NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS

OPERATION of the CAPITAL REGION TRANSPORTATION MANAGEMENT CENTER (CRTMC) and the
STATEWIDE TRANSPORTATION INFORMATION & COORDINATION CENTER (STICC)
SERVICES FOR NYSDOT
Contract #C030960

November 9, 2011

To All Concerned:

Attached is a copy of the Non-Engineering Request for Proposals (RFP) referenced above. NYSDOT is seeking a responsive, responsible and qualified consultant to provide services for the Operation of the Capital Region Transportation Management Center (CRTMC) and the Statewide Transportation Information & Coordination Center (STICC). All information necessary for the submission of your proposal is contained in this Best Value solicitation.

Any questions regarding this project or proposal should be directed in writing via e-mail to kfitzpatrick@dot.state.ny.us. Kathy Fitzpatrick of NYSDOT Contract Management is the designated contact for this solicitation.

Please note the following dates and deadlines:

- **December 21, 2011**: Deadline for the submission of proposals is 2PM (Eastern Time)
- **November 30, 2011**: Pre-proposal Conference/Site Tours
- **December 7, 2011**: Deadline for questions regarding the RFP is 5:00 PM (Eastern Time)
- **December 14, 2011**: Answers to Questions Released

To assist firms in preparing proposals in response to this solicitation, a pre-proposal conference with CRTMC and STICC tours will be held on November 30, 2011 in Albany from 9 am through 2 pm (see page 41 for details). A general review of the solicitation will occur, and specific questions regarding the solicitation may be asked and answered.
If you are interested in developing a proposal in response to this solicitation, please complete the attached RFP Response Form.

A “Checklist for Proposal Submission” is included for reference purposes when submitting your proposal to NYSDOT. *It also contains instructions for complying with the Procurement Lobbying Law so that your proposal may be considered for contract award. NOTE: Failure to submit the required PLL forms with your proposal will result in elimination from consideration for contract award.*

The Department of Transportation anticipates that work for the successful consultant will commence in the spring of 2012 and continue for a period of three to five years depending on performance.

The New York State Department of Transportation (NYSDOT) encourages the participation of certified Disadvantaged Business Enterprises (DBEs) in its solicitations. Please see the New York State Unified Certification Program (NYSUCP) DBE Directory for certified Disadvantaged Business Enterprises via: [http://biznet.nysucp.net/](http://biznet.nysucp.net/).

*For this solicitation, the NYSDOT has set a DBE Participation Goal of three (3) %. Only certified prime consultant and certified DBE subconsultants listed in the NYSUCP DBE Directory are eligible for credit in this procurement.* Please see the RFP for more information.

We look forward to the receipt of your proposal.

Sincerely,

WILLIAM A. HOWE
Director, Contract Management

Attachment
RFP RESPONSE FORM

OPERATION OF THE CAPITAL REGION TRANSPORTATION MANAGEMENT CENTER (CRTMC) AND THE STATEWIDE TRANSPORTATION INFORMATION AND COORDINATION CENTER (STICC) SERVICES FOR NYSDOT
Contract #C030960

Please review this RFP. Please complete the following information and mail, e-mail or fax to the NYSDOT address shown below, by the earliest practical date. This RFP Response form must be submitted along with the two required Procurement Lobbying Law forms (see Attachment 3) before questions or other communications with the Department regarding this solicitation can be initiated.

______________ WE DO INTEND TO SUBMIT A PROPOSAL

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

_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

Name and Address of Organization (Include Zip Code):
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

Signature: ___________________________ Date: ________________

Types of Printed Name and Title: ____________________________________________

Telephone: __________________________ Fax: __________________________

E-Mail Address: __________________________________________________________

Please send to:
*E-Mail: kfitzpatrick@dot.state.ny.us
*Regular Mail:
    New York State Department of Transportation
    Contract Management, Suite 1CM
    50 Wolf Road
    Albany, New York  12232
    ATTN: Kathy Fitzpatrick C030960
*Fax: 518-457-8475
CONSULTANT CHECKLIST FOR PROPOSAL SUBMISSION

RFP: OPERATION OF THE CAPITAL REGION TRANSPORTATION MANAGEMENT CENTER (CRTMC) AND THE STATEWIDE TRANSPORTATION INFORMATION AND COORDINATION CENTER (STICC) SERVICES FOR NYSDOT-Contract #C030960

Part I - Technical and Management Submittal

☐ Seven (7) bound hard copies of Part I
☐ Part I must be sealed and properly labeled
☐ Name, address and telephone number of proposer on cover page
☐ Name and title of person who prepared proposal on cover page
☐ Contact information including name, title, address, telephone number and e-mail address for person(s) with authority to negotiate and who may be contacted during proposal evaluation (include in cover letter)

Part II - Pricing and Contract Submittal

☐ Three (3) hard copies of Part II and one (1) CD of Attachment 9 Cost Proposal Spreadsheet
☐ Part II must be sealed and properly labeled
☐ Required pricing information (complete and submit Cost Proposal Spreadsheet referred to in Attachment 9 Cost Proposal Spreadsheet in hard copy and CD format)
☐ Complete and submit Attachment 2 Consultant Information and Certifications (sign both Sections II and III)
☐ Complete and submit Attachment 3 Procurement Lobbying Law Compliance Forms (see section IV. C.) – These forms are required either with the RFP Response Form or if you do not submit an RFP Response Form then the PLL forms are required with the Proposal
☐ Complete and submit Attachment 6 DBE Participation Information Form
☐ Complete and submit (if applicable) Attachment 7 DBE Solicitation Log AND Letter of Explanation of Non or Partial DBE Goal Attainment
☐ Complete and submit all future RFP Modification Acknowledgement Forms as instructed.

Requirements Needed Upon Contract Designation (for firms designated for contract award):

Vendor Responsibility

☐ All selected offerors of contracts valued at $100,000 or more will be required to provide vendor responsibility information through the Office of the State Comptroller website via http://www.osc.state.ny.us/vendrep/index.htm before negotiation of a contract. Interested parties are encouraged to become familiar with the state’s vendor responsibility requirements before being notified of selection for contract award. If you are a successful offeror, NYSDOT will not be able to begin negotiations with your firm if this questionnaire is not completed and electronically submitted as required.
Contractor Tax Certification

All vendors selected for contracts in excess of $100,000 for the sale of goods or services must complete and submit two NYS Tax Department forms: Form ST-220-TD (Contractor Certification) and Form ST-220-CA (Contractor Certification to Covered Agency) during negotiation of a contract with State agencies. You should make yourself familiar with these forms by visiting the following Web sites:

http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf (Form ST-220-CA)

Insurance Requirements of this Project

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

Consultant Employment Disclosure Requirements of this Project

Go to OSC’s Web site (http://www.osc.state.ny.us/agencies/gbull/g-226.htm or http://www.osc.state.ny.us/procurement/consultantdisclosure.doc) to become familiar with Consultant Employment Disclosure requirements, which went into effect June 19, 2006. The Consultant selected for this solicitation shall be required to complete ‘State Consultant Services – Contractor’s Planned Employment” (Form A, Attachment 4) and submit when the contract is signed. For each contract year thereafter, the Consultant shall complete the “State Consultant Services Contractor’s Annual Employment Report” (Form B, Attachment 4) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May 15th of each year the contract is in effect.

Consultant Responsibility When Proposing to Use a Former NYSDOT Employee

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

Registration with NYSDOT

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

REQUEST FOR PROPOSALS

OPERATION OF THE CAPITAL REGION TRANSPORTATION MANAGEMENT CENTER (CRTMC) AND THE STATEWIDE TRANSPORTATION INFORMATION AND COORDINATION CENTER (STICC) SERVICES FOR NYSDOT

Contract #C030960

November 9, 2011

Proposal Due Date: December 21, 2011

Proposal Delivery Location and Additional Information:

Director, Contract Management
NYS Department of Transportation
50 Wolf Road, Suite 1CM
Albany, NY 12232
Attention: Kathy Fitzpatrick C030960
REQUEST FOR PROPOSALS

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OPERATION OF THE CAPITAL REGION TRANSPORTATION MANAGEMENT CENTER (CRTMC) AND THE STATEWIDE TRANSPORTATION INFORMATION AND COORDINATION CENTER (STICC) SERVICES FOR NYSDOT
Contract #C030960

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 REQUEST FOR PROPOSALS
NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Operation of the Capital Region Transportation Management Center (CRTMC) and the Statewide Transportation Information and Coordination Center (STICC) Services for NYSDOT - Contract #C030960

I. INTRODUCTION

A. Purpose

The New York State Department of Transportation (NYSDOT) has issued this Request for Proposals (RFP) to provide Personnel, in conjunction with existing Department staff, to operate the electronic traffic information and management systems at the Capital Region Transportation Management Center (CRTMC) and at the Statewide Transportation Information and Coordination Center (STICC). The CRTMC is located on the State Campus in Albany, NY, and the STICC is located at the NYSDOT Main Office, also in Albany (Town of Colonie), NY. The purpose is to maintain the existing 24/7/365 operations of the CRTMC and the STICC.

Over the past few years, the Department has developed, both internally and with external partners, the State’s Emergency Transportation Operations (ETO) and Traffic Incident Management (TIM) programs. The CRTMC and STICC have become key operational components of the State’s ETO and TIM. In order to minimize the disruption in the services provided to the public during the transition period between operations contracts, it is desirable that the selected Consultant utilize the existing system operators to the extent possible; therefore, retain the system and operations knowledge necessary to continue operating the system effectively.

More information about ETO is available in Attachment 10. This includes:

NYSDOT MAP 6.2-1 & 6.2-2
NYSDOT ETO Strategic Plan

More information about TIM is available at: https://www.dot.ny.gov/tim?nd=nysdot

Associated with the development of the ETO and TIM programs, there have been enhanced operational activities at the CRTMC and STICC which have resulted in the current consultant operations staff having increased Knowledge, Skills and Abilities (KSA’s) to perform “routine” STICC tasks. NYSDOT seeks to preserve these accumulated Knowledge, Skills and Abilities in the contract renewal by encouraging proposing firms to retain existing personnel. If proposing existing consultant personnel, the proposing firm must obtain a written confirmation from each staff person it is proposing that states if the proposing firm is selected for award, he/she will accept employment with that firm at the proposed rate. If the written
confirmation(s) are not provided in the proposal, the staff person(s) will not be evaluated. As a point of clarification, NYSDOT may contact the firm to request the confirmation documentation. Written confirmation documentation is also a requirement of the incumbent firm if they submit a proposal.

Please note that the Scope of Services for this contract does not include ATMS programming by the Task 4 personnel.

**B. Background: CRTMC**

The Capital Region Transportation Management Center (CRTMC) is an electronic transportation system information and management center primarily covering the Capital Region of New York while also covering all of NYSDOT Region One (Map available via NYSDOT’s website). The system, which is federally funded, has been in daily operation since 1999. It is a 24/7/365 operation which serves multiple critical purposes:

1. Primary operational contact point for internal and external operational partners for planned and unplanned incidents and events which impact the transportation system (across all modes of travel)
2. Provides real-time transportation system information to:
   a. Regional NYSDOT Management
   b. STICC as part of TIM and ETO
3. Provides real-time information to NYSDOT customers as:
   a. The Regional entry point into New York’s 511 system
   b. The Regional dissemination point for NY-Alert/Trans-Alert messages
4. Coordinates information flows to and from internal and external operational partners including but not limited to:
   a. NY State Police
   b. NYS Thruway Authority
   c. Local city, town, county Public Safety/Police/Fire/EMS departments
   d. 911 Centers
   e. Other NYSDOT TMC’s
   f. TRANSCOM
   g. NYS Office of General Services – Empire Plaza Events/Parking
   h. Capital District Transportation Authority
   i. NYRA Saratoga Security
   j. Times Union Center Albany
   k. Live Nation – Saratoga Performing Arts Center
   l. AAA – Northway
5. Coordination of roadwork information (described in detail in the Task 3 description)
6. Incident information flows for NYSDOT Region 7 – detailed below in Task 2 description
7. Off-hours answering point for NYSDOT Region One. This includes the dispatching of NYSDOT Highway Maintenance, Bridge Maintenance, and Traffic Signal personnel.
8. Off-hours answering point for NYSDOT Information Technology Division for critical systems support (511, WTA, widespread network or system outages, etc.)

Over the past two years, NYSDOT has upgraded communications to most of the field devices from leased communication lines to a NYSDOT-owned, fiber-optic network. At this time, the CRTMC is about to embark on a Closed Circuit Television (CCTV) system transition from analog to full digital. There will also be new technologies associated with the new TMC. Along with these system modifications and enhancements, the KSA requirements for the Task 4 personnel have increased.

The current staffing at the CRTMC is as follows: One NYSDOT Civil Engineer II, one NYSDOT Senior Engineering Technician (SET), and Consultant Operations personnel (One TMC Operations manager, one Systems Engineer, three shift supervisors, and five TMC System Operators). The Civil Engineer II is the NYSDOT TMC Manager, and supervises the SET and manages the Consultant Operations. The SET performs field maintenance and repair work.

All NYSDOT employees will remain with NYSDOT. In order to provide continuity of operations at the CRTMC and in an attempt to reduce the operational risks of both the Consultant and NYSDOT, it is desirable that the selected Consultant make all reasonable efforts to hire all of the existing consultant operations staff, as well as any additional Consultant staff necessary to continue to meet the 24/7 requirements and the additional requirements of this contract, including those that will arise as the TMC continues to evolve and mature.

The TMC includes an Operations Floor and computers at the State Office Campus in Albany, New York; a combination of owned and leased data communications network linking the Control Center with the field installations; equipment mounted in roadside cabinets; fixed and portable variable message signs; vehicle detectors; closed circuit television cameras; and remote sites (informational computer terminals).

The primary area covered by the TMC field equipment encompasses the primary commuter, through commercial and vacation travel routes for traffic in Albany, Rensselaer and Saratoga Counties. This consists of I-87, I-90, I-787, the limited access portion of Route 7 between I-87 and I-787, plus connecting routes. Beyond the geographic area covered with field equipment, the CRTMC receives, processes, and disseminates multi-modal transportation system information Region-wide and, at times, State-wide.

Currently the TMC is co-located with the State Police in a State Police facility. The State Police Staff Sergeant is responsible for security at the facility. In addition to following the Department's TMC policies and procedures, all Consultant Personnel working at the TMC shall follow any direction given by the Staff Sergeant, or other authorized Troopers assigned to work at the TMC. This is the existing policy for Department personnel working at the TMC. Although this has never presented any problems, any conflict
resolution necessary will be handled between the Consultant Key Personnel assigned to
Task One of this agreement, the Department’s TMC Manager, and the State Police Staff Sergeant. It is anticipated within the life of this contract that the TMC will be relocated to a new State Police facility in Latham, NY (Town of Colonie).

To assist firms in the preparation of their proposals, the following information is being made available for review and inspection during normal business hours at the TMC located in Building 22 at the State Office Campus, Washington Ave, Albany, New York:

- Information about the CRTMC System
- Original plans for the CRTMC
- CRTMC Operations Manuals

Firms interested in reviewing this information may make arrangements by contacting Dan Howard, TMC Manager, Building 22, State Office Campus, Washington Ave, Albany, New York 12226, (518) 485-2805.

C. **Background: STICC**

The STICC serves two main purposes:

1. To act as an information gathering and dissemination center, monitoring operational conditions statewide, reporting information to NYSDOT management, outside agencies, and regional offices per written Standard Operational Procedures (SOP’s). As part of this effort, STICC:
   a. Is the official NYSDOT notification point for Passenger and Freight Railroads to report incidents and notify NYSDOT rail inspectors
   b. Coordinates and disseminates information regarding:
      - Transit vehicle incidents (subway/light rail/bus)
      - Aviation incidents
      - Ferry-boat incidents
      - Public Transportation Safety Board response
      - Traffic incidents that cause a major disruption of the NYSDOT system.
   c. Posts emergency, regional or statewide “floodgate” messages to the 511 system for incidents, AMBER alerts, Air Quality action days, major planned events, etc.
   d. Coordinates the scheduled reporting activities during “routine” storm operations (e.g. routine snow & ice operations)
   e. Provides notification to Federal Highway Administration as appropriate
   f. Coordinates and disseminates monthly special event reports for planned events expected to impact the transportation system

2. To support NYSDOT Main Office (MO) Emergency Transportation Operations (ETO). In this role it prepares for and, when appropriate, carries out emergency
transportation operations, including interfacing with the New York State Office of Emergency Management (OEM), emergency information collection and reporting, and interfacing with and supporting regional emergency operations. As part of this effort, STICC:

a. Becomes the Incident Command Post for NYSDOT Main Office
b. Coordinates the activation of the internal ETO website for the emergency
c. As part of Coordination activities with the OEM:
   - Coordinates requests for resource assistance (personnel and vehicles/equipment)
   - Coordinates the issuance of emergency special hauling permits for over-size/over-weight vehicles
   - Coordinates waivers of Commercial Vehicle Driver Hours

The STICC serves to coordinate information flows to and from its operational partners including but not limited to:

a. Amtrak
b. PennDOT
c. ConnDOT
d. Vermont DOT
e. MassDOT
f. TRANSCOM – Transportation Operations Coordinating Committee
g. NITTEC – Niagara International Technology Coalition
h. NYSDOT Regional TMC’s/EOC’s/Regional Offices
i. FHWA
j. MTA
k. Port Authority
l. LIRR
m. NYS Thruway Authority
n. Bridge Authority
o. Canal Corporation
p. State Office of Emergency Management
q. NYS Police

The STICC is located at NYSDOT Headquarters at 50 Wolf Road in Albany, New York. The Operations Floor includes multiple computers with a combination of owned and leased information communication networks linking the Center with other networks throughout the state.

The current staffing is as follows: Two Department Disaster Preparedness Program Representative 1’s (DPPR 1)’s and five Consultant Operations STICC Operators.

