



STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION  
50 Wolf Road  
Albany, New York 12232-0203  
<https://www.dot.ny.gov>

JOAN McDONALD  
COMMISSIONER

ANDREW M. CUOMO  
GOVERNOR

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## NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUEST FOR PROPOSALS

### OPERATION OF INFORM TRAFFIC MANAGEMENT SYSTEM SERVICES FOR NYSDOT

**Contract #C030791**

November 6, 2012

To All Concerned:

Enclosed is a copy of the Non-Engineering Request for Proposals (RFP) referenced above. The New York State Department of Transportation is using the Non-Engineering/Best Value Process for this solicitation. All information necessary for the submission of your proposal is contained in this solicitation.

The Department of Transportation (NYSDOT) estimates that work for the successful proposing firm/firm team will commence in **March 2013** and continue for a period of two to five years depending on the selected firm/teams performance.

Please note the following **dates and deadlines**:

- **December 7, 2012:** Deadline for the submission of proposals is **Noon (Eastern Time)** on December 7, 2012
- **November 21, 2012:** Deadline for questions regarding the RFP is **Noon (Eastern Time)** on November 21, 2012

To assist firms in preparing proposals in response to this solicitation, firms will be offered the opportunity for a tour of the INFORM Transportation Management Center. For details, see Section I. A. of the RFP.

If you are interested in developing a proposal in response to this solicitation, please complete the attached RFP Response Form.

Any questions regarding this Request for Proposals should be directed in writing via e-mail to [Prowe@dot.ny.gov](mailto:Prowe@dot.ny.gov). Ms. Rowe of NYSDOT Contract Management is the designated contact for this solicitation.

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. Information on the availability of New York State subcontractors and suppliers is available from **Empire State Development, Division for Small Business** (518) 292-5224 or **1-800-STATE NY (1-800-782-8369)**. The applicable website is: <http://www.nylovesmallbiz.com/home.asp>

**The New York State Department of Transportation is encouraging the participation of certified Minority Business Enterprises and certified Women-Owned Business Enterprises in this solicitation.** A directory of certified Minority Business Enterprises (MBEs) and certified Women-Owned Business Enterprises (WBEs) is available from the following searchable database website: <http://www.esd.ny.gov/MWBE.html>

The New York State Department of Transportation has **set an MBE and/or WBE Contract Participation Goal of 20 percent for this solicitation – this is a combined goal. Only certified MBE and WBE consultants listed in Empire State Development’s MBE/WBE directory are eligible for participatory credit in this procurement.**

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 (PLL) 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.*

Please see the RFP for more information.

NYSDOT looks forward to the receipt of your proposal.

Sincerely,

WILLIAM A. HOWE  
Director, Contract Management

Enclosure

**RFP RESPONSE FORM**

**OPERATION OF INFORM TRAFFIC MANAGEMENT SYSTEM SERVICES  
FOR NYSDOT  
Contract #C030791**

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: \_\_\_\_\_

Type or Print Name and Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Please send to:

\*E-Mail: [prowe@dot.ny.gov](mailto:prowe@dot.ny.gov)

\*US Mail:

New York State Department of Transportation  
Contract Management, 6<sup>th</sup> Floor  
50 Wolf Road  
Albany, New York 12232  
ATTN: Patricia Rowe - C030791

\*Fax: 518-457-8475

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## CONSULTANT CHECKLIST FOR PROPOSAL SUBMISSION

### **RFP: OPERATION OF INFORM TRAFFIC MANAGEMENT SYSTEM SERVICES FOR NYSDOT-Contract #C030791**

#### **Part I - Technical and Management Submittal**

<input type="checkbox"/>	Seven (7) hard copies - each copy within a 3-ring binder and one electronic copy (pdf format) on CD of Part I – Technical and Management Submittal
<input type="checkbox"/>	Part I must be sealed and properly labeled
<input type="checkbox"/>	Name, address and telephone number of proposing firm on cover page
<input type="checkbox"/>	Name of person who prepared proposal
<input type="checkbox"/>	Name, title, address, telephone number and e-mail address of person (s) with authority to negotiate and who may be contacted during proposal evaluation (include in cover letter)
<input type="checkbox"/>	Resumes for Key Personnel

