant operations teams at the TMCs. Staff assigned to this task shall be available at all times during off duty hours to provide assistance to Tasks 2a, 2b, and 3 personnel as appropriate. Off duty support may require Task 1 personnel to return to the TMC. Response to calls for assistance must be within 15 minutes of being contacted.

Consultant staff assigned to this task shall:

Collaborations:

- a. Participate in onsite and offsite meetings to assist the State in daily operations issues. This includes but is not limited to: Regional Traffic Incident Management committees; incident debriefing; ITS/ATMS/TSMO/ICM committees; strategic planning; operations activity meetings; emergencies; significant event and weather event planning and activation meetings. Offsite meetings may require minimal travel.
- b. Build relationships with external stakeholders and partner agencies. Act as the TMC liaison to partner agencies for Traffic Operations.
- c. Represent the TMC at internal and external meetings and may be required to facilitate and/or present on TMC performance, capability and activity response.
- d. Conduct tours of the TMC.
- e. Meet regularly with the NYSDOT TMC Director to cooperatively identify and prioritize work to be performed.

Staff administration, performance and oversight.

- a. Ensure the complete and proper employment, training, scheduling, and oversight of TMC Consultant (and Subconsultants) personnel and field support personnel. This shall include ensuring that all shifts are appropriately covered with trained personnel to accommodate vacations, sick leave, and other absences of personnel.
- b. Administer a staff allocation plan that ensures 24/7/365 coverage is provided for task 2a, 2b, and 3; and provide the NYSDOT TMC Director with monthly, staffing schedules.
- c. Ensures that staff is properly credentialed, training and is performing effectively and efficiently.
- d. Canvas/post, interview and hire new staff.

- e. Provide adequate staff and resources for all tasks and activities throughout the duration of the contract, including during State emergencies, snow, storms and other major weather events, significant planned/unplanned events.
- f. Develop agendas, schedule and facilitate quarterly staff meetings. Meeting shall include all consultant operations staff and NYSDOT TMC staff.

Quality control and assurance:

- a. Ensures that all TMC Consultant personnel is performing in an effective, efficient and professional manner at all times. Conducts quality control and quality assurance checks to ensure that staff is following policies and directives and that TMC operations are at optimal performance.
- b. Develops and executes personnel performance enhancement and improvement program. Administers employee evaluation and personnel correction/counseling/discipline as needed.
- c. Maintains records and documentation as directed to support the overall operations at the TMCs.

Policy and directives, Record Keeping:

- a. Ensure that the TMC policy/guidance and directives are up-to-date and available both in hard copy and electronically to the entire TMC staff.
- b. In collaboration with the NYSDOT TMC Director, refine or develop new TMC policy and guidance. 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.
- c. Provide assistance to the NYSDOT TMC Director for facilities' issues and needs.

HVTMC Performance:

- a. In collaboration with task 3 and task 8 personnel, develop and produce weekly, monthly and annual performance measures reports and dashboards. Reports shall include easily understandable dashboards and be in conformance with the Departments performance measurement goals and objectives.

Task 2 – Systems Operations at the TMC

Task 2a – Systems Operations Lead/Shift Oversight

This task consists of work necessary to provide shift leadership and management of systems operators. Personnel assigned to this task are responsible for ensuring that the human monitoring of the TMC Systems are done effectively, efficiently and professionally.

Personnel in this position is expected to be a leader and as such set a professional, positive and productive example. In addition, personnel will be responsible for creating and fostering a welcoming thoughtful and nurturing work environment.

Consultant personnel assigned to this task shall:

- a. Assist managers in training of staff, oversee and provide training for new staff assigned to TMC operations. Know the operations and procedures for all TMC ATMS/ITS systems and ensure that operations binders are up-to-date and that personnel are fully trained.
- b. Assist in conducting staff performance reviews and evaluations and support corrective actions plans.
- c. Have situational awareness at the beginning and during each shift and supervise transition period between shifts to make sure pertinent information (e.g., open incidents, equipment status, staffing, etc.) is shared between shifts.
- d. Alert operators to new memorandums, procedures, policies, guidance and special projects and ensure that operators are trained and proficient and compliant in the new standards.
- e. Ensure that personnel are alert and focused and that roadways are monitored on a continuous basis.
- f. Convey a professional attitude and work ethic, set positive examples for systems operators and ensure that operators are acting accordingly.
- g. Resolve problems and staff complaints (confer with Operations Manager if necessary).