All NYSDOT employees will remain with the NYSDOT. In order to provide continuity of operations at the STICC and in an attempt to reduce the operational risks of both the Consultant and NYSDOT, it is desirable that the selected Consultant make all reasonable efforts to hire all of the existing consultant operations staff, as well as any additional Consultant staff necessary to continue to meet the 24/7 requirements and the additional
requirements of this contract, including those that will arise as the STICC continues to evolve and mature.

Currently, STICC Operations is a hybrid of Department and Consultant forces. During the course of this contract, the Department may require the consultant to assume total Consultant operation of the STICC. In this RFP, the Department will present anticipated future consultant staffing levels with full consultant operation.

To assist firms in the preparation of their proposals, the following information is being made available for review and inspection during normal business hours at the STICC located at 50 Wolf Road, Albany, New York:

- Information about the STICC Operational Systems
- STICC Operations Manuals

Firms interested in reviewing this information may make arrangements by contacting Dawn Arnold, 50 Wolf Road, Albany, New York, 12232, (518) 457-1673.

D. Background: General

Due to the nature of work at the CRTMC and the STICC, Consultant Personnel will be exposed to confidential information. This includes, but is not limited to, detailed incident information not released to the media, telephone numbers, e-mail addresses, and computer access codes. All Consultant Personnel shall not improperly use or disclose any confidential information received during employment at the CRTMC and the STICC, even after such time that they may no longer be associated with this project. Selected firm shall obtain a confidentiality agreement from each consultant staff assigned to the CRTMC and/or STICC.

In the best interests of maintaining efficient CRTMC and STICC operations, some of the operations staff will be cross-trained to effectively operate both systems. As part of this training requirement, occasional rotation of STICC and CRTMC operator staff may be required. Also, since the CRTMC is co-located with the NY State Police facility, STICC staff cross-trained to work at the CRTMC will be required to pass the background checks identified in Section II B.

E. Contract Term

The base term for this contract shall be a three year term, with two one-year optional extensions based on need and performance as determined by the STATE, to be exercised upon written agreement of both parties and approved by the Office of the State Comptroller. If the contract is extended for the optional years, the lower of the Producer Price Index as calculated by the U.S. Department of Labor or 1.5% (subject to current market conditions) will be used as a basis for increasing the hourly rates.
F. Method of Payment

Payment for services provided under the agreement resulting from this RFP will be fixed for the duration of the agreement unless changed by an executed supplemental agreement. The project shall be a cost plus net fee reimbursement methodology. Requests for progress and final payments shall be made by the designated consultant on standard payment request forms (FIN 421). Use proper procedure for billing each deliverable: Submit draft billings to NYSDOT’s assigned Project Manager via the following sample electronic billing:

The sample spreadsheet contains all of the proper, required billing forms, as well as a sample billing. The Project Manager will respond via e-mail either with comments/corrections or with an approval to submit the final billing via signed hardcopy.

The last and final payment will become due and payable within thirty (30) days after delivery of the final deliverable(s) and a standard NYS FIN 421 payment request forms.

G. Minimum RFP Responsiveness Requirements

Any proposing firm that does not provide all of the following items by the RFP deadline may be determined to be non-responsive (NYSDOT reserves the right to determine responsiveness of all firms):

1. Part I of the Proposal – Technical and Management submission (separately bound), including all required RFP specified attachments.
2. Part II of the Proposal – Cost and Contract submission (separately bound), including all required RFP specified attachments.
3. DBE Participation Information showing the attainment of the three percent contract goal or Submission of DBE Participation Explanation Letter of Non-DBE Goal Attainment (or partial attainment) along with Attachment 7 as indicated below.
4. Compliance Procurement Lobbying Law forms (see Attachment 3).
5. Attendance of the Pre-proposal conference and the CRTMC and STICC site visits.

Proposals deemed non-responsive shall be removed from further consideration (prior to the technical evaluation of proposals) and the firm(s) notified.

H. Disadvantaged Business Enterprise (DBE) Participation

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

The New York State Department of Transportation has established a **DBE participation goal of three (3) percent** for this solicitation. The goal relates to the overall project budget. Meaningful participation by either a prime consultant **who is certified as** a NYSUCP DBE or inclusion of subconsultant(s) **who is/are certified as** a NYSUCP DBE count toward the DBE participation goal. Meaningful participation is defined as providing commercially useful functions or services. These services should:

- Result in a product or service distinguishable from the Prime Consultant’s product or service,
- 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.

To be deemed responsive, proposers shall verify their attainment of the above established DBE participation goal or provide an acceptable good faith effort with a letter of explanation. To count towards the Department’s DBE goal, a firm offered DBE participation must be currently certified per the NYSUCP DBE Directory. **Additionally, prime consultants certified as a DBE who propose to meet the Department’s DBE participation goal via their meaningful participation are not relieved from seeking participation of certified Disadvantaged Business Enterprises (DBEs) for subcontractable services in this solicitation.** In these situations, it is expected that unless DBE outreach efforts by the prime result in proposed DBE subconsultants, that the prime consultant provide evidence of a good faith effort with a letter of explanation. The above forms and letter must be included in Part II: Cost and Contract submission. Firms are advised to refer to Section V. B for the procedure the Department will follow in evaluating a firm’s proposed DBE participation.

NYSDOT has posted its final draft DBE Program Plan to its website (subject to change). The draft plan provides background information regarding how the Department conducts its Federally-required DBE program, covering such subjects as contract-level goals, good faith efforts by consultants, DBE certifications, etc: [https://www.nysdot.gov/main/business-center/consultants/consultants-repository/2010_dbe_draft_plan.pdf](https://www.nysdot.gov/main/business-center/consultants/consultants-repository/2010_dbe_draft_plan.pdf)

**Title VI Assurance**

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

A. Scope of Services

This Scope of Services defines the primary tasks to be performed under the agreement by the selected Consultant for operations of the Capital Region Transportation Management Center (CRTMC), and the Statewide Transportation Information and Coordination Center (STICC) located in Albany. The services to be provided by the Consultant are defined by five tasks, as follows:

Task 1 - Direction, Supervision, and Administration
Task 2 - System Operation
Task 3 - Roadwork Information and Lane Closure Coordination
Task 4 - System Computer Network and Hardware/Software Support
Task 5 - Training/Updating Manuals

Operations Personnel provided by the Consultant shall work with existing NYSDOT Operations personnel assigned to the CRTMC and the STICC.

B. Project General Conditions and Objectives

The following general conditions shall apply to the Scope of Services:

1. System Operators, Systems Engineer and Operations Manager shall occupy space at the CRTMC, which currently is located in Building 22 on the State Office Campus in Albany, and at the STICC, located at the Department’s Main Office at 50 Wolf Road in Albany, at no cost to the Consultant. However, during the term of this contract it is anticipated that CRTMC Operations will be relocated to a new facility located in Latham (Town of Colonie). There will be no costs associated with this move to the Consultant.

2. The State shall provide telephone service at the CRTMC and the STICC for the official business required to operate the CRTMC and the STICC at no cost to the Consultant.

3. The State shall provide heating, air conditioning, lighting, and electric power at the CRTMC and STICC at no cost to the Consultant.

4. Additional office space, utilities, and services for Consultant Personnel other than system operators, if deemed necessary by the Consultant and approved by the State, shall be located off-premises, provided by the Consultant, with such cost included in the Consultant's proposed overhead.

5. The State will provide all items comprising the CRTMC and the STICC at no cost to the Consultant.
6. Since the CRTMC is co-located with the State Police in a State Police facility, all Consultant Personnel working at the CRTMC will be required to undergo and pass a State Police criminal background investigation. The Consultant’s STICC Personnel cross-trained to work at the CRTMC will also be required to undergo and pass the State Police criminal background investigation. The State Police shall make the final determination if Consultant Personnel pass or fail the background check. **Note:** Fingerprint fees and other costs associated with the background investigations shall be borne by the Consultant, with such cost included in the Consultant's overhead and not as a separate charge to NYSDOT.

7. To carry out the mission of the CRTMC, Consultant Personnel shall be required to cooperate and communicate with NYSDOT and State Police personnel at the CRTMC; and several outside agencies and firms, including but not limited to other police agencies, firms engaged in gathering and disseminating traffic information, Department personnel, consultants and contractors performing roadwork activities, TRANSCOM, and contractors engaged by the State to provide various services in accordance with existing standard operating policies and procedures. From time to time, as part of their normal duties, the CRTMC consultant personnel will be required to assist in traffic data collection using the automated traffic data acquisition features of the CRTMC System.

8. Independent contractors may be retained by the State to service or install electronic equipment in the CRTMC and the STICC and/or at remote locations. They would be present in the CRTMC and the STICC only as necessary for the performance of their work. Consultant Personnel at the CRTMC and the STICC may be required to provide operational assistance to these contractors to the same extent as they operate the equipment as part of the Task 2 and Task 4 functions defined below.

9. The CRTMC and the STICC will be operated seven (7) days a week, 24 hours a day in accordance with the tables/schedules below. Proposers should base their submissions on continuous operations of the Operations Centers. However, please note that the State may, at its option, reduce the number of hours of operation of the Centers by the Consultant.

<table>
<thead>
<tr>
<th>Title</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tasks 1 &amp; 4*</td>
<td>-</td>
<td>8 hours</td>
<td>8 hours</td>
<td>8 hours</td>
<td>8 hours</td>
<td>8 hours</td>
<td>-</td>
</tr>
<tr>
<td>Task 2**</td>
<td>24 hours</td>
<td>46.5 hours</td>
<td>46.5 hours</td>
<td>46.5 hours</td>
<td>46.5 hours</td>
<td>46.5 hours</td>
<td>30 Hours</td>
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</table>

*In addition to the requirement of 8 hours at the CRTMC each weekday, Tasks 1 & 4 have 24/7 (off-hours response) requirements that are defined in Tasks 1 & 4 below.
**Task 2 operations are currently scheduled as follows:**

For Weekdays:

<table>
<thead>
<tr>
<th></th>
<th>Times</th>
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</thead>
<tbody>
<tr>
<td>System Operator 2:</td>
<td>11 PM – 7 AM</td>
</tr>
<tr>
<td>Shift Supervisor:</td>
<td>6:30 AM – 3 PM</td>
</tr>
<tr>
<td>Shift Supervisor:</td>
<td>3 PM – 11 AM</td>
</tr>
<tr>
<td>Shift Supervisor (Task 3):</td>
<td>7 AM – 3 PM</td>
</tr>
<tr>
<td>System Operator 2:</td>
<td>7 AM – 3PM</td>
</tr>
<tr>
<td>System Operator 1:</td>
<td>3 PM – 7 PM</td>
</tr>
<tr>
<td>System Operator 1:</td>
<td>3 PM – 7 PM</td>
</tr>
</tbody>
</table>

Task 2 weekend operations are currently scheduled as follows:

For Saturday:

<table>
<thead>
<tr>
<th></th>
<th>Times</th>
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</thead>
<tbody>
<tr>
<td>Shift Supervisor:</td>
<td>10 AM – 6PM</td>
</tr>
<tr>
<td>System Operator 1:</td>
<td>7AM – 7PM</td>
</tr>
<tr>
<td>System Operator 2:</td>
<td>7 PM – 7AM</td>
</tr>
</tbody>
</table>

For Sunday:

<table>
<thead>
<tr>
<th></th>
<th>Times</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Operator 1:</td>
<td>7AM – 7PM</td>
</tr>
<tr>
<td>System Operator 2:</td>
<td>7 PM – 7AM</td>
</tr>
</tbody>
</table>

### Table of Operations/Schedule for STICC

<table>
<thead>
<tr>
<th>Title</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 &amp; 5*</td>
<td>-</td>
<td>8 hours</td>
<td>8 hours</td>
<td>8 hours</td>
<td>8 hours</td>
<td>8 hours</td>
<td>-</td>
</tr>
<tr>
<td>Task 2**</td>
<td>24 hours</td>
<td>24 hours</td>
<td>24 hours</td>
<td>24 hours</td>
<td>24 hours</td>
<td>24 hours</td>
<td>24 hours</td>
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</tbody>
</table>

*In addition to the requirement of 8 hours at the CRTMC each weekday, Task 1 has 24/7 (off-hours response) requirements that are defined in Task 1 below. The Task 1 person will be responsible for Task 5 duties.

NOTE: There will be an Operations Manager for the STICC separate and distinct from the CRTMC Operations Manager. The STICC Operations Manager will report to the CRTMC Operations Manager. This is a new position, if proposers desire to hire existing staff, consideration should be made to promote an existing staff member to fill this role.

Task 1, 2 & 5 operations to be scheduled as follows:

For Weekdays:

<table>
<thead>
<tr>
<th></th>
<th>Times</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations Manager:</td>
<td>7 AM – 3 PM</td>
</tr>
<tr>
<td>System Operator 1:</td>
<td>7 AM – 3 PM</td>
</tr>
<tr>
<td>System Operator 1:</td>
<td>3 PM – 11 PM</td>
</tr>
<tr>
<td>System Operator 2:</td>
<td>11 PM – 7AM</td>
</tr>
</tbody>
</table>
Task 2 weekend operations are currently scheduled as follows:

For Saturday and Sunday:
- System Operator 1: 7AM – 1PM
- System Operator 1: 1PM – 7PM
- System Operator 1: 7PM – 7AM

10. The Consultant shall provide their Operations Managers, System Engineer, and Shift Supervisors with Verizon cellular phones, with Push-to-Talk feature and the ability to receive e-mail-based text messages. This is to be included in the firms’ project overhead rate and not be billed directly to the Department.

11. This agreement requires a close working relationship between Consultant and State personnel. The Consultant and State, working together, will refine policies for the operation of the system, and keep inventory and repair records of CRTMC equipment. State personnel will instruct the Consultant's staff as required and necessary regarding the accomplishment of these tasks.

12. The cost of providing secretarial services for typing of correspondence, reports, and records shall be included in the Consultant's proposed overhead and not billed as a separate charge to NYSDOT.

13. In order to minimize operational risk to both the Consultant and the Department, and to minimize the disruption in the services provided to the public during the transition period between operations contracts, the selected Consultant is strongly encouraged to make reasonable efforts to retain existing staff at CRTMC and STICC. This is desirable to retain system and operations experience/knowledge required to operate the systems properly.

In other words, if a new firm is selected to provide the requested services, then the Department wishes to have as near to a seamless transition as possible. In order to obtain this, NYSDOT is encouraging firms to retain the existing on-site, consultant-provided personnel. Salary and benefits of, existing consultant-provided personnel are subject to change and negotiation – existing consultant personnel rates from current contract are summarized in Attachment 11. In developing an approach, firms have the option of retaining existing production staff or proposing their own. **The Department must maintain efficient and effective CRTMC and STICC service delivery to the public.** The selected Consultant can evaluate any retained existing personnel’s performance over time and manage accordingly. Further, a selected Consultant's management team is subject to the review and approval of the Department, as are any new or replaced CRTMC or STICC consultant personnel after start of work.
The following table presents current consultant personnel levels:

<table>
<thead>
<tr>
<th>Current Consultant Personnel levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Staff by Title</td>
</tr>
<tr>
<td>-------------------------</td>
</tr>
<tr>
<td>Operations Manager</td>
</tr>
<tr>
<td>Systems Engineer/Administrator</td>
</tr>
<tr>
<td>Shift Supervisor</td>
</tr>
<tr>
<td>(System Operator 3)</td>
</tr>
<tr>
<td>System Operator 2</td>
</tr>
<tr>
<td>System Operator 1</td>
</tr>
</tbody>
</table>

**NOTE: Some employees are full time, some are part time**

C. **Contract Objectives** (including contract term, estimated level of effort, etc.)

The Department anticipates that the work for the successful consultant will commence in the spring of 2012. The Department must maintain efficient and effective CRTMC and STICC service delivery to the public at all times. Specific Knowledge Skills and Abilities required of the consultant staff to maintain the operations of the CRTMC and the STICC. Firm must have the ability to manage the tasks of the requested services. It is expected that if a new firm is selected, that the new firm and current firm shall work together to ensure a seamless transition. The base term or duration for the contract is three years. The contract may be extended for up to two additional one-year periods upon written agreement of both parties and approval by the Office of the State Comptroller and FHWA. Proposals shall be evaluated based upon competitive rates offered over the three-year contract term.

If the contract is extended for the optional out-years, all of the contract’s out-year rates are subject to the following rate adjustment rule: the Producer Price Index (PPI); as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 1.5%, whichever is lower, subject to current market conditions.

Meeting the established **three percent DBE participation contract goal**, or receiving an acceptable good faith effort with a letter of explanation should the goal not be met.
III. SCOPE OF SERVICES

Below is a detailed description of the tasks and subtasks to be performed in the operation of the Capital Region Transportation Management Center (CRTMC) and the Statewide Transportation Information and Coordination Center (STICC) systems under Contract #C030960.

TASK 1: DIRECTION AND SUPERVISION

SUMMARY

Task 1 consists of all work necessary to manage the Consultant's Personnel. It also includes participation in meetings by the Consultant. One of the Consultant staff members assigned to Task 1 shall work at the CRTMC and the other shall work at the STICC. The Task 1 person for STICC shall report to the CRTMC Task 1 person. Task 1 Consultant personnel shall be scheduled to work a "typical" Monday through Friday day-time shift in order to facilitate and coordinate activities with the NYSDOT CRTMC Manager (the Department's Project Manager), and the NYSDOT STICC Manager (the Department's Project Manager). It is anticipated that the CRTMC Task 1 person will have 100% of their time allocated to Task 1, and that they will only perform Task 2, and 3 duties described below occasionally to fill in for sick and vacationing employees. It is anticipated that the STICC Task 1 person will perform some Task 2 duties and all Task 5 duties for STICC. “Fill in” work assignments will be approved by the respective NYSDOT project manager prior to the scheduled time off.

Due to space limitations at the CRTMC, the working area for Task 1 personnel will be a shared office/equipment storage room with the Task 4 person. The working area for the Task 1 person at the STICC shall be one of the STICC workstations. Should either Task 1 person need to conduct a private meeting, Conference Rooms can be utilized.