#### **Part II - Cost and Contract Submittal**

<input type="checkbox"/>	Three (3) hard copies - each copy within a 3-ring binder and one (1) electronic copy (Excel format) on CD of Part II
<input type="checkbox"/>	Part II must be sealed and properly labeled
<input type="checkbox"/>	Required cost information (complete and submit <b>Attachment 10</b> )
<input type="checkbox"/>	Complete and submit <b>Attachment 2 Consultant Information and Certifications (sign both Sections II and III)</b>
<input type="checkbox"/>	Complete and submit <b>Attachment 3 Procurement Lobbying Law Compliance Forms (see below *)</b> – <b>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</b>
<input type="checkbox"/>	Complete and submit <b>Attachment 6 MBE/WBE Participation Information Form</b>
<input type="checkbox"/>	Complete and submit (if applicable) <b>Attachment 7 MBE/WBE Solicitation Log AND Letter of Explanation of Non or Partial MBE/WBE Goal Attainment</b>
<input type="checkbox"/>	Complete and submit all future <b>RFP Modification Acknowledgement Forms</b> 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's website via <http://www.osc.state.ny.us/vendrep/index.htm> before negotiations 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

- \_\_\_\_\_ 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.ny.gov/pdf/publications/sales/pub223.pdf> (FAQ's)  
[http://www.tax.ny.gov/pdf/2006/killin/st/st220ca\\_606\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/2006/killin/st/st220ca_606_fill_in.pdf) (Form ST-220-CA)  
[http://www.tax.ny.gov/pdf/2007/killin/st/st220td\\_507\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/2007/killin/st/st220td_507_fill_in.pdf) (Form ST-220-TD)

## 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 **Articles 11 and 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. Likewise, completion of insurance form C218 is required before work may begin on the contract. NYSDOT encourages interested proposers to verify with their insurance provider (s) that it/they will produce the completed C218 form on behalf of the proposer should it be awarded the contract.**

## Consultant Responsibility When Proposing to Use a Former NYSDOT Employee

- \_\_\_\_\_ **It is the proposing firm's responsibility to ensure it proposes staff who are eligible to provide the subject services and who are 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 Joint Commission on Public Ethics that approves his/her participation in the subject project. For an outline of the procedure that applies to this situation, reference **Attachment 4**.

## 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 5a) 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 5b) 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.**

## **Registration with NYSDOT**

\_\_\_\_\_ **Should this solicitation lead to a designation, it is each Consultant team member's, Prime and Subconsultant, responsibility to electronically register the firm using the Consultant Selection System web application (CSSWeb).** 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.

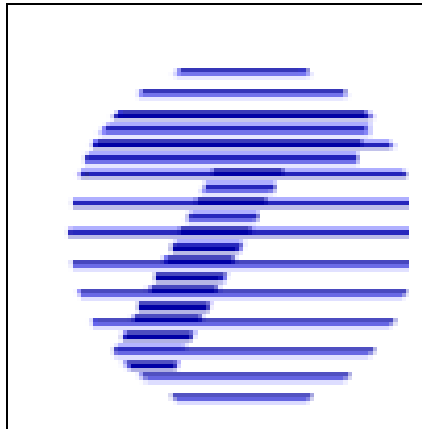
## **Registration with Statewide Financial System (SFS)**

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

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR PROPOSALS**

**Operation of INFORM Traffic Management System Services for NYSDOT  
Contract #C030791**



**Proposal Due Date: December 7, 2012**

**Proposal Delivery Location and  
additional Information:**

**Director, Office of Contract Management  
50 Wolf Road, 6<sup>th</sup> Floor  
NYS Department of Transportation  
Albany, NY 12232  
Attention: Ms. Patricia Rowe, Contract #C030791**

**REQUEST FOR PROPOSALS  
NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
Operation of INFORM Traffic Management System Services for NYSDOT  
Contract C030791**

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**NEW YORK STATE DEPARTMENT OF TRANSPORTATION**  
**REQUEST FOR PROPOSALS**

**Contract No. C030791**

**Operation of INFORM Traffic Management System Services for NYSDOT**

**I. INTRODUCTION**

**A. Purpose**

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

To assist firms in the preparation of their proposals, **a tour of the INFORM Traffic Control Center located at 140 Nikon Court, Hauppauge, New York will be offered at 11 a.m. on Monday, November 19, 2012. The tour is offered only on this date, no additional tour dates will be scheduled.** Interested firms are to email Patricia Rowe at [prowe@dot.ny.gov](mailto:prowe@dot.ny.gov) to inform NYSDOT of a firm's intent to participate in the tour. Firms are **encouraged** to participate in the tour of the INFORM Traffic Control center, however it is **not mandatory**.