- h. Verify that VMS messages are correct and in conformance with policy and regional expectations.
- i. Verify the accuracy and completion of all TMC logs, reports, checklists, documents, and any other operational reports.
- j. Maintain and ensure data quality for TMC databases.
- k. Organize and verify equipment problem tickets, then forward them to Systems Engineer.
- l. Ensure that all construction notifications are up-to-date and logged correctly in 511NY. Assist task 3 personnel in situational awareness of work zone activities and potential conflicts.
- m. Assist in creating and implementing a staff schedule, update weekly or when necessary. Assign Shift Assignments to Systems Operators weekly. Supervise Systems Operators during shift and ensure staff performance and attendance are within policy and regional expectations.
- n. Perform special projects and tasks as requested. Can delegate to Systems Operators as appropriate.
- o. Communicate with police, rescue, media, tow, construction & maintenance contractors and other agencies concerning roadway incidents and/or equipment failures.
- p. Consult with NYDOT management to construct emergency and special VMS messages.
- q. In coordination with the Operations Manager, handle correspondence between TMC and outside agencies and authorities.
- r. Meet/Interview potential candidates for hire.
- s. Assist Operations Manager in preparing monthly TMC operations performance and accomplishment reports.
- t. Create Daily Summary Reports for the shifts.
- u. Resolve problems and personnel complaints, conferring when necessary with the Consultant Operations Manager.
- v. Participate in TIM steering committees, after action reviews and other meetings as directed by NYSDOT TMC Manager.
- w. Provide assistance and disseminate pertinent information to the entire staff to ensure that active incidents are handled properly.
- x. Responsible for messages being placed on VMS and HAR for all active incidents, have input on all other pre-planned VMS and HAR messages emanating from NYSDOT/construction/other agency coordination meetings. As a Systems Operator III with Direct Reports, these individuals are responsible for taking after hour's calls from the employees they manage. The calls may regard operational questions, scheduling, need to PTO, etc. It is up to the Systems Operator III to handle whatever their Direct Reports' issues may be. If the Systems Operator III is unable to handle the situation on their own they should contact the Lead Systems Operator III for assistance. It is important that all employees, especially Systems Operator III personnel, follow the TMC Organizational Chart when handling situations.

Task 2b – Systems Operations at the TMC

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

Systems Operators are expected to proactively monitor the performance of the highway system, weather and highway conditions, intercede appropriately, in conformance with TMC Policy and Guidance, to address concerns, deficiencies or conditions. They coordinate the department's response to identified conditions. Response includes, but is not limited to, the following: operation of the ITS components of the ATMS, communication and coordination with department staff and management, outside agencies and first responders.

Consultant personnel assigned to this task shall:

Information Handling:

- b. Receive and respond, in accordance with current and future Standard Operating Procedures (SOP), to notice of roadwork, highway incidents, special event information, incidents and/or situations affecting the Department, requests for assistance (NSDOT and other), or reports regarding the malfunction or concern for any State-owned equipment,

infrastructure or asset. Requests, notices, reports or information may come from the public, police, NYSDOT, TMC partner agencies and other sources may be communicated through various mechanisms including: phone, radio, email, in-person or other mechanisms. The Consultant shall keep records of all reports in accordance with current and future TMC Operations Procedures.

- c. Answers phone inquiries and coordinate the Department's response with operational partners and provide them with the necessary information on reported conditions or traffic conditions.
- d. Respond to inquiries about TMC/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.
- e. Periodically back-up ITS software, archive data records and generate reports and provide historical data from archived data.

Operate TMC ATMS/ITS Systems

- a. Provide human monitoring of the highway systems and traffic control device operation and take appropriate actions as defined in the TMC's current and future SOP. This includes monitoring and operating numerous devices and systems in accordance with existing SOP. These devices and systems include, but are not limited to the following:
 - i. TMCs Advance Traffic Management System (ATMS) applications/software and associated/related field equipment.
 - ii. CCTV surveillance cameras.
 - iii. Software computer programs that allow operators to create/activate/deactivate messages on variable message signs.
 - iv. 511NY/OpenReach system.
 - v. Travel Time System.
 - vi. Performance Measures System.
 - vii. Dispatch software.
 - viii. Highway Advisory Radio.
 - ix. Utilizing motoring information resources from the TMCs, operate and display messages on fixed-location and portable variable message signs. The Consultant shall monitor the variable message sign using the TMC's Traffic Management Systems and ensure that only appropriate messages are displayed.
 - x. 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.