Sub-Task Descriptions for Task 1:

1-1. The Consultant shall employ, train, supervise, and schedule CRTMC and STICC operators. This shall include accommodating vacations, sick leave, and other absences of NYSDOT Operations personnel by training and supervising relief operators, and on-call personnel.

1-2. At the CRTMC, the Consultant shall assist NYSDOT with establishing repair priority for failed equipment. The Consultant's Personnel will often be the first to know of an equipment failure and shall be responsible for issuing a work order for equipment repair (see Task 2). Helping to establish priorities for repair of failed equipment shall also be considered part of this task.
1-3. The Task 1 persons shall meet regularly with the NYSDOT CRTMC Manager and NYSDOT STICC Manager to cooperatively identify and prioritize work to be performed. As appropriate and necessary, Shift Supervisors shall also participate in the meetings.

1-4. The Consultant shall maintain records and documentation as directed to support the overall operations of the CRTMC and STICC, and provide data for documenting performance measures and progress.

1-5. The Consultant shall procure general supplies and/or required services for the CRTMC and STICC operations. Attachment 11 provides the current consultant contract’s estimates of Direct-Non-Salary expenses. The supplies and/or required services to be procured may include, but are not limited to, computer paper, copy and fax machine paper, computer printer toner and ink, computer storage media, notepaper, forms, logbooks, record keeping supplies, video tapes, cleaning/sanitary services, copy and fax machine rental/maintenance, equipment repairs, etc. The purchase orders shall be issued and processed by the Consultant according to NYS Procurement Guidelines. NYSDOT will approve the purchase and it will be the consultant’s financial responsibility. All approved items purchased shall be reimbursed by the State as a direct cost to the contract. All purchasing shall be done following applicable State procedures and will be subject to the approval by the State.

1-6. The Consultant shall participate in post-incident debriefings, with all agencies involved in managing a major traffic incident, to determine whether existing operating procedures should be changed. This work may include travel to meetings away from the CRTMC or STICC.

1-7. The Consultant shall provide coverage for Task 2, 3, and 4 personnel during absences. The CRTMC person assigned to Task 1 may be assigned to occasionally accomplish duties under Tasks 2 and 3 when personnel assigned to those tasks are absent. The STICC person assigned to Task 1 may be assigned to accomplish duties under Task 2 when personnel assigned to those tasks are absent. The person assigned to Task 1 at both STICC and CRTMC will also have regularly scheduled duties under Task 5.

1-8. The Consultant personnel assigned to this task shall work at the CRTMC and STICC, respectively, and be available at all times during off-duty hours to provide assistance to Task 2, Task 3, and Task 4 personnel as appropriate. In the event of a significant incident or situation outside of the scope of the Standard Operating Procedures, Department personnel will be available at all times to provide assistance to the person assigned to this task. Task 1 personnel shall contact the CRTMC or STICC within 15 minutes of being paged during off-hours.
1-9. The Task 1 person assigned to STICC shall also be responsible for working with the Office of Traffic, Safety and Mobility on projects which involve the growth and maturity of STICC duties at NYSDOT.

1-10. During the term of this contract, the CRTMC will be relocated to a new facility. At such time when the CRTMC requires relocation, the Consultant may be required by the State to provide additional personnel to minimize the disruption to the CRTMC.

**TASK 2: SYSTEM OPERATION**

**SUMMARY**

This task consists of all work necessary to provide human monitoring of the CRTMC and the STICC systems and performance of manual tasks necessary for the system's effective operation and the operation of the CRTMC and the STICC. Consultant personnel performing these functions shall either be Task 1 personnel or supervised by Task 1 personnel. Should unique situations occur, NYSDOT managers will always be available to assist Task 1 personnel either in-person or by telephone. Consultant personnel shall work with existing NYSDOT Operations personnel at the CRTMC and the STICC.

The Consultant's person assigned to Task 1 may be scheduled as a System Operator only on an occasional basis. Task 1 personnel may also be used as occasional unscheduled relief operators when regular operators are absent on short notice.

**Sub-Task Descriptions for Task 2**

2-1. The Consultant shall provide human monitoring and traffic control device operation. The Consultant shall provide the required amount of Personnel in accordance with the General Conditions, Current Consultant Personnel Level chart. Shifts can be "split" or modified, as long as the required minimum number of Consultant Personnel per day is on duty at the CRTMC.

During peak periods, on holiday weekends, special events, and/or emergency conditions, greater levels of staffing may be required by the State. During the term of this contract, it is anticipated that the overall functions of the CRTMC may increase. If the State deems that additional Consultant personnel are necessary to operate the expanded functions, the Consultant shall provide extra Personnel. If the State determines the additional staff are long term they shall be added via supplemental agreement.
Human monitoring of traffic control device operation of the CRTMC system includes monitoring of and dialog with, but not limited to: (1) the Telvent/MIST software program and associated/related field equipment; and (2) the software computer programs that allow operators to create/activate/deactivate messages on variable message signs. Each of these sets of computer programs provides for operator dialogue using computer terminals.

2-2. The Consultant shall provide human monitoring of the CRTMC variable message sign system. Human monitoring of the variable message signs shall include: (1) selection, or creation and selection of every message prior to its display, and (2) verification that the selected message is displayed. As a backup to the MIST program, the Permanent/Overhead variable message signs (VMS) and portable variable message signs operate on a total of three software programs (two different permanent VMS programs, one portable VMS program).

2-3. The Consultant shall provide human monitoring of closed circuit television, police radio channels, public safety computer-aided dispatch terminals, internet-based information sources and software programs, NYSDOT radio transmissions, and other devices within the CRTMC.

2-4. The Consultant shall receive and disseminate roadwork, incident, and special event information. Dissemination methods include, but are not limited to, telephone calls, electronic messaging, and entries into the State’s 511 system.

2-5. From the CRTMC, the Consultant shall operate the Highway Advisory Radio (HAR) equipment in accordance with existing Standard Operating Procedures.

2-6. The Consultant personnel shall provide notification of CRTMC field equipment failures. Upon human verification of an equipment failure and in accordance with existing Standard Operating Procedures, the Consultant shall call for appropriate repairs, and return the equipment to on-line status upon completion of repairs. The process for ordering repairs by the Consultant shall involve electronic logs, telephone calls to leased-line communication providers, communications with technicians, and related work.

As appropriate, the Consultant personnel shall provide notification of CRTMC and STICC equipment failures by calling the NYSDOT Information Technology Helpdesk, or off-hours ITD support personnel, to facilitate repairs. Task 2 Consultant personnel are not responsible for equipment repairs.

2-7. The Consultant shall provide coordinated management of traffic incidents with NYSDOT and State Police personnel at the CRTMC. Incident
management shall be performed in accordance with existing Standard Operating Procedures. For reference purposes, the following is a monthly frequency of incidents summary:

The four HELP trucks log an average total (all four trucks) of +/- 500 assists per month. Although the assist occurrences are random, it equates to about one assist per vehicle per patrol hour.

During an "average" month, the CRTMC will log +/-1900 additional incidents on the MIST Traffic management software. This includes about 600 crashes, 875 disabled vehicles, 125 construction/roadwork incidents, 160 debris in the highway, 10 vehicle fires and 25 road closures.

The Consultant shall provide coordinated management of incidents with NYSDOT and outside agency personnel at the STICC. Incident management shall be performed in accordance with existing Standard Operating Procedures. To assist firms in the preparation of their proposals, information regarding Standard Operating Procedures is being made available for review and inspection from 8:30am to 4:30pm during normal business days at the CRTMC and the STICC upon request. To make arrangements for viewing, please contact Dan Howard (CRTMC), 518/485-2805 or Dawn Arnold (STICC), 518/457-1673.

2-8. The Consultant shall answer phone inquiries and coordinate incident-related activities with operational partners (listed in section I.B.) and provide them with the necessary information about traffic conditions. Telephone calls from the media shall be referred to appropriate NYSDOT and/or State Police Personnel.

2-9. The Consultant shall accept telephone reports regarding the malfunctioning of any State owned, operated, or maintained traffic signals and subsequently notify the appropriate NYSDOT personnel of the need for repairs in accordance with existing standard operating procedures. The Consultant shall keep records of all reports of traffic signal malfunctions and shall record the maintenance calls that verify their receipt of the maintenance request and their notification to the CRTMC of the completed work.

2-10. The CRTMC is the official off-hours answering point for NYSDOT Region One. At any time of the day or night, and any day of the week, the Consultant shall receive and appropriately respond to reports from police and other authorized personnel regarding requests for NYSDOT personnel to respond to or be notified of incidents and/or situations affecting the transportation system in Capital District. In accordance with NYSDOT and CRTMC Standard Operating Procedures, the Consultant shall contact the appropriate NYSDOT personnel, utilize Department-provided software programs to log incident
information and make notifications, keep records of all reports of these requests, and shall record the details of how these requests were handled.

2-11. The CRTMC is the Statewide off-hours answering point for NYSDOT personnel who are having problems with CARS, the Winter Traveler Advisory System, and other current and future Statewide, Department Operations software programs. At any time of the day or night, and any day of the week, the Consultant shall receive requests from Department personnel regarding problems with these programs, respond to these requests in accordance with NYSDOT and CRTMC Standard Operating Procedures, and keep records of all reports of these requests, and shall record the details of how these requests were handled.

2-12. In addition to handling Region One, the CRTMC also receives reports of transportation system incidents that take place in NYSDOT Region 7. In accordance with TMC procedures, events are entered into CARS, NY-Alerts are issued, and internal informational messages are sent out. The CRTMC handles approximately 15 to 20 Region 7 incidents per month.

2-13. In accordance with established Standard Operating Procedures, the Consultant shall log specific incident information as part of the Department’s operations performance monitoring system.

2-14. In the CRTMC, this task shall also include dispatching the Highway Emergency Local Patrol (HELP) vehicles patrolling select limited access highways in Albany, Schenectady, Rensselaer, and Saratoga Counties. HELP drivers provide roadside assistance to motorists. The HELP vehicles are currently patrolling the highways between the hours of 6:30 AM and 9:30 AM and again from 3:00 PM to 7:00 PM, Monday through Friday. Sometimes there are HELP truck patrols on Memorial Day, the last day of the July 4 weekend, Labor Day, and the Sunday of Thanksgiving weekend. Whenever there are HELP trucks on patrol, the Consultant shall schedule at least two Task 2 personnel.

Dispatchers at the CRTMC shall keep in contact with HELP vehicles using a radio system and a computer-aided dispatch system (CAD) provided by the State. The Consultant shall use the CAD to log when each driver began patrol, took breaks, and ended patrol. The CAD is also used to log all HELP vehicle stops made and services rendered by drivers in accordance with the CRTMC's Standard Operating Procedures.

This task shall also include receiving reports from HELP drivers related to problems associated with the Mobile Data Terminals (MDTs) installed in the HELP trucks. These problems will be handled in accordance with the CRTMC's Standard Operating Procedures.
Unless otherwise directed, dispatching of the HELP trucks is a sub-task handled by one CRTMC Consultant personnel in addition to other Task 2 sub-tasks. If during the term of this contract the roadways and/or hours covered by HELP increase or change, the State may deem that additional manpower is necessary to operate the expanded program and the Consultant shall provide extra personnel or modify personnel schedules so that the appropriate numbers of operators are on duty to support HELP patrols. If additional staff are necessary, they shall be added by supplemental agreement.

2-15. The Consultant will provide human monitoring of the STICC operations systems. Human monitoring of traffic information systems in the STICC system currently includes monitoring of and dialog with: (1) NYSDOT’s EARL (Event & Accident Reporting Log) software program; (2) TRANSCOM’s Open Reach software; (3) IIMS software; (4) NYSDOT CARS software; (5) OEM’s DisasterLan software; (6) ESRI Geographic Information Systems (GIS); (7) TransAlert software programs; (8) Smartnet software, as well as a variety of websites. Assigned Consultant personnel must be proficient with email use, and Microsoft Office programs. Additional systems of comparable complexity may be added and/or the existing systems revised. This will generally not be considered justification for raising the pay or title of Consultant operator personnel. Each of these computer programs provides for operator dialogue using computer terminals.

2-16. During emergency conditions, greater levels of staffing may be required by the State. If the State deems that additional manpower is necessary to operate the expanded functions, the Consultant shall provide extra personnel. Additional personnel should be qualified and pre-trained in TMC operations. The additional personnel shall be paid at the agreed upon pay rate/pay titles.

2-17. The STICC is the official incident notification point for NYSDOT Main Office. At any time of the day or night, and any day of the week, the Consultant shall receive and appropriately respond to reports from police, OEM and other authorized personnel regarding requests for NYSDOT personnel to respond to or be notified of incidents and/or situations affecting the Department. In accordance with NYSDOT and STICC Standard Operating Procedures, the Consultant shall contact the appropriate NYSDOT personnel, keep records of all reports of these requests, and shall record the details of how these requests were handled.

2-18. During an “average” month the STICC will log +/-550 Level 2 (Intermediate) incidents and 40+/ Level 1 (Major) incidents in the Event and Accident Reporting Log (EARL) software. The amount of incident notifications will vary throughout the year with operators being responsible for reporting on each incident which meets Standard Operating Procedure criteria, which can
include phone calls or email to/from NYSDOT executive management. Incident notifications are received via email, phone call and/or fax from statewide sources including, but not limited, to NYSDOT TMC’s, NYSDOT transportation/operational partners (including rail and bus companies), State Police and OEM.

**TASK 3: ROADWORK INFORMATION AND LANE CLOSURE COORDINATION**

**SUMMARY**

This task consists of work to assist the Department in minimizing the impact of construction, maintenance, and other planned activities that will close lanes and/or cause delays to the traveling public.

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

**Sub-Task Descriptions for Task 3**

3-1. Engineers-in-Charge, Permittees, Maintenance Personnel, and other entities with approved, planned lane closures on State Highways will send information to the CRTMC describing the details of the activities and lane closures. Task 3 personnel will enter this information into the MIST software and into the CARS program, prepare as appropriate VMS and HAR plans for the work, and forward non-maintenance work and VMS/HAR plan information to appropriate NYSDOT personnel in accordance with existing Standard Operating Procedures.

3-2. On a daily basis, Task 3 personnel shall systematically review the roadwork information received at the CRTMC and identify those locations where there are competing needs to close lanes. The Task 3 personnel shall notify all parties for which a conflict is identified. It will be the responsibility of the competing parties to resolve the conflict amongst themselves and advise the CRTMC of the resulting schedule. If the involved parties cannot agree upon who has priority, Task 3 personnel will refer the matter to appropriate NYSDOT personnel for resolution.

3-3. On a daily basis, and in accordance with existing Standard Operating Procedures, Task 3 personnel shall prepare and distribute a summary report of the scheduled roadwork and send roadwork notifications to the New York State Police and NYSDOT personnel. Sample reports will be provided with the other resource material available for review.

3-4. Task 3 personnel will attend some of the Department’s pre-construction meetings. Task 1 personnel and the Department’s TMC Manager will assist in the determination of which meetings to attend. (these travel costs will be
discussed during contract negotiations and will be included in the contract’s budget of direct non salary costs).

**TASK 4: 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 CRTMC network/system, and computers. The Consultant shall evaluate and recommend changes to system functionality. The Consultant shall implement, install, configure and test system functionality changes, configuration changes, patches, fixes and updates, new modules, and new systems as directed and as accepted by NYSDOT and thoroughly document and warrant the Consultant’s work performed thereto.

All work associated with this task shall be in accordance with NYSDOT Information Technology policies and procedures, New York State Information Security policies and procedures, standards established by the Federal Highway Administration, and standard industry practices.

The Consultant is responsible for providing these services 24 hours a day, 7 days a week. This shall be accomplished by scheduling Task 4 personnel at the CRTMC in accordance with the table in the General Conditions, Section II. B. and providing off-hours support/contact as described below.

This is a separate and distinct task from Tasks 1, 2, 3, and 5 and shall require that the Consultant provide personnel dedicated to this task, as per the Table of Operations/Schedule in Section II, Part B, General Conditions above.

Personnel assigned to this task shall work at the CRTMC and be available at all times during off-duty hours to provide assistance to Task 1, Task 2, and Department personnel. Task 4 personnel shall contact the CRTMC within 15 minutes of being paged during off-hours.

**Sub-Task Descriptions for Task 4 (includes, but is not limited to):**

4-1. Supporting Ethernet, serial, dial-up, cellular, leased-line dedicated circuits, terminal servers and dedicated wireless communications. This task includes:

   a. Responsible for administering, monitoring, configuring, troubleshooting, and incident reporting for an existing Level II and III Ethernet network.

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

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

   d. Reporting and managing leased-line network issues with private communication providers.
e. Configuring and installing modems, IP communication devices (wireline and wireless), terminal servers, and other communication equipment.

f. Assist in the design, configuration, and installation of new wireless field communication equipment.

g. Ensure that network and security system policies are implemented, tested, and updated as needed.

4-2. Provide support for desktop workstations and servers running standard Microsoft legacy and current OS’s, and various software packages.

a. Install and manage software and hardware on desktop, laptop, and physical servers.

b. Perform routine and unplanned system maintenance tasks.

c. Routinely back-up the system software and archive data history records in accordance with a format and schedule determined or approved by the Department.

4-3. Supporting the current Advanced Traffic Management System’s central software (Telvent MIST) and support any future central software system which replaces, supplements, or modifies the existing Advanced Traffic Management System.

a. Add, remove, and modify devices as needed.

b. Back-up system and system databases on a scheduled basis.

c. Monitor and manage system to minimize downtime.

4-4. Coordinate with NY State Police Information Technology personnel in the support of Computer Aided Dispatch (CAD) and two-way radio computer workstations, associated workstation hardware, and network connectivity.

4-5. Configuration management.

a. Maintain system configurations per established standards on central CRTMC hardware and field devices.

b. Modify configuration databases for all changes.

c. Thoroughly test all functionality and configuration changes and shall provide documentation of all work performed under this task. The documentation shall conform to existing documentation standards.

d. Produce change management notices for internal and external configuration changes.