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

[https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/c030791\\_info\\_rpts\\_etc.zip](https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/c030791_info_rpts_etc.zip)

- 2012 HELP Guidelines
- AmberAlert Guideling
- AmSig Manual
- Foundation II ATMS
- iConeManual TS
- INFORM System Map
- INFORMOps Manual – All Chapters 2012
- Monthly Schedule
- NY Alert – TransAlert Operator Manual DRAFT Feb 12 2008
- NYSDOT CCTV Policy
- Pkwy Tow – Contract
- StreetWise Operations Manual 092004
- Tow Sectors 2011

- TTI Report
- INFORM Maintenance Contract example
- I1 Operations Supervisor Daily Updates
- I2 System Operators Emails & Roadway Reports
- I3 INFORM's Daily Traffic Signal Logs
- I4 VMS Performance Reports
- I5 CCTV's Performance Reports
- I6 Ramp Meters Reports
- I7 I495 HOV Lanes Annual Report
- I8 Clean Energy Pass Vehicle Registration & Sticker Counts Report
- I9 Vehicle Delay Reports
- I10 INFORM's Maintenance Contractors Monthly Work Order Budget & Schedule Reports
- I11 System Support Engineering/Software Reports
- I12 HELP Reports
- I13 INFORM Inspectors Reports
- I14 other Reports as Requested by the State using INFORM's database
- Communication Log
- Incident Log

## **B. Background**

INFORM is an electronic traffic information and management system covering over 250 centerline miles of roadways on Long Island, New York. The system has been in daily operation since late 1987.

The main INFORM Traffic Management Center (TMC) facility is in Hauppauge. Additionally, INFORM has satellite back-up at the Hauppauge State office Building and expects to relocate this facility to Republic Airport in Farmingdale, NY during the term of this agreement. A dedicated data communications network links the Control Center with the various field installations which include, but are not limited to; equipment mounted in roadside cabinets; arterial intersection traffic controllers and signals; ramp traffic controllers and signals; permanent and portable variable message signs; travel time signs; vehicle detectors; CCTV; and Highway Advisory Radios (HAR); etc.

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

- Approximately 200 Overhead Variable Message Signs(VMS)
- Over 240 Closed Circuit Television Cameras(CCTV)
- Approximately 190 Arterial Traffic Signals
- Approximately 72 Ramp Meters
- Over 40 Portable VMS , portable CCTV's, portable detectors and Highway Advisory Radios(HARS) and
- Thousands of Loops, Radar, Video Image ,Acoustic Detectors and TRANSMIT Readers.

The area covered by INFORM encompasses main east-west and north-south corridors consisting of:

- The Long Island Expressway (I495)
- Northern State Parkway(908G)
- Southern State Parkway(908M)
- Sunrise Highway (NY27)
- Hempstead Turnpike (NY24)
- Meadowbrook State Parkway(908E)
- Wantagh State Parkway(908T)
- Sagtikos State Parkway(908K)
- Grand Central Parkway(GCP)
- Jericho Turnpike (NY25)
- Veterans Memorial Highway (NY454).
- Seaford Oyster Bay Expressway (NY 135)
- Nesconsett Highway (NY 347)
- Various other roadways encompassed by the boundaries below

The current western boundary of the corridor is the Queens Mid-Town Tunnel in Queens, and the current eastern boundary is east of William Floyd Parkway in Suffolk County. The corridor is approximately 55 miles in length and 10 miles wide. It currently includes portions of the counties of Queens, Nassau and Suffolk.

### **C. Contract Term**

The base term for this contract shall be a two-year period, with three one-year optional extensions based on need and performance 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 into the optional year (s), the lower of the Producer Price Index as calculated by the U.S. Department of Labor or 1.5% (subject to market conditions) will be used as a basis or referenced when increasing the hourly rates. NOTE: NYSDOT reserves the right to request zero percent rate increases during the term of a contract with a firm under contract.

### **D. Level of Effort**

From a historical basis, the total annual work effort required to operate the INFORM system is estimated to be 67,432 staff hours, including time for the Trainee title. This includes estimated overtime needs for tasks 2, 3, 5, 6 and 7 (reference Section III for information on tasks). The approximate percentage of time dedicated to each task (including the anticipated overtime referenced previously) is as follows:

Task 1 – 3.9%	Task 2 – 54.9%	Task 3 – 8.3%	Task 4 – 9.2%
Task 5 – 2.4%	Task 6 – 11.8%	Task 7 – 9.5%	

## **E. Method of Payment**

The methodology of 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) using proper procedures for billing each deliverable and draft billings shall be submitted to NYSDOT's assigned Project Manager.