Aid in ATMS/ITS System Configurations and Performance

- a. Monitor ITS, AMTS and networking systems for failures in accordance with current and future operating procedures and tools. Systems Operators shall acknowledge and evaluate the system reported failure. Upon verification of equipment failure, the Systems Operators shall inform NYSDOT TMC personnel, using notification procedures in place in the TMCs, of all appropriate repairs, and assist in returning equipment to online status upon completion of repairs. Task 2 personnel are not responsible for physical equipment repairs.
- b. Assist NYSDOT with identifying, troubleshooting, documenting and establishing repair priority for failed equipment.
- c. Assist Systems Engineer in ITS or systems reconfiguration to improve its operation.
- d. Utilize State supplied reporting or monitoring equipment.

Traffic Incident Management

- a. Provide coordinated management of traffic incidents with NYSDOT, law enforcement, emergency responders and other outside agency personnel at the TMC or in the field. Incident management shall be performed in accordance with existing SOP.

Participate in the training of new Systems Operators.

Task 3- Roadwork Condition Information and Coordination

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

Consultant personnel assigned to this task shall:

Constructions and Maintenance Activities:

- a. Review highway restrictions for Regional Capital Construction Projects, perform spot hourly volume checks within the project limits, and considering Driver First concepts, help determine the optimal recommended road closure times.
- b. Will contact and coordinate with project Engineers-in-Charge for planned construction activities where lane closures or major traffic impacts are anticipated and may draft traffic advisory messages for the VMS, PVMS, HAR and public websites to mitigate the impact to the traveling public resulting from these activities.
- c. Review SuperLoad routes for potential conflicts with roadwork and related height and weight restrictions.
- d. 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.
- e. May attend meetings at the Regional Office or at field offices to become familiar with the project impacts on traffic phase 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 Direction will assist in the determination of which meetings to attend.
- f. Assist the Department in ensuring that disruption of traffic flow due to construction, maintenance, or other planned activities is minimized. Coordination with NSDOT Engineers-in-Charge, Maintenance, external agencies, utilities, partner agencies, and designated project contractors and consultant staff will be necessary to gather information related to roadway or lane closures.
- g. Compile and disseminate a weekly construction advisory containing planned lane closures for the upcoming weekend and following week. The advisory is distributed directly to internal and external partner agency staff in accordance with current and future standard operating procedures.
- h. 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.
- i. 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. Staff assigned to Task 3 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.
- j. Work with external agencies to minimize the traffic problems resulting from the roadwork activities.
- k. Develop, with the Regional Traffic and Safety Mobility Unit, a checklist for Regional Designers to use during the Detailed Design Phase when proposing road closures.
- l. Attend progress meetings with project designers.
- m. Use existing and developing construction coordination conflict tools to help determine recommended road closures.
- n. Work with Regional Designers to develop Work Zone Traffic Control documents to track/plan current and future Construction, Design & Maintenance projects.

Weather Condition

- a. Review/monitor roadway conditions.
- b. When necessary, develop and deliver action plans for TMC to address potential concerns. This includes DMS & HAR messaging and coordination with maintenance operations and other agencies, etc.
- c. Coordinate, as necessary, departments response and provide QA/QC for departments response, including public messaging (DMS and other).
- d. Keep records of events and action plans.
- e. Coordinate with adjacent regions, and other agencies, and external partners for information exchange.

Task 4 – Training and Updating of Procedures

This task covers work by the Consultant to provide new hire and on-going training to the Consultant staff at the TMC. Training shall be provided to new hires and current staff as needed and to new staff as part of a new hire training program. All staff shall be proficient in their assigned roles. It is the responsibility of the Consultant to ensure that all Consultant (including subconsultants) staff has the necessary skills and certifications/licenses to be effective at their respective jobs. Consultant shall provide necessary training to ensure staff effectiveness. The Consultant shall be responsible for ensuring that staff in positions that require external certifications meet the job requirements and maintain their certifications/licenses in active, current status.

Any costs associated with training, continuing education, certification/licensure, educational and professional activities are not reimbursable or chargeable to the project and shall be at no cost to NYSDOT.