4-6. Support field devices.

a. Troubleshoot device and communication problems. At times this will include visits to equipment locations external to the TMC.

b. Facilitate maintaining/making minor equipment repairs or monitor the schedule of other repairs with vendors, upon NYSDOT direction (NYSDOT makes the repair vendor selection).
c. Install replacement equipment as needed. Equipment should be purchased using standard NYS Purchasing practices. The purchase orders shall be issued and processed by the Consultant according to NYSDOT standard Purchasing Procedures. NYSDOT will approve the purchase and it will be the consultant’s financial responsibility. All approved items purchased shall be reimbursed by the State as a direct cost to the contract. All purchasing shall be done following applicable State procedures and will be subject to the approval by the State.

d. Coordinate repairs and other issues with utility companies.

4-7. Research and bench testing of existing and proposed equipment.
   a. Research potentially new equipment to determine feasibility of integration.
   b. Conduct operational tests to confirm that equipment operates per manufacturer’s specifications.
   c. Recommend equipment based on technical merits and cost effectiveness measures such as life cycle, maintenance, and other costs.

4-8. Performance reporting.
   a. Produce system performance reports from MIST logs and other sources indicating up/downtime of equipment.
   b. Produce speed and volume reports for MIST data tables.
   c. Develop quality control measures that ensure speed, volume, and other MIST log data are accurate.
   d. Assist in the development of “dashboard” performance measure reports for TMC and highway operations.

4-9. Administrative duties.
   a. Consultant shall process all equipment purchase requisitions according to NYSDOT Standard Purchasing Procedures. The purchase orders shall be issued and processed by the Consultant. NYSDOT will approve the purchase and it will be the consultant’s financial responsibility. All approved items purchased shall be reimbursed by the State as a direct cost to the contract. All purchasing shall be done following applicable State procedures and will be subject to the approval by the State.
   b. Inventory, monitor, and maintain summary report all software licenses, warrantees, and expirations.
   c. Add, remove, modify equipment status in the asset management inventory Systems (currently Telvent/MIST and Cartegraph/ITS).

4-10. Ownership Rights.

NYSDOT retains, any and all ownership rights to any and all equipment, material, media, and software acquired or purchased by or through the Consultant for CRTMC and STICC operations under the resulting agreement.
For any software purchased under the resulting agreement, Consultant shall acquire a perpetual, royalty-free, non-exclusive license for NYSDOT to use such software. Consultant must transfer any and all warranty rights to equipment, material, media, and software NYSDOT acquired to NYSDOT and such warranties must be at terms equal to or greater than industry standards.

4-11. Safety

Some of this work will take place at equipment locations external to the TMC. Consultant personnel will be responsible using their personal vehicles, and the Consultant will be responsible for providing amber warning lights and safety apparel to Task 4 personnel.

NYSDOT Vehicle Warning Light Standard:  
https://www.nysdot.gov/divisions/operating/employee-health-safety/repository/Veh%20LightingSafetyBulletin09FINAL.rtf

NYSDOT High Visibility and Hard Hat Policy:  

NYSDOT Safety Footwear policy  
https://www.dot.ny.gov/divisions/operating/employee-health-safety/repository/08-7SafetyFootwear.rtf

NYSDOT Work Clothing Guidelines  

**TASK 5: TRAINING AND UPDATING OF MANUALS**

SUMMARY

This task covers work by the Consultant to update Standard Operating Procedure manuals for use in day-to-day operations in the CRTMC and the STICC, and to provide necessary training. The Department shall review and approve proposed training procedures for Tasks 1, 2, 3, and 5. The Consultant shall provide materials to the Department documenting the training of personnel assigned to Tasks 1, 2, 3, and 5.
The following sub-tasks will be performed by the Consultant.

Sub-Task Descriptions for Task 5:

5-1. The Consultant shall work with the Department to update the Standard Operating Procedures (SOP) Manuals for use in the CRTMC and the STICC. Due to the nature of operations, this shall be an ongoing task that will take place at any time an SOP needs to be updated. The Consultant shall, at a minimum, review all SOPs on a semi-annual basis and provide the Department with recommendations for changes to account for current operational conditions.

5-2. The Consultant shall provide training (at CRTMC/STICC locations) to new Consultant operations personnel and in-service training to existing staff. The training shall be based on the current NYSDOT SOP manuals for the CRTMC and the STICC. Training shall be provided on an as-needed basis as Consultant staff is phased into the project; when new or significant changes are made to SOPs or software programs; or when individual operators need remedial training. Training shall include formal classroom style exercises as well as extensive hands-on training. The training shall provide for testing of trainees to insure that they are fully trained prior to being assigned to the operations tasks. It shall also include assignment to the operations tasks for at least a one-week period under the supervision of a Shift Supervisor prior to being assigned as an independent operator. This applies to both new operators and operators who require remedial training.

5-3. The Consultant shall cross-train some of the Task 2 Consultant personnel to perform duties at both the STICC and the CRTMC, such that Task 2 personnel can perform functions at each center.

5-4. The Department may ask the Consultant to train their personnel to conduct State approved experimental, operational exercises, designed by others, including non-standard procedures and methods to be used in the conduct of any research experiment.

5-5. In order to keep the CRTMC and STICC staff current with their operational abilities, the consultant shall conduct “in-service” training (at CRTMC/STICC) to all operations staff. This shall be in the form of a “paper” exercise or other Department approved method, and shall take place at least once per month.

5-6. Newly hired and/or newly promoted Shift Supervisors (System Operator 3) shall be sent to a management training class approved by the Department. All expenses associated with the training (training class costs, travel costs, and personnel time to travel to and attend the class) shall be borne by the
Consultant as overhead costs and are not reimbursable or chargeable to the project (assume two training events valued at $2700 each).

5-7. The Department will provide training to the Systems Engineer/Administrator specific to equipment and systems operated by the Department. In addition, any costs associated with general continuing education, certification classes, or educational and professional activities are not reimbursable or chargeable to the project.

5-8. With the exception of managerial training for Shift Supervisors as identified in 5-6 above, all training is anticipated to take place at CRTMC and/or STICC, depending on the employee’s work location.
IV. PROPOSAL FORMAT AND CONTENTS

A. General

For the purposes of independent evaluation, each proposal must be submitted in two (2) parts. Part I shall consist of the Technical and Management submittal. Part II shall consist of the Cost and Contract submittal. Each part of the proposal must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently, and the Technical and Management submittal can be evaluated strictly on the basis of its merits. Technical information is **not** to be included in the Part II Cost and Contract submittal. Cost information is **not** to be included in the Part I Technical and Management submittal. Each part must be separately bound (in three-ring binders). Each section within each part shall have section dividers (with labels). Proposals must be delivered in sealed packages with the outside properly labeled.

**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. **The identification of pages and the reasons for exemption should be included in the Executive Summary of your proposal (see B.4. below).**

Your proposal should follow the format listed below. It must be sealed and bound separately (Part I and Part II):

B. Part I: Technical and Management Submittal

1. **Cover Letter:** on firm stationary and signed by an officer of the firm authorized to bind the firm to a State contract. Include any exceptions taken to the RFP’s draft contract. Any exceptions taken to the articles contained in the Draft Contract, **Attachment 1** can only be located in your firm’s cover letter.

2. **Title page:** Name, address and phone number of the proposer, including a contact person, and name of the person(s) who prepared the proposal.

3. **Table of Contents:** All sections shall be separated by labeled tabs.

4. **Executive Summary:** Briefly describe your proposed approach and work effort. Confidential and proprietary information should also be identified and addressed in this section.

5. **Approach and Scope of Services:** Describe your approach for implementing the Scope of Services as outlined in Section III of this RFP. Your approach to the items
below must reflect acceptance of the Scope of Services of this RFP. Your approach should not propose any tasks or work not identified in the RFP’s Scope of Services. Confirm in your discussion that you accept the RFP’s Scope of Services, as is. Firm should describe their approach for managing and delivering the contract’s three percent (3%) DBE goal, including the Commercial Useful Function (CUF) the DBE firm(s) would be providing.

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

a. Providing managerial/administrative support to coordinate the overall effort to provide the required services outlined in Section III, Tasks 1 through 5 in an effective and cost-efficient manner.

b. Providing remote human resources, managerial, and administrative support to Consultant staff at the CRTMC and STICC. Outside of supervisory managerial tasks (that should routinely take less than +/-10% of his or her time) work associated with contract administration and management, and personnel administrative and human resources support will not be performed by the Task 1 person.

c. Providing training to both all CRTMC and STICC consultant staff. Also provide cross training of consultant staff for tasks in the CRTMC and the STICC.

d. Retaining, assigning and substituting staff to assure adequate CRTMC and STICC system coverage. Include in this discussion: how staff will be assigned to shifts; what provisions will be made for coverage during vacations, illnesses and absences; and specific actions the firm will take to try to minimize personnel turnover and assuring consultant personnel are retained.

**NOTE:** Approach should not propose any tasks or work not identified in the RFP’s Scope of Services. If a firm chooses to offer an approach which propose tasks or work not specifically identified in the RFP’s Scope of Services, only those RFP Scope of Service deviations which meet the RFP’s goals and objectives, and which address all Consultant personnel items specified in this RFP shall be evaluated. Any proposed value-added items which do not shall not be evaluated. Proposals which offer such value-added items that do not change the intent of the RFP may be discussed with the selected Consultant during contract negotiations and/or after the selected firm has commenced work on the project.

6. **Experience of Firm:** The qualifications and prior experience of the proposer are very important to NYSDOT. Demonstrated successful experience in managing Transportation Management Centers is required, preferable managing TMCs of similar size, area coverage, and scope. Include experience writing and revising/maintenance of operational manuals, and equipment/supplies record keeping and inventory.
Specifically, discuss what relevant experience your firm and the personnel your firm will assign to this effort have with:

a. Managing Transportation Management Center Operations Contracts. The proposal should include a listing of Transportation Management Centers for which your firm has been the prime Operational Consultant for any or all of the past five years. A listing of transportation management centers and relevant work experience (titles) of proposed staff should be included.

b. Computer-assisted control of traffic. This discussion should reference experience of key personnel in day-to-day traffic system operation, including administration and direction, technical assistance in resolving problems involving system software and/or field hardware.

c. Quality of experience of the firm in providing training to all consultant Transportation Systems Management Operations staff

d. Proposal should also describe experience in providing human resources, managerial and administrative support to off-site, 24/7/365 operations personnel. Including depth of firm’s ability to provide “in-house” operational and technical support services to Operations Managers and Systems Engineer/Administrators.

NOTE: Experience not directly related or comparable to the RFP’s Scope of Services will not be evaluated.

Provide a list of your prior or current projects which are most relevant to this effort. Indicate personnel (identified under item 7 below) who have worked on these projects and will be assigned to this effort. Also identify their area(s) of expertise, including their KSAs. Include names, addresses, e-mail addresses, and telephone numbers of contacts with listed clients. NYSDOT reserves the right to request information from any source so named, as well as seek additional references should ones offered fail to verify attested experience. Previous, comparable work experience with NYSDOT is eligible.

7. **Organization and Staffing:** Describe the organization of the firm and proposed staffing plan to enable operating and managing the CRTMC and the STICC.

   a. Depth of firm and ability to provide “home office-based” operational and technical support services to Operations Managers and Systems Engineer/Administrator.

   b. Depth of staff qualifications (KSAs) as described in submitted resumes. See Attachment 8, *Proposed Staffing Title Definitions*, KSA Requirements Table section).
c. Provide an organizational chart for the project showing the names of the project director and personnel that will be working on this effort. Include resumes for all proposed personnel. If subcontractors/DBEs are proposed, describe the need, indicate the arrangements, and detail how coordination will be achieved between parties.

**NOTE**: Offerers should be aware that as vacancies occur, the State will require the hiring of at least one trainee for a period of 12 months within the first three years of the contract. Offerers are **NOT** to include a trainee position in their cost proposal (Part II) however, as trainees are hired, they will be paid at ¾ of existing staff. This will be included in the resulting contract.

C. **Part II: Cost and Contract Submittal**

Part II of the proposal consists of two sections: (1) the Cost proposal section that sets 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 (2) the Contract section that specifies the proposer’s acceptance of the terms and conditions contained in the draft Contract enclosed as Attachment 1 to this RFP (this section also houses several other administrative items).

**Note**: All proposals shall be based on a 24/7/365 operation of the CRTMC and the STICC. However, the State reserves the option to reduce the number of hours of operation of the CRTMC and the STICC in the future.

1. **Cost Proposal Section**:

Each Cost and Contract proposal should contain the following elements: Salary Schedule, Staffing Table, DNSC, Cost Summary (for each prime and subconsultant).

The proposed cost will be determined as a result of the firm’s entries in the worksheets, Attachment 9, Proposed Cost Submission Worksheets.

During the negotiations phase of the procurement process, the selected offeror will provide NYSDOT with a certified salary roster for the persons being offered to provide services under the resulting contract. The roster will include the names of the participating staff, their project title and their actual hourly salary rate at the time the roster is submitted. The roster will be certified by an officer of the firm as being accurate. Each member of the selected team, prime consultant and all subconsultants, will be required to submit a certified salary roster.

2. **Contract Proposal Section**

   a. **Acceptance of Terms and Conditions**

   The Consultant shall specifically state its acceptance of all Terms and
Conditions of the draft Agreement contained in Attachment 1 of this Request for Proposals. Offerors should complete and submit the “Consultant Information and Certifications Form,” included as Attachment 2 to this RFP, to indicate their acceptance of all of the terms and conditions contained in the draft Agreement. Altering this form without the prior expressed written approval of the New York State Department of Transportation is prohibited and will lead to the proposal being deemed non-responsive and subsequently dismissed. Should any firm take an exception to any of the draft contract’s terms and conditions, the proper placement of such is in the firm’s cover letter. The Department will not entertain exceptions brought to its attention after the proposal due date or during contract negotiations. NYSDOT shall only consider those contract exceptions which are in the best interest of the State.

b. DBE Participation
In Part II of your firm’s proposal, provide the following: Complete and submit Attachment 6 DBE Participation Information. Provide the legal names of all certified DBE consultants (prime and/or subconsultant).

For firms who have offered DBE participation less than the established contract goal of three (3) percent, the firm must also complete and submit Attachment 7: DBE Solicitation Log. Submission of DBE Goal Attainment Explanation Letter shall be required for proposals with either partial goal attainment or no goal attainment at all, explaining why the firm was unable to meet the DBE goal (in full or if partially), which serves to substantiate the firm’s good faith effort.

The letter should include sufficient justification as to why the goal was not met or was met partially and should at a minimum address the following factors: the potential firm’s method of accomplishing the work, the subcontracting opportunities associated with the proposed approach and scope of services, and the availability of certified firms for the work to be performed by either a prime consultant or via subcontract.

In situations where the prime consultant is certified as a DBE (thus meeting the contract’s 3% DBE goal), the prime firm must still reach out and solicit certified DBEs to participate in meeting the contract’s 3 percent DBE goal. Per Federal regulations, such a DBE prime consultant is not relieved of the burden of reaching out to DBE subconsultants (using Attachment 7’s solicitation log to document all attempts made).

c. Modification Acknowledgement Forms
Included with any and all future Modifications to this RFP will be Acknowledgement forms. All respondents must have an authorized
representative of the firm or organization acknowledge receipt and acceptance of each of the Modifications by including a signed copy of this/these form(s) with the Part II Cost and Contract Submission.

d. **Procurement Lobbying Law Forms**
All proposers should visit the “Business Center” Web page on NYSDOT’s Web site to read the NYSDOT Policy Summation for the Procurement Lobbying Law of 2005. The web page is located at: 

Filing the *two required forms* (Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-J (6) (b) and Offerer Disclosure of Prior Non-Responsibility Determinations) is mandatory for all consultants in order to be considered for contract award. Hard copies of the two required forms are included with this RFP (see Attachment 3). **NOTE: Failure to submit the required PLL forms with your proposal may result in elimination from consideration for contract award.**

Use Contract Number C030960 wherever requested in the forms. Please call or e-mail the person identified as the contact in the Administrative Specifications section (VI.E) of this RFP if you have any questions regarding how to complete this required form.

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

3. **Consultant Identification Number (CIN)**

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

If an offeror does not have a CIN and they are selected for contract award, they will be required to obtain one through the following NYSDOT Web site prior to negotiation of the contract: “How to Register a New Consultant Firm with NYSDOT” at: [https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions?nd=nysdot](https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions?nd=nysdot)

4. **Consultant Disclosure Legislation**

Go to OSC’s Web site (listed below) to become familiar with Consultant Employment Disclosure requirements, which went into effect June 19, 2006.
The Consultant selected for this solicitation shall be required to complete “State Consultant Services – Contractor’s Planned Employment” Form A (Attachment 4) and submit when the contract is signed. For each contract year thereafter, the Consultant shall complete the “State Consultant Services Contractor’s Annual Employment Report” Form B (Attachment 4) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May 15th of each year the contract is in effect. For additional guidance, please visit: http://nysosc3.osc.state.ny.us/agencies/gbull/g-226.htm.
V. CRITERIA FOR EVALUATION OF PROPOSALS

A. General

Proposals shall be pre-screened to determine if they meet all of the minimum RFP proposal responsiveness requirements (reference RFP Section I.F). Those proposals which do shall be considered further; those which do not may be deemed non-responsive. All proposals deemed non-responsive shall be removed from further consideration. It is NYSDOT’s sole discretion determination as to whether a proposal is complete.

Proposals shall then be evaluated by the Department using a Best Value Method evaluation process, based on the technical and cost criteria described below, using a 100 point scale. Technical considerations (up to 70 points) are of greater importance than cost considerations; however, cost (up to 30 points) is a significant factor in the Department’s evaluation of proposals. The Technical portion, Part I (of two parts) of the proposals will be point scored based on the information provided under RFP Section IV. B. Part I: Technical and Management Submittal in accordance with the pre-established criteria. The Cost portion, of Part II: Cost and contract Submittal will be point scored based on the information provided under RFP Section IV. C. Part II: Cost and Contract Submittal in accordance with the pre-established criteria.