## **F. General Information**

Due to the nature of work at the TMC, consultant personnel will be exposed to confidential information. This includes, but is not limited to, detailed incident information 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 TMC, even after such time that they may no longer be associated with this project. Selected firm (s) shall obtain a confidentiality agreement from each consultant staff assigned to the TMC. Unauthorized release of any confidential or sensitive information may be considered grounds for immediate dismissal of consultant staff and/ or termination of this contract.

## **G. Minimum RFP Responsiveness**

Any proposing firm that does not provide **all** of the following **by the RFP deadline may be determined to be non-responsive** (it is NYSDOT's sole discretionary determination as to whether a proposal is complete):

1. Part I of the Proposal – Technical and Management submission, including all required RFP –specified attachments.
2. Part II of the Proposal – Cost and Contract submission, including all required RFP specified attachments.
3. For the purposes of evaluation, each proposal part (Part I and Part II) must be submitted separately. Each part of the proposal must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently and the Technical and Management submittal can be evaluated strictly on the basis of its merits. **Cost information is NOT to be included in the Part I submittal. Technical information is NOT to be included in the Part II submittal.**
4. Attachment 2 - Consultant Information and Certifications Form
5. Attachment 3 - Procurement Lobbying Law Forms
6. Attachment 6 - MBE/WBE Participation Information Form
7. Compliance with other MBE/WBE requirements (if applicable):
  - Attachment 7 - MBE/WBE Participation Solicitation Log
  - MBE/WBE Good Faith Efforts Explanation Letter
8. Offeror must utilize the title structure outlined in Section IV of the RFP and/or in Attachment 8.

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

It is recommended that each offeror utilize the checklist provided as part of this solicitation to assist in ensuring all necessary documentation and attachments are provided as requested/ indicated in this RFP. It is the proposing firm's responsibility to ensure it includes all necessary forms, documents, and information needed for the review and evaluation of its proposal in response to this RFP.

**H.Minority Business Enterprise and Women-Owned Business Enterprise Participation**

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

The New York State Department of Transportation has established **a combined MBE/WBE participation contract goal of 20 percent** for this solicitation. *The goal relates to the overall value of the resulting contract.* Meaningful participation by either a certified prime consultant or inclusion of subconsultant (s) **who is/are certified** will count toward the MBE/WBE participation contract goal. Meaningful participation by a subconsultant is defined as providing commercially useful functions/services which 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 MBE/WBE subconsultant (s); and/or
- Perform significant tasks which can be considered commercially marketable.

Interested proposers should verify their attainment of the above established MBE/WBE participation goal by completing **Attachment 6 MBE/WBE Participation Information**. To count towards the Department's combined MBE/WBE goal, a firm offering MBE/WBE participation must be currently certified by Empire State Development. If the proposal does not meet the 20 percent combined MBE/WBE participation goal, the firm must provide evidence of a good faith effort by completing **Attachment 7 MBE/WBE Participation Solicitation Log**. **Additionally, if the firm does not meet the specified goal**, the firm must include in its submission **an MBE/WBE Goal Attainment Explanation Letter** explaining why the firm was unable to meet the combined MBE/WBE 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.

Additionally, prime consultants certified as a MBE/WBE who propose to meet the Department's MBE/WBE participation goal via their **own** meaningful participation **are not relieved** from seeking participation of certified **Minority Business Enterprise and Women-Owned Business Enterprise** for **subcontractable services** in this solicitation. In these situations, it is expected that unless MBE/WBE outreach efforts by the prime result in proposed MBE/WBE subconsultants, that the prime consultant provide evidence of a good faith effort by completing **Attachment 7 MBE/WBE Participation Solicitation Log and submitting an MBE/WBE Goal Attainment Explanation Letter** explaining why the firm was unable to meet the combined MBE/WBE goal via **subconsultant participation** which will serve to substantiate the firm's good faith effort.

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 MBE/WBE participation.