Consultant staff assigned to this task shall:

- a. TMC staff is responsible for communicating with the public, outside agencies, and external and internal groups. It is essential for the TMC staff to be able to communicate effectively both orally and in writing. Consultant shall ensure that all Consultant staff at the TMC are training in proficient oral and written communications.
- b. Provide training to all Consultant staff on all TMC software applications, including the TMC's ATMS software, database applications used for dispatching and Microsoft Windows, Microsoft Access, Microsoft Excel, Microsoft Word and other applicable Microsoft Office products. Staff is expected to use Excel and Word at an intermediate or above level and demonstrate proficiency in all applications.
- c. Ensure that all Consultant staff at the TMC's have been trained and are proficient with all current and future operations.
- d. Updating training materials to include new and updated policy, procedures, protocols and when new ITS systems are brought into operation. These may 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 the basic events to which the TMC 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.
- e. Develop a comprehensive training program which shall be submitted to the TMC Director for review and approval. Training may be completed at the TMC or externally and may include extensive hands-on training, in-person, formal classroom style exercises, video and desktop activities and exercises/modules. The training shall provide for testing of trainees to ensure that staff can demonstrate mastery of the topics. It shall be consistent with current operating procedures and include regular refreshers. Additional in-house or external training of staff, as directed or approved by NYSDOT, may be necessary or recommended to enable continuous evaluation, improvement and expansion of the staff's operations, communications and coordination roles.
- f. Training 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. This task will be on an as needed basis.
- g. Transitioning Consultant shall, with the support of NYSDOT management, provide training to the task 10 staff specific to equipment and systems operated by NYSDOT.
- h. Update operating protocols and procedures (includes partner agencies) and retain staff as needed. Serve as a liaison to This task includes Consultant work necessary to recommend and, with NYSDOT approval, implement changes to operating procedures, including incident management, agency notification and resource activation procedures.

Task 5 – Field Support and Operational & Technical Services

Task 5a – System Network Administration and Hardware & Software IT Support

The Consultant shall provide day-to-day Information Technology (IT) hardware, software and network administration support services to the TMC's ATMS/ITS networks/systems, and computers as outlined below. All work associated with this task shall be in accordance with NYSDOT Information Technology policies and procedures, New York State Information Security policies and procedures, standards established by the Federal Highway Administration, and standard industry practices.

Information Coordination

It shall be the Consultant's responsibility to coordinate the flow of information between the TMC, Contractors, and other outside agencies as follows:

- a. Coordinate and oversee all scheduled work that impacts the TMC's ITS and ATMS systems or equipment. This includes, work completed in-house, by contact or contractor or included in other projects.
- b. TMC's liaison and coordinate installations, repairs, stake-out requests, and respond to contractors and utility companies as necessary.
- c. Oversee and support inter-region communications and connectivity.
- d. Monitor and maintain logs of all work performed on any TMC owned equipment to ensure that disruptions of due to planned or unplanned activities are minimized.
- e. TMC liaison for ITS/ATMS system design efforts completed by others. Provide technical guidance and support for ITS/ATMS projects. May include attending meetings, off site, with designers, construction staff or others to support the advancement of the Regions ITS/ATMS.

Hardware and Software Support

The Consultant shall be responsible for the security, monitoring, and evaluation of new and existing TMC hardware and software system including:

- a. Maintaining reliable communication between the TMC and field equipment.
- b. Evaluating and implementing network security by identifying and resolving potential security threats with ALL TMC equipment, both physical and over the network, to ensure they are up-to-date and secured against internal and external threats.
- c. Apply firmware and software updates/patches/fixes and maintain backups for system recoveries.
- d. Thoroughly test all functionality and equipment configuration. Documentation shall include visual representations of network and system connectivity and written documentation to define system configuration, security and connectivity.
- e. Research setups and bench test new and existing equipment to determine the feasibility of integration and to confirm that new equipment operates per manufacturer's specifications. Produce device configuration or change notices for internal and external configuration changes.
- f. Recommend new or replacement software/hardware based on technical merits and cost effectiveness measures such as life cycle, maintenance and other costs. Arrange for the replacement of equipment as needed. Consultant may be tasked with assisting the State in acquiring quotes for new or replacement hardware, consistent with NYSDOT/OGS purchasing rules. NYSDOT will purchase the equipment and this Consultant is not responsible for purchasing hardware or software under this contract. NYSDOT retains any and all ownership rights to any and all equipment, material, media, and software acquired or purchased. Unless otherwise directed by NYSDOT or the TMC manager, the information shall be the sole property of NYSDOT and shall not be distributed.
- g. Direct field technician to configure, replace, or troubleshoot ITS network components at remote locations.
- h. Develop and assist with system acceptance test procedures during new software or hardware installations.
- i. Manage all TMC owned desktop workstations and server software, as well as various third-party software packages used at the TMC.
- j. Routinely back-up the system software and archive all historical records in accordance with a format and schedule determined or approved by NYSDOT.
- k. Support the most current Advance Traffic Management System's (ATMS) central software and any future ATMS software system which replaces, supplements, or modifies that software.