Technical and Management Proposal evaluation will be accomplished by a representative committee comprised, as appropriate, of technical, program and management subject matter expert personnel. Technical Evaluation Committee members will determine the degree of responsiveness of each proposal element to the corresponding RFP specification, and document his/her findings and score each proposal individually and then meet as a group to discuss the proposals. A zero-to-ten point scale shall be used to evaluate degree of responsiveness. Evaluators will be allowed to revise scores on the basis of the committee discussions.

Cost evaluation results will be introduced to produce an initial Best Value score to the highest ranked proposing firm.

Proposers may be requested to clarify issues or to provide additional insights into their proposal through written clarifications. If written clarifications are required to complete the technical evaluation of proposals, firms shall receive clarification requests, and technical evaluators will be allowed to revise their technical scores based on consideration of this additional, clarifying information.

The Department reserves the right to ask clarifying questions regarding each cost proposal (Part II) and DBE participation as well.

Furthermore, the Department reserves the right to request best and final offers (BAFO) from firms that are determined to be susceptible for contract award. All proposals that meet the minimum requirements as determined by NYSDOT and stated in this RFP,
Section I.G. shall be susceptible for contract award. Firms should not be led to anticipate the opportunity or requirement of a BAFO in all procurements. NYSDOT reserves the right to utilize the BAFO option on a case by case basis.

There will not be technical interviews for this solicitation.

After consideration of all technical and cost information, a final Best value score will be generated and the field of firms vying for contract award ranked in order of highest scoring firm to lowest. A tentative contract award shall be made to the offeror whose proposal receives the highest total best value score after considering all technical and cost evaluation factors and considerations.

**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). Any ‘ties’ shall be decided by the substantially equivalent rule contained in the approved evaluation process document.

At the conclusion of the proposal evaluation process, an announcement of the Department’s designation(s) will be posted on the NYSDOT Web site listed below. 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 upon request (preferably over the phone). Further, it is expressly understood that this Request for Proposals does not commit the Department to award a contract, pay any costs incurred in the preparation of a proposal to this request, or to procure or contract services or supplies. Further, the Department shall have no obligation or liability whatsoever to the vendor selected as a result of this solicitation unless and until a contract satisfactory to the Department is approved and executed by the vendor and all necessary State officials.


B. Pre-Screening of Proposals, Including DBE Participation

NYSDOT will conduct a pre-screening of each proposal to ensure all contents have been submitted in accordance with the minimum proposal responsiveness requirements as specified in the RFP. It is NYSDOT’s sole discretionary determination as to whether a proposal is complete (reference RFP Section I. F. Minimum RFP Responsiveness Requirements and Disadvantaged Business Enterprise (DBE) Participation). Proposals which do not meet all of the Minimum RFP Responsiveness Requirements section may be deemed non-responsive. All proposals deemed non-responsive by NYSDOT shall not be considered further.

As part of the pre-screening process, the proposed DBE participation percentages offered for NYSUCP certified prime consultants and/or NYSUCP certified subconsultants will be reviewed (Attachment 6 & Attachment 7). 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 three (3) percent goal (or where a prime consultant is certified as a DBE proposes to meet the Department’s DBE participation goal via their meaningful participation), the firm’s evidence of a Good Faith Effort (Attachment 7 DBE Participation Solicitation Log) to achieve the goal will be reviewed, along with the firm’s letter of explanation (DBE Goal Attainment Explanation Letter) as to why it was unable to meet the goal. During the review process, which will include verification of a firm’s Good Faith Effort evidence, if it is determined by the Department that the firm did not provide an acceptable Good Faith Effort, then the proposal may be deemed non-responsive. Proposals deemed to be non-responsive will be removed from further consideration. Please reference ‘Administrative Reconsideration’ in the following document: https://www.nysdot.gov/main/business-center/consultants/consultants-repository/2010_dbe_draft_plan.pdf.

C. Technical and Management (up to 70 Points)

The offeror shall provide a detailed response that describes how they will meet each requirement in the RFP Section III.

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

The Technical and Management proposal will be point scored and will represent 70% of the total score for the proposal (out of 100 total possible points). The three major criteria and the respective sub-criteria are listed in descending order of importance:

1. Approach and Scope of Services (up to 30 Points)

   NOTE: A firm shall only be evaluated based upon the offered tasks/work proposed in the Consultant’s Scope of Services and requested in this RFP. Additional services or value-added work proposals shall not be evaluated; these non-scope optional work items may be discussed with the selected Consultant after contract execution.

   a. Degree to which the proposed approach for implementing the scope of services, (including no proposed modifications), reflects understanding of the project scope and objectives, and will assure effective, cost-efficient and uninterrupted operation of the CRTMC and the STICC. (up to 10 Points)

   b. Degree to which the proposed approach for implementing the scope of services reflects understanding of how to provide remote human resources, managerial, and administrative support to Consultant staff at the CRTMC and STICC, including staff who work non-traditional hours (evenings, nights and weekends) when “home office” support is generally not on duty. Specifically, work associated with contract administration and management, personnel administrative and human resources support is not to be performed by the on-site Task 1 person. (up to 10 Points)
c. Degree to which the proposed approach for implementing the scope of services reflects understanding of the need to provide training to all consultant staff. (up to 5 Points)
d. Quality and reasonableness of plan for retaining and recruiting operators; assigning them to shifts; providing coverage during vacations, illnesses and absences; and limiting personnel turnover. (up to 5 Points)

2. Experience of Firm and Personnel (up to 25 Points)

NOTE: Experience offered which is not directly related to the Scope of Services shall not be evaluated.
a. Quality, extent and relevance of experience of the firm and personnel related to managing Transportation Management Center operations contracts and operating 24/7/365 Transportation Management Centers. (up to 10 Points)
b. Quality, extent and relevance of experience of key personnel to administer and direct technical personnel in resolving problems with system software and field hardware. (up to 5 Points)
c. Quality of experience of the firm in providing training to all consultant Transportation Systems Management Operations staff. (up to 5 Points)
d. Quality of experience of the firm in providing human resources, managerial and administrative support to off-site operations personnel, including support to personnel who work evenings, overnights, and weekends. (up to 5 Points)

3. Organization and Staffing (up to 15 Points)

a. Depth of firm and ability to provide “home office-based” operational and technical support services to Operations Managers and Systems Engineer/Administrator. (up to 10 Points)
b. Depth of staff qualifications (KSAs) as described in submitted resumes. (up to 3 points)
c. Reasonableness of structure of organization to carry out tasks required by contract, including the proposed plan for the use and coordination of subconsultants, if any, and the submitted Organizational Chart. (up to 2 Points)

D. Cost Proposal Evaluation (Up to 30 Points)

The cost portion of the cost and contract proposal will be point scored and will represent 30% of the total score for a proposal. The score for each cost proposal will be based upon submitted Attachment 9, Proposed Cost Submission Worksheets, Exhibit E, Summary of Costs, Total Estimated Cost for Prime. The cost score for each proposal shall be calculated by comparing each derived total cost of each proposal budget to determine which is the lowest. The firm with the lowest derived total cost proposal budget will receive a perfected cost score of 30 points. All other offerers will receive
proportionately lower perfected cost scores based upon their derived total cost proposal budget against the lowest derived total cost proposal budget.
VI. ADMINISTRATIVE SPECIFICATIONS

A. Proposal Submission

1. The proposal shall be signed by an official authorized to bind the offeror.

2. Proposers shall submit SEVEN (7) bound, sealed copies of Part I, and THREE (3) bound, sealed copies of Part II, including one (1) CD of the Excel cost spreadsheet.

3. Your proposal must be received by NYSDOT by **2:00 PM on December 21, 2011**.
   The proposal must be addressed to:

   Director, Contract Management
   NYS Department of Transportation
   50 Wolf Road, Suite 1CM
   Albany, New York  12232
   Attention:  Kathy Fitzpatrick, Contract #C030960

B. Pre-Proposal Conference

A **mandatory** Site Visit and Pre-Proposal Conference will be held on November 30, 2011 for all prime firms. **Subconsultants** are encouraged but not required to attend. It is strongly advised to attend the scheduled November 30, 2011 pre-proposal conference, however, at the discretion of NYSDOT, we may offer a make up date for site visit only for any firm with a dire reason for non-attendance on November 30, 2011. **Proposers should assume there will only be one pre-proposal conference/site visit scheduled.**

The mandatory site visit will start at the CRTMC, located in Building 22, State Office Campus, Washington Ave, Albany, New York  12226, and then travel to the STICC at NYSDOT’s main offices located at 50 Wolf Road in Colonie (Albany), New York 12205. Travel between the two locations is the responsibility of each firm. A brief RFP pre-proposal conference/question and answer session will immediately follow in the first floor Conference Room A/B (next to the Security Desk) at the 50 Wolf Road location.

All prospective proposers are **required to attend and sign in.** Telephone access to the RFP pre-proposal conference is available upon request (three (3) business days advance notice required). For security purposes, each firm must provide the names of all attendees to Kathy Fitzpatrick by e-mail to kfitzpatrick@dot.state.ny.us by noon on **November 24, 2011.** Because of security there will no exceptions and no allowances made the day of the pre-proposal conference. Each attendee must provide photo identification upon check in. Each proposer may send two representatives to the conference. An opportunity will be afforded for questions and answers during the conference. However, to help NYSDOT in preparing for the meeting, we wish to receive any questions you may have, in writing via e-mail to kfitzpatrick@dot.state.ny.us by noon on **November 24, 2011.**
For the CRTMC tour on the State Campus attendees should park in the lot identified as the “S” lot, overflow will be the “X” lot, see map of State Campus, Attachment 12.

The possible make-up event will feature CRTMC and STICC tours only. The RFP pre-proposal conference is a one-time only event (the conference’s PowerPoint presentation and questions and answers shall be made available shortly thereafter on the NYSDOT website).

Firms should be reminded that attendance of the site visits and the pre-proposal conference are mandatory requirements and they should make every effort to send representatives on November 30, 2011.

C. State’s Rights to Proposals

All proposals, upon submission to NYSDOT, shall become its property for use as deemed appropriate. By submitting a proposal, the offeror covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. With regard to proposals submitted NYSDOT has the following rights and prerogatives:

- To accept or reject any or all proposals
- To correct any arithmetic errors in any or all proposals
- To change the proposal’s due date upon appropriate notification to all potentially interested firms
- To eliminate any mandatory RFP specification that is found to be unmet by all offerors in the evaluation of received proposals
- To adopt any or all of a successful offeror’s proposal
- To negotiate modifications to the scope, cost and contract terms and conditions with the selected offeror prior to contract award only if such is in the best interest of the State
- To disqualify an offeror from receiving the award if such offeror, or anyone in the offeror’s employ, has previously failed to perform satisfactorily in connection with public bidding or contracts
- To revise/amend any provision of this RFP by written electronic notification to all potentially interested firms, prior to proposal submission
- To make inquiries, by means it may choose, into the offeror’s background or statements made in the proposal to determine the truth and accuracy of all statements made therein
- To select and award the contract to the offeror whose proposal represents the best value to NYSDOT
- To begin contract negotiations with the next highest best-value offeror(s) responsive to this RFP (should NYSDOT determine that the negotiations with the selected offeror will not result in a contract) without again requesting proposals
• To begin contract negotiations with the next highest best-value offeror(s) responsive to this RFP if NYSDOT terminates the awarded contract resulting from this RFP without again requesting proposals
• To extend the terms and conditions as well as the contract’s scope and pricing terms as is of any contract entered into pursuant to contract award arising from this solicitation to any other New York state agency. However, any response to this solicitation shall be based solely on the purpose of this solicitation and shall not factor in the possibility that this contract may, in the future, be applicable to other state agencies. Please be advised that any award made pursuant to this solicitation shall be based on the specific requirements of this solicitation only.

D. Vendor Responsibility

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

E. Registration with NYSDOT

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

Consultant Firm Registration instructions are available at:
or via:

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

F. Contractor Tax Certification

Per Section 5-a of the NYS Tax Law, all vendors selected for contracts in excess of $100,000 for the sale of goods or services must complete and submit Forms ST-220-TD and ST-220-CA (Contractor Certifications) prior to negotiation of a contract with State agencies. Firms should make themselves familiar with these forms by visiting the following Web sites:


G. Inquiries and Information

All questions concerning this solicitation must be directed only to Kathy Fitzpatrick of Contract Management by e-mail at kfitzpatrick@dot.state.ny.us. The last date to submit questions for this solicitation is: December 7, 2011. All inquiries must be e-mailed to: kfitzpatrick@dot.state.ny.us. Should a firm be unable to communicate via e-mail, all questions must be submitted in writing and mailed or faxed to:

Director, Contract Management
NYS Department of Transportation
50 Wolf Road, Suite 1CM
Albany, New York 12232
Attention: Kathy Fitzpatrick C030960
Fax: 518-457-2875

Responses to all questions of a substantive nature, as well as copies of the questions, will be made available for all potentially interested parties via https://www.dot.ny.gov/business. NYSDOT reserves the right to consolidate and edit all questions submitted. The identification of inquiring parties shall be withheld.

H. Protest Procedure

The New York State Department of Transportation (NYSDOT) has established a protest procedure to be utilized when an interested party challenges a Non-Engineering consultant designation by NYSDOT. The complete procedure can be accessed via: https://www.nysdot.gov/main/business-center/consultants/consultants-repository/misrep_protest.pdf
I. Final Payment

The last and final payment will become due and payable within thirty (30) days after delivery of the final deliverable(s) and a NYS FIN 421 payment request forms. Requests for partial and final payments shall be made by the designated consultant on the basis of NYS FIN 421 payment request forms prepared and submitted by the consultant contractor together with the deliverable item for which the payment request is being made.

J. Tentative Schedule of Key Events

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

RFP Release Date: November 9, 2011

Deadline to provide attendee names – site visit/Pre-Proposal Conference: November 24, 2011.
Pre-Proposal Conference: November 30, 2011
Question Submittal Deadline: December 7, 2011
Proposals Due: December 21, 2011
Recommendation & Designation: 1–2 months after proposal evaluation
Contract Negotiations: One Month
Contract Award: 4–6 weeks after completion of contract negotiations
## VII. ATTACHMENTS

1. Draft Contract, including Appendix A, Appendix B and Appendix C  
2. Consultant Information and Certifications  
3. Procurement Lobbying Law Compliance  
5. Consultant’s Responsibility when Proposing Former NYSDOT Employee(s)  
6. DBE Participation Information Form  
7. DBE Participation Solicitation Log  
8. Proposed Staffing Title Definitions/Requirements  
9. Cost Proposal Spreadsheet Instructions and link to spreadsheet  
10. NYSDOT Emergency Transportation Operations (ETO) Information  
12. State Campus Map
ATTACHMENT 1

Draft Contract

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

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

COMPTROLLER'S CONTRACT NO. C030960

PROJECT: OPERATION OF THE CAPITAL REGION TRANSPORTATION MANAGEMENT CENTER (CRTMC) AND THE STATEWIDE TRANSPORTATION INFORMATION AND COORDINATION CENTER (STICC) SERVICES FOR NYSDOT

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

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

WITNESSETH:

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

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

ARTICLE 1. PERFORMANCE OF WORK.

Subject to the provision of ARTICLE 14 hereof, the CONSULTANT shall perform all of the work described in SCHEDULE A generally in accordance with the CONSULTANT'S PROPOSAL and cause such work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this CONTRACT. The CONSULTANT shall perform the work in accordance with professional standards and with the diligence and skill expected of a company with extensive experience in the performance of work of the type described in SCHEDULE A. The CONSULTANT shall furnish such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this AGREEMENT. It is understood and agreed that shall serve as the CONSULTANT's Project Manager and as such shall have the responsibility for the overall supervision and conduct of the work on behalf of the
CONSULTANT and that the persons described in SCHEDULE A shall serve in the capacities described therein. Any change of project personnel by the CONSULTANT shall be subject to the prior written approval of the STATE. The STATE reserves the option to extend the terms and conditions of this CONTRACT to any other state agency in New York subject to the approval, of all necessary state officials.

The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the STATE.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT.

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

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 36 months from ___________ to _______________. Additionally, this AGREEMENT may be extended for up to two 12 month periods based on need and performance as determined by the STATE and approved by the Office of the State Comptroller. Further, this AGREEMENT may be extended for such additional periods as are agreed to by the STATE and approved by the Office of the State Comptroller and within available funds.

ARTICLE 5. MAXIMUM AMOUNT.

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

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

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

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

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

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

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

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

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

Item III - Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be fixed for the term of this AGREEMENT, unless changed by subsequent amendment to this supplemental agreement, and shall be ___ % (Office) and ___ % (Field) for AAAAA (prime) and ___% (Field) for A-1 A-1 A-1 A-1 A-1 (subconsultant).

For monthly billing purposes, the fixed overhead percentages shall be applied to the charges made under Item IA (Actual Direct Technical Salaries) of this ARTICLE to determine the overhead amount to be billed.

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

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

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

In the event that contract expenditures for work performed under this AGREEMENT and any Supplemental Agreements using a Cost Plus Net Fee reimbursement format are less than the total of contract amounts for those Agreements, the net fee, as a percentage of the Final Audited Direct and Overhead Costs for those Supplemental Agreements, may be adjusted, but in no case shall the net fee exceed 10% of the Final Audited Direct and Overhead Costs in this Agreement and all subsequent Supplemental Agreements hereto.

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

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

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

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

ARTICLE 7. CONTRACT PAYMENT.

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

ARTICLE 8. PARTIAL PAYMENTS.
The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the period in accordance with ARTICLE 6 of this AGREEMENT. Bills are subject to the approval of the State's Project 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.