## **II. PROJECT SCOPE AND GENERAL CONDITIONS**

### **A. Scope**

This Scope of Services defines the tasks to be performed under the agreement by the selected Consultant for the operation of the INFORM traffic management system located on Long Island, within Queens, Nassau, and Suffolk Counties of New York State and the operation of the Information for Motorists (INFORM) Control Center located in Hauppauge. The services to be provided by the Consultant are defined by seven tasks, as follows:

1. Direction, Supervision, and Administration
2. System Operation
3. Roadwork Information and Lane Closure Coordination
4. System Administration and System Hardware Support
5. Training and Updating of Manuals
6. Field Support Technical Services
7. Operation and Administration of the Highway Emergency Local Patrol (HELP Program) and the Parkway Tow Contracts

### **B. General Conditions**

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

1. System operators shall occupy space at 140 Nikon Ct., Hauppauge NY 11788 at no cost to the Consultant.
2. The State shall provide telephone service at the INFORM Control Center for the official business required to operate INFORM at no cost to the Consultant.
3. The State shall provide heating, air conditioning, lighting, and electric power at the INFORM Control Center at no cost to the Consultant.
4. Additional off-site office space, utilities and services for personnel other than system operators shall be provided by the Consultant, with such cost included in the Consultant's overhead.
5. The State will provide, support, and maintain all items comprising the INFORM system at no cost to the Consultant.
6. To carry out the mission of INFORM, Consultant personnel shall be required to cooperate and communicate with several outside agencies and firms, including police agencies responsible for patrolling the INFORM roadways, firms engaged in gathering and disseminating traffic information, such as NY511, TRANSCOM, SHADOW, Metro, various TV and radio stations, and contractors engaged by the State to provide various services.

7. Independent contractors are retained by the State to service all electronic equipment in the Control Center and at remote locations. They will be present in the Control Center only as necessary for the performance of their work.

8. The INFORM Control Center is currently operated seven (7) days a week, 24 hours a day. Proposers should base their submissions on continuous operation of the System. However, please note that the State may, at its option, reduce the number of hours of operation of the System.

9. System hardware and software changes may be implemented by others during the term of this effort. These include updating the system to accommodate roadway changes as well as expansion to other Regional roadways. The changes are not expected to adversely impact the work of the operator of the INFORM system.

10. From time to time, as part of their normal duties, the INFORM system operators will be required to assist in traffic data collection using the automated traffic data acquisition features of the INFORM System.

11. This agreement requires a close working relationship between Consultant and State personnel. The Consultant and State, working together, will upgrade system configurations, refine policies for the operation of the system, ensure that the system is being properly maintained, and keep inventory records of INFORM equipment. State personnel will instruct the Consultant's administrative staff as required regarding the accomplishment of these tasks.

12. The cost of providing administrative support, including secretarial services for typing of correspondence, reports, and records shall be included in the Consultant's overhead.

13. In order to minimize the disruption in the services provided to the public during the transition period between operations contracts, it is desirable that the Consultant make all reasonable efforts to retain existing operations staff. This is necessary so as to retain system and operations experience/knowledge required to operate the system properly.

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

- Operations Supervisor Daily Updates
- System Operators E-mails and Roadway Reports
- INFORM's Daily Traffic Signal Logs
- VMS Performance Reports
- CCTV's Performance Reports
- Ramp Meters Reports
- I-495 HOV Lanes Annual Report
- Clean Energy Pass Vehicle Registration and Sticker Counts Report
- Vehicle Delay Reports (as needed)



- INFORM's Maintenance Contractor's Monthly Work Order Budget and Schedule Reports
- System Support Engineering/Software Reports
- HELP Reports
- INFORM Inspector Reports
- Other reports as requested by the State using INFORM's database

Examples of these reports may be viewed on NYSDOT's website in the following zip file:

[https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/c030791\\_info\\_rpts\\_etc.zip](https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/c030791_info_rpts_etc.zip)

### III. SCOPE OF SERVICES

Below is a detailed description of the subtasks to be performed under each of the seven major tasks in the Scope of Services for operation of the INFORM Traffic Management System.

#### A. Task Breakdown

##### **TASK 1: DIRECTION, SUPERVISION AND ADMINISTRATION**

###### SUMMARY

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

###### Sub-Task Description

1-1. The Consultant shall employ, train, schedule, and supervise control room operators, dispatchers and field support personnel. This shall include accommodating vacations, sick leave, and other absences of operations personnel by training and supervising relief operators, dispatchers and on-call personnel to ensure continuous 24/7/365 TMC operations. In addition, it is anticipated that the Consultant will be required to hire at least one trainee.