Administrative Duties

- a. Produce system performance reports of TMC networked components from ATMS logs and IT System Maintenance logs indicating up/downtime of equipment.
- b. Assist in the development of “dashboard” performance measure reports for TMC and highway operations.
- c. Review Regional ITS projects for compliance with industry and Department standards.
- d. Recommend standards and direction for system implementation, such as CCTV networks, VMS networks, Data Collection and archiving, etc.
- e. Recommend standards for ITS equipment purchases and installation practices.

In addition to the IT support outlined above, the Consultant may be required to provide technical support services outside normal work hours. This may include participation in field reviews to remote sites to verify the operation of repairs performed by others and maintain records, identifying system maintenance needs, or provide technical support defined below during unforeseen operational issues. The Consultant shall provide these additional services using the full-time staff assigned to the overall task, or with other project staff as applicable. To adequately provide this technical support there may be times where field work may be required. When travel is necessary, the transportation and safety shall be in accordance with task 11. At any time, a support vehicle can be shared with task 5b staff.

The Consultant is responsible for providing these services for the TMCs 24/7/365. This shall be accomplished by scheduling full time task 5a staff at the individual TMCs. They shall be available at all times during off-duty hours to provide assistance to task 1, task 2 and NYSDOT personnel. Task 5 personnel shall contact the TMCs within 15 minutes of being paged during off-hours. The Consultant shall cover absences either planned or unplanned of task 5 personnel at no additional cost to the State.

Task 5b – ITS Field Support Operation & Technical Services

This task covers work by the Consultant to support field-related operations, to support the IT Network Administrator, and to provide a level of technical services outlined below. Staff assigned to this task will be required to travel to remote ITS sites as needed. As the ITS system changes, NYSDOT will notify the Consultant that a change in staffing is necessary to support the expanded system. Initially, the Consultant shall assign one (1) Field Technician and one (1) vehicle which can be shared with other staff and shall be used in accordance with task 11.

Consultant staff assigned to this task shall be responsible for:

- a. Assisting the IT Network Administrator and the NYSDOT Systems Engineer with maintaining an asset management and record keeping program. This includes providing frequent updates to the ITS spare parts equipment inventory status with the IT Network Administrator described in task 5a.
- b. Providing equipment status reports and assist in resolving trouble tickets and work orders associated with maintaining the day-to-day operations of the ITS.
- c. Troubleshooting ITS communication/network failures and investigating reports of equipment malfunctions. This may include upgrading, replacing, configuring, installing, adjusting/reconfiguring, and repairing cabinet level components.
- d. Supervising the installation, configuration, or upgrade to either the ATMS and/or ITS devices which are completed by other contractors. The Technician shall provide guidance to the contractor, monitor and document contractor activities, provide field verification and record repair actions. When completed, the Technician shall generate and submit daily work reports to the Regional ITS Systems Engineer.
- e. Field testing various ITS equipment such as, but not limited to, dynamic message signs for display or communication issues; highway advisory radio systems for broadcasts and beacon operation.
- f. Deploy, setup, configure, test and program PVMS as needed for TMC traffic management purposes.
- g. Inspection and review of work repairs to the ITS infrastructure that are completed by maintenance personnel or construction contractors; preparation and processing of records related to TMC field equipment that is damaged by third parties; investigation of damage caused by traffic related incidents to assist the State in recovering costs for damages from responsible parties.
- h. Supporting the Traffic Management Center (TMC) managers and systems operators to provide real-time condition reports during incidents, roadwork or special events, and related services as requested.