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

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

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

ARTICLE 10. EXTRA WORK.
a) If the CONSULTANT believes that any work is or may be beyond the scope of the Agreement (extra work), or that additional work is necessary, the CONSULTANT shall notify the STATE, in writing, of this fact prior to beginning any of the work. The notification shall include all information required by the Department. The STATE shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. No extra or additional work shall be started prior to written authorization from the STATE. The STATE shall be under no obligation to reimburse the CONSULTANT for any extra or additional work performed without the prescribed notification and authorization. The STATE will not allow fixed fee for any extra work undertaken without prescribed notification and authorization. In the event that the STATE determines that such work does constitute extra work, the STATE shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the STATE to the CONSULTANT for execution after approvals have been obtained from necessary State officials and if required, from the Federal Highway Administration.

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

ARTICLE 11. CONSULTANT LIABILITY.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and save harmless the State, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, from suits, claims, actions, damages and costs, of every name and description arising from the work under its contract during its prosecution and until the final acceptance thereof. The CONSULTANT and any assigns, heirs, or successors in interest shall also indemnify and save harmless, to the fullest extent permitted by law, the consultant inspecting engineer or inspector working for the State relative to the project from suits, claims, actions, damages and costs involving personal injury and property damage arising from the CONSULTANT’s work under the contract during its prosecution and until the final acceptance thereof. The State may retain such monies from the amount due the CONSULTANT as may be necessary to satisfy any claim for damages recovered against the State, any municipality in which the work is being performed, and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work or consultant inspecting engineers or inspectors working for the State relative to the project. The CONSULTANT’s obligation under this paragraph shall not be deemed waived by the failure of the State to retain the whole or any part of such monies due the CONSULTANT, nor where such suit, action, damages and/or costs have not been resolved or determined prior to release of any monies to the CONSULTANT under the contract, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the CONSULTANT, SubCONSULTANT or the State, any municipality in which the work is being performed, and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work, or any consultants working for the State.
The CONSULTANT has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the parties specified in this Section. This obligation shall include the cost of attorneys’ fees, disbursements, costs and other expenses incurred in connection with such action or proceeding. Such obligation does not extend to those suits, actions, damages and costs of every name that arise out of the sole negligence of the State, any municipality in which the work is being performed, and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the contract work, or any consultants working for the State, their agents or employees, relative to the construction, alteration, or repair or maintenance of a building, highway or structure and appurtenances and appliances thereof including moving, demolition and excavating connected therewith.

ARTICLE 12. WORKER'S COMPENSATION AND LIABILITY INSURANCE.

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

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

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

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

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

New York State Department of Transportation
Contract Management
50 Wolf Rd., Suite 1CM
Albany, NY 12232
Unless otherwise agreed, policies shall be written so as to require that the policy will not be (i) canceled, (ii) materially changed or (iii) permitted to expire or lapse for any reason except upon thirty (30) days’ prior written notice to the Department by Certified Mail, return receipt requested at the stated address. In addition, if required by the Department, the CONSULTANT shall deliver to the Department within Forty-Five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete. Certificates of Insurance shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13. INTERCHANGE OF DATA.

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

ARTICLE 14. DISPOSITION OF DATA.

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

ARTICLE 15. DAMAGES AND DELAYS.

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

ARTICLE 16. NOTICE OF BANKRUPTCY, VENUE, AUDITS.

If, prior to final audit, CONSULTANT files for relief pursuant to Title 11 of the United States Code under the Bankruptcy Laws or a successor statute, this contract shall be treated as an executory contract under 11 USC 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 §362 or a successor statute shall be deemed inapplicable or that this agreement shall constitute consent to the lifting of the stay with respect to the State's performance of or completion of any audit pursuant to the terms of this contract.

ARTICLE 17. TERMINATION.

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

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

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

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

ARTICLE 18. DEATH OR DISABILITY OF THE CONSULTANT.

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

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

ARTICLE 19. CODE OF ETHICS.

The CONSULTANT specifically agrees that this AGREEMENT may be canceled or terminated if any work under this AGREEMENT is in conflict with the provisions of Section 74 of the New York State Public Officer's Law, as amended, establishing a Code of Ethics for State officers and employees.
The CONSULTANT shall not engage, on a full or part-time or other basis any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the Federal Highway Administration or the highway organizations of any public employer, except regularly retired employees, without the consent of the public employer of such person.

ARTICLE 20. INDEPENDENT CONTRACTOR.

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

ARTICLE 21. COVENANT AGAINST CONTINGENT FEES.

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT, and that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
ARTICLE 22. TRANSFER OF AGREEMENT.

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

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

ARTICLE 23. PROPRIETARY RIGHTS.

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

ARTICLE 24. SUBCONTRACTORS/SUBCONSULTANTS.

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

ARTICLE 25. ORDER OF PRECEDENCE.

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

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

**ARTICLE 26. 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** – No exceptions.

**ARTICLE 27. CERTIFICATION FOR FEDERAL-AID CONTRACTS.**

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 28. RESPONSIBILITY OF THE CONSULTANT.

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

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

(c) The rights and remedies of the STATE provided for under this contract are in addition to any other rights and remedies provided by law.

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

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

ARTICLE 29. SECURITY AND CONFIDENTIALITY OF INFORMATION.

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

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

ARTICLE 30. VENDOR RESPONSIBILITY.

The Department of Transportation has undertaken an affirmative review of the proposed consultant’s responsibility in accordance with the applicable standards outlined in Comptroller’s Bulletin No. G-221, and based upon such review, reasonable assurance that the proposed contractor is responsible has been determined.

ARTICLE 31. CONSULTANT DISCLOSURE LEGISLATION.

In accordance with Chapter 10 of the Laws of 2006, the CONSULTANT shall complete the “State Consultant Services Contractor’s Annual Employment Report” (Form B, Attachment 4) 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: tameche@dot.state.ny.us or his successor.
ARTICLE 32. NOTICES.

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

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

New York State Department of Transportation:

   Contact Person’s Name:  William A. Howe, Contract #C030960
   Title: Director
   Address: NYSDOT Contract Management, 50 Wolf Rd/Suite 1CM, Albany, NY 12232
   Telephone Number: 518-457-2600
   Facsimile Number: 518-457-2875
   E-Mail Address: howe@dot.state.ny.us

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

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

ARTICLE 33. TITLE VI ASSURANCE.

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

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

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

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

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

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

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

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
IN WITNESS WHEREOF, this Contract No. C030960 has been executed by the STATE, acting by and through the Commissioner of Transportation, and the CONSULTANT has duly executed this Agreement effective the day and year first above written.

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

RECOMMENDED BY FOR THE PEOPLE OF THE STATE OF NEW YORK

__________________________________________________________
CONTRACT MANAGEMENT
DATE: ____________________

__________________________________________________________
DEPARTMENT OF TRANSPORTATION
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 Bulletin G-221 is complete true and accurate. I additionally certify nothing has occurred since the date of that submission that would result in requiring a change or alteration to any of the answers provided on the “Vendor Responsibility Questionnaire” submitted that date.

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

__________________________________________________________
FIRM NAME
DATE: ____________________

Operation of the Capital Region Transportation Management Center (CRTMC) and the Statewide Transportation Information and Coordination Center (STICC) Services for NYSDOT

APPROVALS

THOMAS P. DI NAPOLI
ATTORNEY GENERAL
STATE COMPTROLLER

By ___________________________ By ___________________________
DATE: ____________________ DATE: ____________________

Acknowledgement for Contract #C030960
For contracts signed in New York State

State of New York   )
County of  ) ss.:

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

_____________________________________
NOTARY PUBLIC

My Commission Expires:

For contracts signed outside New York State

State of ___________________)
County of _________________)  ss.:

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

___________________________________
NOTARY PUBLIC

___________________________________
(Signature and office of individual taking acknowledgement.)

My Commission Expires:
EXHIBIT A

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 proposers, 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
30 South Pearl St -- 7th Floor
Albany, New York  12245
Telephone:  518-292-5220
Fax:  518-292-5884
http://www.empire.state.ny.us

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
30 South Pearl St -- 2nd Floor
Albany, New York  12245
Telephone:  518-292-5250
Fax:  518-292-5803
http://www.empire.state.ny.us

Proposers located in foreign countries are hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this procurement contract to third parties located in New York State. The successful contractor shall agree to cooperate with the State in efforts to get foreign countries to recognize offset credits created by the procurement contract.

The Omnibus Procurement Act requires that by signing this bid proposal, contractors certify that whenever the total bid amount is greater than $1 million:

1. The successful contractor shall document efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State.

2. Documented efforts by a successful contractor shall consist of and be limited to showing that such contractor has:
   a. Solicited bids, in a timely and adequate manner, from New York State business enterprises including certified minority and women-owned business, or
   b. Contacted the New York State Department of Economic Development to obtain listings of New York State business enterprises, or
   c. Placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or
   d. Participated in bidder outreach conferences.
   e. If the contractor determines that New York State business enterprises are not available to participate on the contract as subcontractors or suppliers,
the contractor shall provide a statement indicating the method by which such determination was made.

f. If the contractor does not intend to use subcontractors on the contract, the contractor shall provide a statement verifying such intent.

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

4. 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 Community Services 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.

Bidders are hereby notified that if their principal place of business is located in a state 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 amendments (Chapter 684, Laws of 1994) require that they be denied placement on bidders mailing lists and contracts for which they would otherwise obtain. Bidders of construction services must be denied the award of a contract if their principal place of business is located in a state that discriminates or imposes a preference against New York State firms.

A current list of states which penalize New York State firms is available from the office letting this contract, or from the Procurement Assistance Unit, NYS Department of Economic Development, Albany NY (518-292-5224).

Last Updated: Monday, April 27, 2010
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).

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, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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 239 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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee’s identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law
The Contractor certifies and warrants that all wood used in the project is informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Qualification for an exemption under this law will be the responsibility of the Contractor to meet with the approval of the State. Bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor 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 §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.

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.

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

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.

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.

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

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
30 South Pearl St -- 7a Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

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

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

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

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

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

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

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

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

REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS

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

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

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

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

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

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

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

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

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency. The New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

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

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

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

THE CFDA IDENTIFICATION NUMBER

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

The most commonly used CFDA number for the Federal-aid Highway Planning and Construction program is 20.205. Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215, Highway Training and Education  
20.219, Recreational Trails Program  
20.XXX, Highway Planning and Construction - Highways for LIFE;  
20.XXX, Surface Transportation Research and Development;  
20.500, Federal Transit-Capital Investment Grants  
20.505, Federal Transit-Metropolitan Planning Grants  
20.507, Federal Transit-Formula Grants  
20.509, Formula Grants for Other Than Urbanized Areas  
20.600, State and Community Highway Safety  
23.003, Appalachian Development Highway System  
23.008, Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

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

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

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

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

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

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

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

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

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

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

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.
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 Order 45, are set forth in required Contract Provisions (Form PR-1273 or 1316, as appropriate) and those Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. Non-discrimination and affirmative action are also required by the State Labor Law, Section 220-e, as amended, and the Regulations of the NYS Department of Transportation relative to federally-assisted programs (Title 49, Code of Federal Regulations, Part 21 and Section 21.5), including employment practices when the agreement covers a program set forth in Appendix B of the Regulations. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for projects activities under this contract.
   (b) The CONSULTANT will work with the STATE and the Federal Government in carrying out equal employment opportunity obligations and in their review of their activities under this contract.
   (c) The CONSULTANT and all their sub-consultants and/or sub-contractors holding sub-contracts of $10,000 or more will comply with the following minimum specific requirements of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to contractors and sub-contractors.) The CONSULTANT will include these requirements in every sub-contract with such modification of language as is necessary to make them binding on the sub-contractor.

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

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

4. DISSEMINATION OF POLICY
   (a) All members of the CONSULTANT's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONSULTANT's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:
      (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the CONSULTANT's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
      (2) All new supervisory (first level of supervision and above) or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the CONSULTANT's equal employment opportunity obligations within thirty days following their reporting for duty with the CONSULTANT.
      (3) All personnel who are engaged in direct recruitment for the project will be instructed in the CONSULTANT's procedures for locating and hiring minority group employees by the EEO Officer or appropriate company official. (Minority group referred to herein shall mean Black, Hispanic, Asian/Pacific Islander, American Indian/Alaskan.)
   (b) In order to make the CONSULTANT's equal employment opportunity policy known to all employees, prospective employees and potential sources or employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the CONSULTANT will take the following actions:
      (1) Notices and posters setting forth the CONSULTANT'S equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
      (2) The CONSULTANT'S equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
8. UNIONS

6. PERSONNEL ACTIONS

5. RECRUITMENT

(a) When advertising for employees, the CONSULTANT will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived. These advertisements shall state that all qualified applicants will be afforded equal employment opportunity without regard to race, religion, sex, color, national origin, age, disability or marital status.

(b) The CONSULTANT will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the CONSULTANT's EEO Officer will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the CONSULTANT for employment consideration.

In the event the CONSULTANT has a valid bargaining agreement providing for exclusive hiring hall referrals, the CONSULTANT is expected to observe the provisions of that agreement to the extent that the system permits the CONSULTANT's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the CONSULTANT to do the same, such implementation violates Executive Order 11246.

(c) The CONSULTANT will encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. PERSONNEL ACTIONS

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age, disability or marital status. The following procedures shall be followed:

(a) The CONSULTANT will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

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

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

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

7. TRAINING AND PROMOTION

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

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

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

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

8. UNIONS

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

(a) The CONSULTANT will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
(b) The CONSULTANT will use their best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, disability or marital status.

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

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

9. AFFIRMATIVE ACTION IN SUBCONTRACTING

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

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

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

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

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

10. RECORDS AND REPORTS

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

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

(b) The CONSULTANT will comply with Sections 291-299 of the Executive Law and Civil Rights Law and will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by 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.
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:

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

(b) The number of months of training to be provided under these special provisions is previously stated in Article 6.

(c) 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.

(d) 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 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.
CONSULTANT INFORMATION AND CERTIFICATIONS
(Please submit this with your Part II: Cost Proposal)

CONTRACT NUMBER: _____C030960_____

PROJECT TITLE: OPERATION OF THE CAPITAL REGION TRANSPORTATION MANAGEMENT CENTER (CRTMC) AND THE STATEWIDE TRANSPORTATION INFORMATION AND COORDINATION CENTER (STICC) SERVICES FOR NYSDOT

I. CONSULTANT INFORMATION

FIRM NAME: ______________________________________________________________

ADDRESS:_________________________________________________________________

CITY:_________________________________________ STATE: ___________

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

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

E-MAIL ADDRESS: _________________________________________________________

CONTACT PERSON: ________________________________________________________

Consultant’s Federal Identification Number (FIN):________________________

Consultant’s NYSDOT Consultant Identification Number (CIN): ___________________

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

Preparer’s Name/Title:  _____________________________________________________

Address:  ___________________________________________________________________

Telephone: (_____) _____ - __________  FAX: (_____) _____ - __________

Other Authorized Individual(s):

Name/Title:________________________________________________________________

Address:____________________________________________________________________

Telephone: (_____) _____ - __________  FAX: (_____) _____ - ______

II. PROPOSER CERTIFICATIONS
By signing below, I, _____________________________, authorized individual of _____________________________ make the following certifications regarding the subject proposal:

- 365-Day Offer: This proposal is a firm offer for a 365-day (or more) period from the date of submission.
- The firm has read and will follow the procedure outlined in Attachment 5 if it proposes the services of a former NYSDOT employee(s).
- Vendor Responsibility: If selected for contract award, the firm will complete and submit the required Vendor Responsibility forms within 10 days of notification of designation. Vendor Responsibility Questionnaires will be completed and submitted by vendors (consultants) using OSC's VendRep system. OSC's VendRep system can be accessed at: http://www.osc.state.ny.us/vendrep/index.htm. Information regarding the system including instructions for enrolling and using the system are available at that site.
- ST-220: If selected for contract award greater than $100,000, the firm will complete and submit the required Forms ST-220-TD and 220-CA (Contractor Certifications) prior to negotiation with NYSDOT. You should make yourself familiar with these forms by visiting the following Web sites:
- The firm is in compliance with the requirements of the Omnibus Procurement Act as described in EXHIBIT A which is found in the Draft Contract attached to this RFP.

Signature: __________________________________________

III. ACCEPTANCE OF CONTRACT

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

Signature: __________________________________________

(Name of Acceptor)
PROCUREMENT LOBBYING LAW COMPLIANCE

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

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


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

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

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

   b) **Contacts after designation**
      NYSDOT identifies its primary negotiation contacts. The designated contacts include:
      - The Contract Management Designation Contract Management Specialist
      - The Contract Management Designation Specialist Supervisor
      - The Contract Management Civil Rights Unit Supervisor
      - The Contract Management Assistant Directors
      - The Contract Management Director
      - The Consultant Management Bureau consultant job manager
      - The Consultant Management Bureau consultant job manager’s immediate supervisor

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

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

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

4. Rules and regulations and more information on this law, please visit:
   http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/Faq.htm (Advisory Council FAQs)
   http://www.nylobby.state.ny.us/ (New York State Lobbying Act)
   http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html

For more information, go to NYSDOT’s World Wide Web Site at https://www.dot.ny.gov/business or contact:
Kathy Fitzpatrick
NYSDOT Contract Management
50 Wolf Road, Suite 1CM
Albany, New York  12232
E-mail: kfitzpatrick@dot.state.ny.us
Tele: (518) 457-2600
Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Contract Procurement No. C030960

By: ________________________________ Date: _____________________________

Name: ________________________________

Title: ________________________________

Contractor Name: ________________________________

Contractor Address: ________________________________

____________________________________________________________________

____________________________________________________________________
# Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

_____________________________________________________________________________________

Address:  ____________________________________________________________________________

Name and Title of Person Submitting this Form:  ___________________________________________  

Contract Procurement Number:  C030960

Date: __________________________

<table>
<thead>
<tr>
<th>1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?</th>
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<tr>
<td>(Please circle):  No  Yes</td>
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<tr>
<td>2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):  No  Yes</td>
</tr>
<tr>
<td>3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):  No  Yes</td>
</tr>
<tr>
<td>4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.</td>
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<tr>
<td>Governmental Entity:  ___________________________________________________________</td>
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<tr>
<td>Date of Finding of Non-responsibility:  ___________________________________________</td>
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<td>Basis of Finding of Non-Responsibility:  ___________________________________________</td>
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<tr>
<th>5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):  No  Yes</th>
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<tbody>
<tr>
<td>6. If yes, please provide details below.</td>
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<td>Governmental Entity:  __________________________</td>
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<tr>
<td>Date of Termination or Withholding of Contract:  __________________________</td>
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<td>Basis of Termination or Withholding:  __________________________</td>
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(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By:  __________________________  Date:  __________________________

Signature

Name:  __________________________________________

Title:  __________________________________________
CONSULTANT DISCLOSURE LEGISLATION FORMS A & B

Background:

Pursuant to New York State Finance Law Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Contractors selected for award on the basis of a procurement (Request for Proposals, Mini-Bid, or Invitation for Bids) must complete Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term upon notification of award. The completed Form A must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

Contractors selected for award are also required to complete Form B, State Consultant Services Contractor’s Annual Employment Report annually for each year of the contract term, on a State fiscal year basis. The first report is due on May 15 for the period April 1 through March 31.

Form A must be submitted to NYSDOT as the contracting agency, and Form B must be submitted to NYSDOT (as the contracting agency), the Department of Civil Service, and the Consultant Reporting Section of the Bureau of Contracts at OSC, at the addresses provided in these instructions.

Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term and Form B, State Consultant Services Contractor’s Annual Employment Report, are attached to these instructions. Please see these instructions for further information regarding completion and submission of the forms.

Instructions:

FORM A:

Upon notification of contract award, use Form A, State Consultant Services Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term, attached to these instructions, to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete Form A for contracts for consulting services in accordance with the following:

- Employment category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract.
  (Note: Access the O*NET database, which is available through the US Department of Labor’s Employment and Training Administration, on-line at www.online.onetcenter.org to find a list of occupations.)
• **Number of employees**: the total number of employees in the employment category anticipated to be employed to provide services under the contract, including part time employees and employees of subcontractors.

• **Number of hours to be worked**: the total number of hours anticipated to be worked by the employees in the employment category.

• **Amount payable under the contract**: the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit completed **Form A** within 48 hours of notification of selection for award to NYSDOT (as the contracting agency) at the address provided in this solicitation.

**FORM B:**

Use **Form B, State Consultant Services Contractor’s Annual Employment Report**, attached to these Instructions, to report the annual employment information required by the statute. This form will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit **Form B** to NYSDOT (as the contracting Agency), the Department of Civil Service (DCS), and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

Complete **Form B** for contracts for consulting services in accordance with the following:

• **Scope of Contract**: a general classification of the single category that best fits the predominate nature of the services provided under the contract.

• **Employment Category**: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. (Note: Access the O*NET database, which is available through the US Department of Labor’s Employment and Training Administration, on-line at [www.online.onetcenter.org](http://www.online.onetcenter.org) to find a list of occupations.)

• **Number of Employees**: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

• **Number of hours worked**: the total number of hours worked during the Report Period by the employees in the employment category.

• **Amount Payable under the Contract**: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit the completed **Form B** annually by May 15th for each State fiscal year (or portion thereof) the contract is in effect, as follows:

**To the Consultant Reporting Section of the Bureau of Contracts at OSC:**

By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

By fax:   (518) 474-8030 or (518) 473-8808

To DCS:

By mail: NYS Department of Civil Service
         Alfred E. Smith Office Building
         Albany, NY 12239

To 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: tameche@dot.state.ny.us or his successor.
# State Consultant Services – Contractor’s Planned Employment
From Contract Start Date Through The End Of The Contract Term

<table>
<thead>
<tr>
<th>O*Net Employment Category</th>
<th>Number of Employees</th>
<th>Number of hours to be worked</th>
<th>Amount Payable Under the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
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</table>

Total this page

Grand Total

Name of person who prepared this report:

Title: ____________________________

Preparer’s Signature: ____________________________

Date Prepared: / / 

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

Contracting State Agency Name: Transportation  Agency Code: 17000
Contract Number: C030960
Contract Term: / /  to  / /
Contractor Name:
Contractor Address:
Description of Services Being Provided: Operation of the Capital Region Transportation Management Center (CRTMC) and the Statewide Transportation Information and Coordination Center (STICC) Services for NYSDOT

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

<table>
<thead>
<tr>
<th>O<em>Net Employment Category Number and O</em>Net Employment Category Number</th>
<th>Number of Employees</th>
<th>Number of Hours Worked</th>
<th>Amount Payable Under the Contract</th>
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Total this page 0 0 $ 0.00

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

Use additional pages if necessary) Page of

Attachment 5
CONSULTANT’S RESPONSIBILITY WHEN PROPOSING FORMER NYSDOT EMPLOYEES

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

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

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

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

Procedure

- Before the consultant proposes an individual, the individual must obtain an opinion from the New York State Commission on Public Integrity that approves their participation in the project as they are proposed.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Firm Legal Name</th>
<th>NYSUCP Certified DBE</th>
<th>% of Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DBE</td>
<td>None</td>
</tr>
<tr>
<td>A. Prime Consultant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Sub-Consultants</td>
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<td></td>
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<tr>
<td></td>
<td>Total</td>
<td>100%</td>
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</tbody>
</table>
## DBE PARTICIPATION SOLICITATION LOG
(Good Faith Effort Documentation)

<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>DBE PARTICIPATION GOAL</th>
<th>PAGE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>C030960</td>
<td>DBE % 3</td>
<td>___ OF ___</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIME FIRM NAME/ADDRESS/ZIP CODE</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NUMBER (INCLUDE AREA CODE)</th>
<th>E-MAIL</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SOLICITED COMPANY NAME AND CONTACT PERSON</th>
<th>TELEPHONE (WITH AREA CODE)</th>
<th>FEDERAL EMPLOYER ID #</th>
<th>WORK TYPES BEING SOLICITED</th>
<th>TYPES AND DATES OF CONTACTS</th>
<th>CONTACT RESULT(S)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

98
INSTRUCTIONS FOR COMPLETING
DBE Participation Solicitation Log
(Good Faith Effort Documentation)

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

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

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

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

*** DBE CERTIFICATION IS A FEDERAL PROGRAM CERTIFICATION. ***
IT IS SEPARATE AND DISTINCT FROM THE NEW YORK STATE MBE & WBE PROGRAM. PLEASE DO NOT CONFUSE THE TWO. FIRMS WITH QUESTIONS REGARDING THESE PROGRAMS ARE ENCOURAGED TO SUBMIT WRITTEN QUESTIONS.

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

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

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

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

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

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

DBE CONSULTANTS SOLICITED:

SOLICITED COMPANY NAME AND CONTACT PERSON: Enter name of solicited firm and name of the individual associated with the firm to whom the solicitation inquiry was sent.
TELEPHONE (With Area Code): Enter TELEPHONE number of the solicited firm.

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

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

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

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

*** USE ADDITIONAL PAGES AS NEEDED ***

A description of the codes to use is as follows:

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>This firm is unavailable to participate in the contract for the reason(s) stated on the DBE Solicitation Response. (Attach explanation to the Log.)</td>
</tr>
<tr>
<td>2</td>
<td>This firm is no longer in business. (NOTE: If this action is checked, attach your explanation as to why the solicitation was sent to the firm and how evidence that it was no longer in business was obtained. Attach the returned envelope showing that it was undeliverable, for instance.</td>
</tr>
<tr>
<td>3</td>
<td>The soliciting Prime Consultant was unable to reach this firm after having a telephone conversation to follow-up on the DBE participation solicitation inquiry. (NOTE: Indicate In the Types and Dates of Contact column the dates and times at which follow-up was attempted.)</td>
</tr>
<tr>
<td>4</td>
<td>This firm did not respond to repeated telephone messages. (NOTE: Indicate in the Types and Dates of Contact column the dates and times at which messages were left.)</td>
</tr>
</tbody>
</table>
Guidance Concerning Good Faith Efforts
In Meeting DBE Participation Goals In Federally-Funded Contracts

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

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

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

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

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

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

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

- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
A. Instructions

The offerer’s descriptive job titles shall be assigned to one of the six generic job titles defined below and again repeated in Attachment 9. If the offerer uses company-specific job titles rather than those provided in Attachment 9, the offerer must insert the company-specific job title under the job title specified in Attachment 9 and provide a description documenting why the proposed title is equivalent to those in Attachment 9.

Offerers must use one worksheet per firm in its team (prime consultant plus any subconsultants that are being proposed), making multiple copies of the worksheet, as needed.

B. Generic CRTMC/STICC Consultant Personnel Job Titles

1. Project Director (KEY)

Plans, directs, and coordinates activities of designated project to ensure that goals or objectives of project are accomplished within prescribed time frame and funding parameters. Reviews project proposal or plan to determine time frame, funding limitations, procedures for accomplishing project, staffing requirements, and allotment of available resources to various phases of project. Establishes work plan and staffing for each phase of project, and arranges for recruitment or assignment of project personnel. Confers with project staff to outline work plan and to assign duties, responsibilities, and scope of authority. Directs and coordinates activities of project personnel to ensure project progresses on schedule and within prescribed budget. Reviews status reports prepared by project personnel and modifies schedules or plans as required. Prepares project reports for management, client, or others. Confers with project personnel to provide technical advice and to resolve problems. Ensures that appropriate levels of human resources and administrative support services are being provided to CRTMC and STICC staff. It is anticipated that the Project Director shall perform almost all duties from the firm’s offices, and, for the purposes of this RFP, shall be directed by NYSDOT to travel to the Capital District region of NYS four times during the contract’s 3-year base term.

2. Operations Manager (KEY)

In addition to being able to properly perform all of the work identified in Tasks 2 and 5 in the Scope of Services (and Task 3 for CRTMC), supervises and coordinates activities of personnel involved in performing internal operations at the CRTMC and/or STICC: Prepares work schedules and assigns duties to operations personnel to ensure efficient operation of department or branch. Audits incident history reports and other data to ensure compliance of workers with established standard procedures and practices. Compiles required and special reports on operating functions of CRTMC and STICC. Interviews, selects, and hires new employees. Directs employee training to improve efficiency and ensure conformance with standard
procedures and practices. Conducts staff meetings of operations personnel, or confers with subordinate and implements company policies, and develops operating procedures to facilitate office operations. Conducts management studies, collecting and interpreting statistical data to prepare budget estimates, determine work load, personnel, and equipment requirements, and to forecast future CRTMC needs. Meets regularly with the NYSDOT TMC Manager and/or NYSDOT STICC Manager to identify and prioritize work to be performed. Additional knowledge beyond that of System Operators 1, 2, & 3 includes NYSDOT Regional Management structure and key external operational partners.

3. **Systems Engineer / Administrator (KEY)**

Must have general familiarity with the following:

1. Electrical AC/DC, Solar
2. Telecom – Cellular, Serial, TCP/IP, UDP, multicast, IGMP
3. Wireless/Radio
4. Database skills
5. Programming skills
6. Basic engineering and IT administration qualifications need to be noted prior to any specific tasks.

Is able to independently troubleshoot hardware, software, and data communications malfunctions/errors in order to maintain and/or quickly restore operational functionality at the TMC. General administration of Windows Server and workstation PC's at the CRTMC. Administration of MIST ATMS system and database, which includes data mining / creation of database applications utilizing department-provided software. Workstation application support for specialized field hardware (e.g. VMS, ADDCO Smartzones, etc.). Able to coordinate with NY State Police Information Technology personnel to support Computer Aided Dispatch (CAD) and two-way radio workstations. Configuration management of the CRTMC system and associated documentation. Able to initiate tests of system programs and properly utilize computer monitor readout to detect errors or work stoppage and take appropriate corrective actions. Reviews computer system capabilities, workflow, and scheduling limitations to determine if requested changes to ATMS systems are possible/appropriate. Documents in sufficient detail the steps taken to modify systems and procedures required to both maintain current systems and implement new functionality. Assists users who are having operational problems with ATMS system software. Able to train System Operators to use CRTMC software applications. Prepares workflow charts and diagrams as part of recommendations for modifications to system hardware and software. May be required to visit vendors to observe demonstration of systems software. May administer and monitor user access to system. Reviews productivity reports and problem records to evaluate performance of the systems and hardware. Since this task will also involve work at locations external to the TMC, this person needs to be able to follow DOT procedures in order to safely work at roadside locations.

4. **Shift Supervisor (System Operator 3) (KEY)**

In addition to reaching the level of System Operator 2, supervises and coordinates activities of workers engaged in operations. Analyzes work and confers with supervisory personnel to
determine most feasible method required to effectively run the Operations at the CRTMC and/or STICC. Trains new workers according to established training procedures. Studies operating procedure materials to improve supervisory skills and techniques, increase worker productivity, and determine if revisions and/or improvements to the Standard Operating Procedures should be suggested to NYSDOT. Shift Supervisors may be scheduled for weekend after hours/“on-call” responsibilities delegated by the Task 1 person.

5. **System Operator 2**

Beyond the duties of System Operator 1, and through written tests conducted by the Operations Manager and Shift Supervisors, a System Operator 2 has demonstrated higher proficiencies in their abilities to perform assigned tasks and has a better understanding of the concepts related to traffic flows and anticipated transportation system impacts due to incidents.

6. **System Operator 1**

Able to properly perform all work identified in Task 2 of the Scope of Services. Operates and monitors communication console to receive and relay command and control information or instructions. Receives construction and incident information and takes appropriate response measures in accordance with established Standard Operating Procedures. Receives reports of malfunctions of traffic control systems, debris in the travel lanes, or other emergency situations that require immediate response by NYSDOT. Logs details related to these calls and dispatches Department personnel in accordance with established Standard Operating Procedures. Checks the operation of equipment at the start of a shift, noting any malfunctions and calling for repairs in accordance with established Standard Operating Procedures. Able to properly operate and utilize equipment required to perform duties assigned, and able to perform assignments in accordance with established Standard Operating Procedures. Receives reports of problems with NYSDOT statewide operations software and/or HELP Truck electronic hardware and able to properly address these problems in accordance with established Standard Operating Procedures. Receives notices of roadwork and is able to properly respond to these notices, especially if there are roadwork location conflicts.

These staffing title definitions, in addition to the following Operator 1, 2 & 3 KSA Table, comprise the Knowledge, Skills & Abilities (KSAs) required for this effort.
<table>
<thead>
<tr>
<th>Knowledge</th>
<th>Entry Level</th>
<th>System Operator 1 &amp; 2</th>
<th>Shift Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>• TMC metro area road system.</td>
<td>• Major road locations that are critical to traffic safety and/or traffic flow.</td>
<td>• General familiarity with the Regional State highway network</td>
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<tr>
<td>• Use of common language/terms used to describe traffic conditions.</td>
<td>• TMC/STICC Operations manual, including policies and procedures.</td>
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<tr>
<td>• Basic knowledge of the statewide interstate system.</td>
<td>• Traffic system terminology.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Major road locations that are critical to traffic safety and/or traffic flow.</td>
<td>• Principles of traffic flow (e.g. queuing, capacity).</td>
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</tr>
<tr>
<td>• TMC/STICC Operations manual, including policies and procedures.</td>
<td>• Ability to analyze multiple source data from equipment and people under time pressure.</td>
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<td></td>
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<tr>
<td>• Traffic system terminology.</td>
<td>• Ability to communicate effectively with internal and external operational partners (e.g. State Police, HELP Truck Operators, etc.).</td>
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<td></td>
</tr>
<tr>
<td>• Principles of traffic flow (e.g. queuing, capacity).</td>
<td>• Ability to interpret conflicting or ambiguous traffic incident/congestion information.</td>
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<table>
<thead>
<tr>
<th>Skills/Abilities</th>
<th>Entry Level</th>
<th>System Operator 1 &amp; 2</th>
<th>Shift Supervisor</th>
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<tbody>
<tr>
<td>• Skill in visualizing map locations (i.e., map reading skill).</td>
<td>• Ability to analyze multiple source data from equipment and people under time pressure.</td>
<td>• Ability to interpret conflicting or ambiguous traffic incident/congestion information.</td>
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<tr>
<td>• Skill in reading and listening to detailed information.</td>
<td>• Ability to communicate effectively with internal and external operational partners (e.g. State Police, HELP Truck Operators, etc.).</td>
<td>• Ability to make a disciplined and timely assessment of information on potential for major disasters and emergencies.</td>
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<tr>
<td>• Ability to communicate orally and in writing to provide information clearly and succinctly.</td>
<td>• Ability to analyze multiple source data from equipment and people under time pressure.</td>
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<tr>
<td>• Ability to learn a body of material consisting of procedures.</td>
<td>• Ability to communicate effectively with internal and external operational partners (e.g. State Police, HELP Truck Operators, etc.).</td>
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<td></td>
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<tr>
<td>• Demonstrated success in dealing with pressure situations.</td>
<td>• Ability to interpret conflicting or ambiguous traffic incident/congestion information.</td>
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<td></td>
</tr>
<tr>
<td>Knowledge</td>
<td>Entry Level</td>
<td>System Operator 1 &amp; 2</td>
<td>Shift Supervisor</td>
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<tr>
<td>--------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>• Computer equipment/softwar e with Microsoft Windows or equivalent systems</td>
<td>• Software programs / equipment capabilities and limitations used in TMC &amp; STICC-operated systems.</td>
<td>• Techniques to respond to minor equipment / software performance problems.</td>
<td></td>
</tr>
<tr>
<td>Skills/Abilities</td>
<td>• Demonstrated general automation skill by use of moderately complex software used in spreadsheets, word processing, databases, or internet applications.</td>
<td>• Skill in operating software and equipment used by TMC/STICCC.</td>
<td>• Ability to train/mentor other operators about equipment and software capabilities.</td>
</tr>
<tr>
<td></td>
<td>• Demonstrated ability to operate and integrate audio, video, or other moderately complex electronic equipment.</td>
<td>• Ability to clearly communicate with ITS staff regarding how the equipment and software is performing.</td>
<td>• Personnel management skills</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Ability to properly supervise TMC/STICCC Operators</td>
<td>• Ability to properly supervise TMC/STICCC Operators</td>
</tr>
<tr>
<td>Knowledge</td>
<td>Entry Level</td>
<td>System Operator 1 &amp; 2</td>
<td>Shift Supervisor</td>
</tr>
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<td>------------------------</td>
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<tr>
<td>• English usage and grammar, demonstrated by successful completion of relevant high school courses.</td>
<td></td>
<td>• Principles of traffic (e.g., queuing, capacity, etc.).</td>
<td></td>
</tr>
<tr>
<td>• Mathematical concepts, demonstrated by successful completion of related high school courses in geometry, algebra, or trigonometry.</td>
<td></td>
<td>• TMC/STICC operations manual including policies, precedents, and procedures.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>• Intelligent transportation measuring systems</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Skills/Abilities</th>
<th>Entry Level</th>
<th>System Operator 1 &amp; 2</th>
<th>Shift Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Ability to identify possible solutions to problems</td>
<td></td>
<td>• Ability to diagnose and assess the severity of traffic incidents.</td>
<td></td>
</tr>
<tr>
<td>• Demonstrated success in dealing with stressful situations.</td>
<td></td>
<td>• Ability to develop and implement effective and disciplined response plans within established policies under time pressures.</td>
<td></td>
</tr>
<tr>
<td>• Apply quantitative skills such as percentages, numerical ratios, and speed and distance formulas.</td>
<td></td>
<td>• Skill in timely and effectively addressing customer service needs (e.g. Radio watch &amp; traffic signal calls).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Ability to make timely and independent decisions to respond in unprecedented situations or major disasters (e.g., plane landing on highway, atypical HAZMAT spills).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Ability to independently develop traffic management plans for special events and/or other areas of potentially chronic congestion.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Ability to recommend systems operational changes.</td>
<td></td>
</tr>
</tbody>
</table>
### Knowledge
- English grammar and usage, demonstrated by successful completion of relevant high school courses.
- Traffic management terminology.
- Traffic management systems for arterial roads.