- i. On a weekly basis, the Technician shall schedule and conduct a visual drive-by inspection of all ITS equipment and hardware to provide a stable and effective operations of the ATMS/ITS systems from the TMC. The Technician shall submit a monthly checklist describing the equipment inspected and its condition shall be provided to the ITS Systems Engineer. The Engineer will use the results of the drive-by inspection to assure the effectiveness of the ITS and to schedule and ITS maintenance contractor as needed.
- j. Assist ITS designers by providing technical and system information which may include conducting site surveys at field locations and/or provide technical reviews of design projects.

Occasional services under this task may be required outside normal work hours. Tasks may include participation in field reviews to verify functionality or the repairs performed and associated record keeping, to identify or verify maintenance needs, or provide additional operational and technical support needs during 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 at all times for this task.

Task 6 – Traffic Systems Administration and Support Services

This task consists of coordinating the systems installation, recollection and maintenance of ITS at the TMC for optimal utilization (including any system installation at satellite offices).

Consultant staff assigned to this task shall:

- a. Supervise staff assigned to task 5b.
- b. Coordinate the flow of information between ITS installation or maintenance contracts and the TMC.
- c. Interface with systems support personnel and with other agencies/organizations to coordinate the scheduling of work on TMC equipment.
- d. Monitor and keep records of all work done in the equipment room, and ensuring that problems with TMC hardware, software and system are reported to the appropriate parties for identification and resolution.
- e. Attend meetings at the Region or at field offices to become familiar with the impacts of the various system's installation, relocation, integration and maintenance activities on the operation of the TMC.
- f. Maintain an inventory of TMC central equipment and take actions to ensure that disruptions of central system operations due to planned or unplanned activities are minimized.
- g. Coordinate with personnel from TMC partner agencies, private contractors and utility companies to gather information regarding central system installation, relocation, integration, and maintenance disruptions.

Task 7 – Critical Transportation Incident Support Services

This task consists of supporting TMC 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 NYDOT staff via Transportation System Status Reports, email, phone or fax communications in accordance with current and future NYSDOT/TMC standard operating procedures. Responsibility includes real-time traffic and resource information and coordination with Statewide and partner agency emergency centers.

Consultant staff assigned to this task shall:

- a. Assist the TMC and the Office of Operations and Incident Command Team with notifications and reporting.
- b. Interface with NYSDOT staff, TMC partner agencies and other agencies and organizations to ensure TMC has accurate and updated transportation information to report to NYSDOT management and Statewide Transportation Information Coordination Center (STICC).
- c. Attend meetings at NYSDOT or other agency offices to become familiar with emergency management and incident information flows.
- d. Establish and maintain working relationships with transportation information contacts, and continually update and optimize critical incident and event information sharing among TMC partners and involve parties.

- e. Develop TMC communication protocols and maintain contacts with agencies and organizations to ensure TMC receives and reports accurate, consistent and timely information during those higher-level incidents and events which impact the transportation network.
- f. Develop and maintain lists of critical incident contact names and phone numbers, and set up lists, tables and procedures as necessary to prepare TMC for reporting higher-level incidents and event information.
- g. Coordinate with NYSDOT staff, TMC partner agencies, other offices and agencies to gather information related to transportation system disruptions.
- h. Be 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 advise the public of higher-level incidents and events which impact the transportation network and must be concise and posted in a timely manner. Initial requests and subsequent updates for 511NY floodgate messages must be sent to the STICC in Albany, NY for recording and posting.

Task 8 – Performance Measures, Traffic Data Collection, Analysis & Reporting

The Transportation Act provides Federal Aid highway funds to the States, and ties Federal surface transportation funding to State's 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. 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.

Consultant staff assigned to this task shall:

- a. 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 TMC partners and other involved parties.
- b. Fulfill requests for archived data records and generate traffic data reports using the traffic detection and data collection functions of the ITS.
- c. Coordinate with NYSDOT staff, TMC 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.
- d. 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 the regions using available data sources and interfaces to quantify how the traveler is benefiting from reductions in congestions, accidents and travel time. Analysis of real-time data will enable the State to know how well the surface transportation system is working overtime. Staff assigned to this task will prepare reports and updates ensuring the State continues to meet Federal funding requirements.
- e. Prepare weekly, monthly and annual performance measures reports and dashboards in compliance with TMC reporting policy.

Task 9 – ITS Data Quality Assurance Services

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 TMC for accuracy, as well as compile and electronically store relevant ITS information.