### Skills/Abilities
- Ability to speak / write in an understandable manner using detailed information.
- Ability to listen and understand detailed information.
- Skill to communicate technical information clearly and succinctly to peers.
- Ability to listen and understand detailed information and apply solutions that are within established guidelines.
- Ability to independently resolve issues from the competing or conflicting needs or concerns of other traffic management entities.
- Ability to represent the TMC/STICC at meetings to develop special events plans.

### Entry Level
- English grammar and usage.
- Traffic system terminology.

### System Operator 1 & 2
- Ability to speak clearly and succinctly.
- Ability to clearly communicate technical information in layman’s terms.
- Skill in displaying courtesy and sensitivity to co-workers and to internal and external operational partners.

C. **Salary Rules**
1. If proposing the existing consultant staff, the salary requirements and benefits are subject to change and negotiation. The original start dates for current Consultant CRTMS/STICC personnel are as follows:

- CRTMC Systems Engineer/Administrator: 8/24/2010
- CRTMC System Operator 2: 8/2/2000
- CRTMC System Operator 2: 10/19/2009
- CRTMC System Operator 1: 8/16/2010
- STICC System Operator 1: 8/6/2009
- STICC System Operator 1: 10/05/2010
- STICC System Operator 1: 11/22/2010

2. The State will only pay a premium for System Operator 1, System Operator 2 and System Operator 3 (Shift Supervisor) staff. The overtime premium will be 50% of direct labor portion only and only paid after the employee has worked more than 40 hours during the calendar week. Holiday and other paid time off can not be counted towards the 40 hour minimum. The State will only pay the straight time rate for all other Consultant Personnel, regardless of hours worked.

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

   a. Category A - No overtime compensation.
   b. Category B - Overtime compensated at straight time rate.
   c. Category C - Overtime compensated at straight time rate x 1.5.

3. If the contract is extended for the optional out-years, all of the contract’s out-year labor rates are subject to the following rate adjustment rule: the Producer Price Index (PPI); as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 1.5%, whichever is lower, subject to current market conditions. Overhead and fee calculation are not to be increased during optional out-years.

D. **Direct Non-Salary Expense Rules**

1. Any costs associated (including labor, travel, meals and lodging) with general continuing education, certification classes, or educational and professional activities are not reimbursable or chargeable to the project.

2. All estimates of direct non-salary expenses in the agreed-upon contract are subject to review and approval by NYSDOT, and are subject to reasonable reimbursement by NYSDOT.
Attachment 9

COST PROPOSAL SPREADSHEET INSTRUCTIONS

Offering firms must complete the EXCEL Cost Proposal spreadsheet available at https://www.dot.ny.gov/business under Consulting Services, Contract #C030960. This spreadsheet contains four (4) individual worksheets (SALARY SCHEDULE INFO, STAFFING TABLES, DIRECT NON-SALARY COSTS, and COST SUMMARIES) that are identified on the tabs at the bottom of the spreadsheet. Only one Cost Proposal Spreadsheet is to be submitted with the Cost Proposal. The prime consultant is responsible for the completion and submission of the spreadsheet. The spreadsheet shall reflect the participation of all members of the proposed consultant team. Subconsultants should not submit their own separate Cost Proposal Spreadsheets. The information provided in the offeror’s Cost Proposal Spreadsheet will provide the basis for evaluation of the Cost Proposal and contract negotiations between NYSDOT and the consultant team designated for contract award.

The Cost Proposal spreadsheet was developed assuming a consultant team of no greater than five firms; one prime consultant and up to four subconsultants. Offering firms may submit proposals for larger teams, but they will be responsible for modifying the worksheets to accommodate additional team members. Offering firms may also submit proposals with less than five (5) consultant teams.

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

The chart below provides the worksheet names and ranges for the prime consultant and the default number of four subconsultants included in the shell Cost Proposal Spreadsheet.

<table>
<thead>
<tr>
<th>WORKSHEET NAME</th>
<th>Salary Schedule Info</th>
<th>Staffing Tables</th>
<th>Direct Non-Salary Costs</th>
<th>Cost Summaries</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subconsultant 4</td>
<td>B120.N144</td>
<td>D121.J146</td>
<td>BB5.BL46</td>
<td>AT4.BA39</td>
</tr>
<tr>
<td>Verification Chart</td>
<td>O3.S28</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SALARY SCHEDULE WORKSHEET
A Salary Schedule must be submitted for each member (firm) of the proposed consultant team. The name of each consultant team member is to be entered to the left of the Salary Schedule by typing over the shell information (i.e. ABC FIRM). Also, enter the proposed annual percentage that is to be used to calculate the Annual Escalation of Salaries. Each team member may propose different percentages. The default proposed annual escalation of salaries is 0.00% in the worksheets. However, it will be assumed that the same annual escalation rate proposed by the individual firms will be used for years two and three of the contract. **The labor rates entered in the shell document are for illustration purposes only.**

Each consultant team member shall enter a proposed Present Average Hourly Rate for each specific Contract Job Title. The proposed Present Average Hourly Rate should reflect the average salary for all persons that the team member expects to participate in the agreement over the term of the contract under that Contract Job Title. The proposed average salary is to reflect the salaries of current employees as well as persons that may not be current employees of the team member at the time proposals in response to this RFP are due.

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

Proposed Maximum Hourly Rates for 2012 for each contact job title for each consultant team member are entered by the offering firms. Corresponding Maximum Hourly Rates for 2013 and 2014 are calculated automatically by projecting the 2012 Maximum Hourly Rates forward using each team member’s proposed Annual Escalation of Salaries rate.

The information offered on the Salary Schedules will provide the basis for compensation should the consultant team be awarded the contract. NYSDOT reserves the right to further negotiate the offered Present and Projected Average Hourly Rates and Maximum Hourly Rates.

The inclusion of additional Contract Job Titles will not be allowed. Only the six (6) Contract Job Titles of Project Director, Systems Engineer, Operations Manager, Shift Supervisor, System Operator II, and System Operator I are to be included in the Cost Proposal.
Using the project staffing requirements detailed in section II.B. of the RFP, the Department has estimated the total annual hours of required staffing by Contract Job Title for one year of work effort. The table below summarizes that estimated effort:

<table>
<thead>
<tr>
<th>Estimated Annual Work Effort By Contract Job Title</th>
<th>All Firms (hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRTMC</td>
<td></td>
</tr>
<tr>
<td>Project Director</td>
<td>30</td>
</tr>
<tr>
<td>Systems Engineer</td>
<td>2,350</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>2,350</td>
</tr>
<tr>
<td>Shift Supervisor</td>
<td>6,350</td>
</tr>
<tr>
<td>Systems Operator II</td>
<td>1,750</td>
</tr>
<tr>
<td>Systems Operator I</td>
<td>5,450</td>
</tr>
<tr>
<td>Subtotal</td>
<td>18,280 hours</td>
</tr>
<tr>
<td>STICC</td>
<td></td>
</tr>
<tr>
<td>Operations Manager</td>
<td>2,350</td>
</tr>
<tr>
<td>Systems Operator II</td>
<td>6,700</td>
</tr>
<tr>
<td>Systems Operator I</td>
<td>2,200</td>
</tr>
<tr>
<td>Subtotal</td>
<td>11,250 hours</td>
</tr>
<tr>
<td>Grand Total</td>
<td>29,530 hours</td>
</tr>
</tbody>
</table>

For each proposed team member, these estimated hours are to be distributed across the proposed team members by Contract Job Title. The distribution of hours included in the shell document is for illustrative purposes only. If a team member does not allocate any hours to any one Contract Job Title, make sure that the number of hours shown for that Contract Job Title is zero (0) for that team member. The total of allocated hours by Contract Job Title across the team members should not exceed the number of hours shown above.

This worksheet automatically calculates the estimated three (3) Year Base Term Work Effort by multiplying the Estimated Annual Work Effort by three (3) for the three (3) year contract term. The Projected Average Hourly Labor Rates are brought forward from the Salary Schedule worksheet. For each Contract Job Title, for each team member, the Estimated 3 Year Base Term Labor Cost is calculated by multiplying the 3 Year Base Term Work Effort by the respective Projected Average Hourly Labor Rate.
DIRECT NON-SALARY COSTS (DNSC) WORKSHEET

As stated in Section IV.B.2. of the RFP, most direct non-salary costs associated with this project cannot be estimated at this time with the exception of the NYSDOT-directed travel and projected related required insurances. For Cost Proposal evaluation purposes, each consultant team member is required to complete and submit an Estimate of Direct Non-Salary Costs schedule. All estimated costs for travel, meals, and lodging shall not exceed the prevailing maximum rates established by the State Comptroller’s Office at the time of the submission of the Cost Proposal. The costs and categories entered in the shell document are for illustration purposes only.

The prime consultant should include: 1. estimated cost on NYSDOT directed travel as described in Section IV.B.2. of this RFP, 2. estimated cost(s) of special insurances as required by this RFP, and 3. any other DNSC or subcontractor cost that can be reasonably estimated and required to support the consultant team’s proposal and approach.

Subconsultant team members should include the following in each of their Estimate of DNSC schedules: 1. the estimated cost(s) of special insurances as required by this RFP, and 2. any other DNSC or subcontractor cost that can be reasonably estimated and required to support the consultant team’s proposal and approach.

COST SUMMARIES WORKSHEET

Items IA, Direct Technical Salaries, and IB, Direct Technical Salaries, Premium Portion of Overtime, will be calculated automatically by bringing forward labor costs estimated on each firm’s Staffing Table. If the distribution of Direct Technical Salaries across the Office and Field categories are different than that assumed in the worksheet, firms are to modify the Summary worksheet so that it accurately reflects each firm’s intent. The worksheet assumes that only the labor costs associated with the Project Director titles are considered as “Office” and all other remaining labor costs are considered “Field”. No costs should be entered for Item IB, Direct Technical Salaries, Premium Portion of Overtime; NYSDOT’s estimated annual work effort does not include any anticipated overtime hours.

Items IIA and IIB are automatically calculated by carrying forward the cost information presented on each team member’s Estimate of DNSC schedule.

Item III, Overhead. Proposed Office and Field overhead rates for each consultant team member are to be entered next to the heading for Item III Overhead. These rates will be applied against the respective Office and Field Direct Technical Salaries to calculate the corresponding Office and Field overhead costs. The proposed overhead rates will be fixed for the duration of the contract including any optional years that NYSDOT may choose to exercise. The overhead rates included in the shell document are for illustration purposes only.

Item IV, Net Fee is automatically calculated. NYSDOT uses the following standard formula to calculate the Net Fee: 10% (Item IA + Item III). Firms may propose a lower Net Fee as a means of being cost competitive, but proposals that yield a larger Net Fee than that yielded by NYSDOT’s formula will not be accepted. Larger fees will be adjusted by NYSDOT using our standard formula. If a firm uses an alternate formula to calculate the Net Fee, include that formula in the worksheet in order that NYSDOT can completely understand the Cost Proposal.
Item II C, Direct Non-Salary Costs, Subconsultant Cost. This amount is automatically calculated by the worksheet for the prime consultant. Item III C is to be $0 on each subconsultant’s Summary of Costs Schedule, subconsultants are not allowed to utilize subconsultants in the completion of their assigned tasks.

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

Attachment 9 Cost Proposal Spreadsheet is an accompaniment to this RFP and may be accessed on the NYSDOT website: https://www.dot.ny.gov/business under Consulting Services, Contract #C030960.

Submit electronic file of this Cost Proposal Spreadsheet in Excel on a CD included with the completed cost proposal.
Attachment 10

NYSDOT EMERGENCY TRANSPORTATION OPERATIONS (ETO) INFORMATION

Attachment 10, ETO Strategic Plan information (two documents) are accompaniments to this RFP and may be accessed on the NYSDOT website: https://www.dot.ny.gov/business under Consulting Services, Contract #C030960.
## Attachment 11

### CURRENT CRTMC/STICC CONTRACT CONSULTANT PERSONNEL RATES

Current Contract #C015670  
Exhibit B  
Specific Hourly Rate Schedule

<table>
<thead>
<tr>
<th>Title</th>
<th>2007 – 08 Billing Rate</th>
<th>2008 – 09 Billing Rate</th>
<th>2009 – 10 Billing Rate</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director</td>
<td>$115.21</td>
<td>$118.67</td>
<td>$122.23</td>
<td>0</td>
</tr>
<tr>
<td>Operation Manager</td>
<td>$39.81</td>
<td>$41.01</td>
<td>$42.24</td>
<td>1</td>
</tr>
<tr>
<td>Systems Engineer/Administrator</td>
<td>$52.80</td>
<td>$54.38</td>
<td>$56.02</td>
<td>1</td>
</tr>
<tr>
<td>Shift Supervisor (Systems Operator III)</td>
<td>$36.17</td>
<td>$37.25</td>
<td>$38.37</td>
<td>1.5</td>
</tr>
<tr>
<td>Systems Operator II</td>
<td>$30.45</td>
<td>$31.36</td>
<td>$32.30</td>
<td>1.5</td>
</tr>
<tr>
<td>Systems Operator I</td>
<td>$26.65</td>
<td>$27.45</td>
<td>$28.27</td>
<td>1.5</td>
</tr>
</tbody>
</table>

Notes:
1. Overtime Policy
   a. Overtime is paid for indicated titles at the indicated rate whenever an individual works for more than 40 hours in a week.
   b. When billing for overtime, the Consultant will be reimbursed at the regular non-overtime rates for Overhead and Fee.
   c. The Consultant will be reimbursed at the regular non-overtime rate for any overtime resulting from operator shifts extended to cover unanticipated absences.
2. If the contract is extended beyond July 31, 2010 the Direct Labor rates above shall be increased according to rate adjustment rule per Article 6, Item 1.
## Exhibit C
### Estimate of Direct Non-Salary Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Annual Cost 2007-2010</th>
<th>2007-08</th>
<th>2008-09</th>
<th>2009-10</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mileage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miles/Month</td>
<td>$0.45</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Months</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,068.00</td>
<td>$3,204.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Travel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Tickets</td>
<td>$500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trips/Year</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,000.00</td>
<td>$6,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Diem</td>
<td>$143.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Days/Year</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$572.00</td>
<td>$1,716.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Office Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost/Month</td>
<td>$200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,400.00</td>
<td>$7,200.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. IT Enhancements</td>
<td>$25,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Owners &amp; Contractors Protective Liability Insurance</td>
<td>$1,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL (subject to audit)</td>
<td>$32,540.00</td>
<td></td>
<td></td>
<td></td>
<td>$97,620.00</td>
</tr>
</tbody>
</table>

## Current Contract #C015670
### Exhibit D
#### Summary Budget 2007 – 2010

<table>
<thead>
<tr>
<th>Year</th>
<th>Standard Salaries</th>
<th>Overtime Salaries</th>
<th>Direct Non-Salary Cost</th>
<th>Contingency Fee</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>$939,697</td>
<td>$86,773</td>
<td>$32,540</td>
<td>$52,951</td>
<td>$1,111,961</td>
</tr>
<tr>
<td>2008-09</td>
<td>$967,888</td>
<td>$89,376</td>
<td>$32,540</td>
<td>$54,490</td>
<td>$1,144,294</td>
</tr>
<tr>
<td>2009-10</td>
<td>$996,925</td>
<td>$92,057</td>
<td>$32,540</td>
<td>$56,076</td>
<td>$1,177,598</td>
</tr>
<tr>
<td>Total</td>
<td>$2,904,510</td>
<td>$268,206</td>
<td>$97,620</td>
<td>$163,517</td>
<td>$3,433,853</td>
</tr>
</tbody>
</table>

**Attachment 12**
STATE CAMPUS MAP

Attachment 12, State Campus Map is an accompaniment to this RFP and may be accessed on the NYSDOT website: https://www.dot.ny.gov/business under Consulting Services, Contract #C030960.