Consultant staff assigned to this task shall:

- a. Be responsible for reviewing systems at TMC, and electronic media outlets that utilize and redistribute TMC data, for ITS quality assurance. The Consultant will fulfill request for data input and display quality for State websites.
- b. Establish document handling and storage procedures for ITS data and material related to the TMC, and will coordinate with the Region's Construction Group and the NYSDOT Construction Coordinator for electronic storage and display of roadwork-related information.

Task 10 – Transition

This task shall ensure a seamless transition between the current Consultant staff and future Consultant staff. NYSDOT will establish a transition period during which the Consultant will provide the necessary coordination and services to maintain the ITS operations at the TMC's without interruption of service during the transition

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

- a. The schedules, assignments, holiday and sick leaves of all staff before and during the transition.
- b. Identifying the required system operations requirements during transition.
- c. Address concerns and emergency requirements for coverage of the TMCs.
- d. After review by the TMC Director, the Consultant will participate in meetings with any partner agencies to address any concerns prior to transition.
- e. At the discretion of the TMC Manager, the Consultant will participate in meetings with any partner agencies to address any concerns prior to transition.
- f. At the discretion of the appropriate TMC Managers, the Consultant and its Key Personnel will participate in meetings with the future designated Consultant.
- g. The Consultant will provide technical support for equipment malfunctions during the transition.
- h. The Consultant will identify any additional system requirements prior to transition.
- i. The requirements and formats of the transition plan will be developed in consultation with NYSDOT staff.
- j. The Consultant shall return to the TMC Director, all NYSDOT property including cell phones, vehicles, etc.
- k. 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.

Task 11 – Transportation and Field Safety (PPE)

Some tasks require staff to travel to equipment locations, or meetings external to the TMC. Transportation shall be provided by the Consultant and the Consultant shall be responsible for all costs associated with the field vehicle, including fuel, insurance, maintenance and care for the vehicle(s). Additionally, the Consultant shall be responsible for the safe and proper operation of the vehicle, any incidents, violations or other concerns or issues that arise shall be solely the responsibility of the Consultant. NYSDOT shall not be a party to any action related to the consultant vehicle(s). All vehicle/Transportation expenses shall be included in the firm's overhead.

Vehicles(s) must be, at a minimum, a light duty pick-up truck, van or sport utility able to transport parts, equipment and tools, safe to operate, properly licensed/registered, insured, inspected, in good operational condition at all times and available to the Consultant staff 24/7/365.

Remote ITS site visits are typically short term and will not require work zone traffic control (WZTC). The sites are typically off the roadway and behind guiderail or in work zones established by other contractors under separate contract(s). WZTC setup is not required under this contract.

Consultant will be responsible for providing proper Personal Protective Equipment (PPE) including amber warning lights for the vehicle(s), safety apparel (boots, vest, hard hat, etc.), and applicable safety training at no cost to the NYSDOT. All PPE shall be inspected and approved by NYSDOT prior to use in the field.

- **NYSDOT Vehicle Warning Light Standard:** <https://www.dot.ny.gov/divisions/operating/employee-health-safety/repository/SB-12-17%20Vehicle%20Warning%20Lighting%20Standard.pdf>
- **NYSDOT High Visibility and Hard Hat Policy:** <https://www.dot.ny.gov/divisions/operating/employee-health-safety/repository/HiVisApparel.pdf>

- **NYSDOT Safety Footwear Policy:** <https://www.dot.ny.gov/divisions/operating/employee-health-safety/repository/SB-12-16%20Safety%20Footwear.pdf>
- **NYSDOT Work Clothing Guidelines:** <https://www.dot.ny.gov/divisions/operating/employee-health-safety/repository/WorkClothing.pdf>

ATTACHMENT 18: COST PROPOSAL WORKBOOK

Attachment 18, which contains the RFP’s Cost Proposal workbook and instructions, is to 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 “C037903-C037904 Operation of the Transportation Management Centers in Syracuse and Rochester”.

ATTACHMENT 19: Not applicable

ATTACHMENT 20: MODIFICATIONS

Attachment 20, which contains the RFP’s Modifications 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 “C037903-C037904 Operation of the Transportation Management Centers in Syracuse and Rochester”.

ATTACHMENT 21: EXECUTIVE ORDER 177 CERTIFICATION

This Certification must be completed and returned with the executed contract documents.

Executive Order 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Proposer/Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Vendor: _____

By [signature]: _____

Name [print]: _____

Title: _____

Date: _____ , 20__