1-2. From time to time, the State may upgrade the application programs in the INFORM control center. Upon request of the State, the Consultant shall schedule necessary time during normal working hours for the State to work on upgrading said programs.

1-3. The Consultant shall assist the State with establishing repair priority for failed equipment. The Consultant's personnel will often be the first to know of an equipment failure and shall be responsible for issuing a work order for equipment repair (see Task 2). Helping to establish priorities for repair of failed equipment shall also be considered part of this task.

1-4. The Consultant shall procure supplies and/or required services for Control Center use and operations. The supplies and/or required services to be procured include but are not limited to computer paper, fax machine paper, computer printer cartridges, computer tapes and disks, forms, logs, diaries, record keeping supplies, communications services, repeater charges, minor computer and equipment repairs, etc. The purchase orders shall be issued by the Consultant, and paid by the State as a direct cost of the contract. All purchasing shall follow NYS Procurement Guidelines and will be subject to approval by the State.

1-5. The Consultant shall respond to inquiries about INFORM operation as directed by the State. Inquiry responses involve telephone conversations, providing supporting data for evaluation and use by the State transmittal of pre-printed materials, accommodation of visitors at the Control Center, and meetings at locations away from the Control Center.

1-6. The Consultant shall maintain records and documentation as directed to support the overall operations of the INFORM Control Center. This includes websites, statewide and interagency databases.

1-7. The Consultant shall prepare schedules for all tasks related to INFORM operations. Schedules of tasks will be pre-approved by the State.

1-8. The Consultant shall provide 6 vehicles to be used exclusively as part of operations activities by Consultant staff. These vehicles will display INFORM and R10 logos as specified by the State. The costs of these project vehicles, will be paid by the State as a direct cost of the contract. The procurement methods for these vehicles will follow New York State procurement guidelines and require pre-approval by the State.

For estimation purpose: Four (4) of these vehicles will need to be 4-Wheel Drive Heavy Duty Pick Up Trucks with trailer package of at least 5,000 lbs.; One 4-Wheel Drive multiple passenger utility vehicle, with a trailer package of at least 2,000 lbs; and medium size 4-Wheel Drive multiple passenger utility vehicle capable of mounting curbs at freeway speeds (40MPH). All vehicles shall be fitted with appropriate light bars and flashing strobes as approved by the State

1-9. The Consultant shall participate in post-incident debriefings, with all agencies and vendors involved in managing a major traffic incident, to determine whether existing operating procedures should be changed. This work also includes travel to meetings away from the INFORM Traffic Control Center.

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

1-10. The Consultant shall provide coverage for operators and dispatchers and Task 3 personnel during scheduled and unscheduled absences. Personnel assigned to this task may be assigned to accomplish duties under Tasks 2 and 3 when personnel assigned to those tasks are absent. However, personnel assigned to this task shall not have regularly scheduled duties under Tasks 2 and 3.

1-11. In case of an emergency during the term of this contract, parts of the INFORM Operations may be relocated to an existing NYSDOT TMC back up facility. In order to minimize disruption to the TMC operations, at such time when TMC Operations is relocated, the Consultant may be required to provide additional personnel and/or to obtain the necessary services and/or goods through purchase orders. The purchase orders for services and/or goods shall be issued by the Consultant, and paid by the State as a direct cost of the contract.

1-12. The Consultant will be required to follow NYS Incident Management Strategies and Practices in order to provide coordination with key stakeholders, such as law enforcement officers and other emergency responders, as needed.

1-13. The Consultant shall administer the Regions HOV Clean Pass Vehicle Monitoring Program.

1-14. The Consultant may be required to coordinate operational policy, procedures and activities to improve operational consistency between the downstate TMC's (NYSDOT Regions 8, 10 and 11). Activities would include but are not be limited to:

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

## **TASK 2: SYSTEM OPERATION**

### SUMMARY

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

### Sub-Task Descriptions

2-1. The Consultant shall provide human monitoring of traffic surveillance equipment for traffic operation management at the INFORM TMC. It is anticipated that the Consultant will be directed to provide a minimum of two persons at all times for operation of the System. During peak hours on weekdays, special events and/or emergency conditions greater levels of staffing will be required. During the term of this contract it is anticipated that the roadways covered by INFORM may increase. If the State deems that additional manpower is necessary to operate the expanded system, the Consultant will be authorized to provide extra personnel using titles and rates in the current contract. Reference Section I. A. for a sample INFORM Monthly Schedule.

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

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

2-2. The Consultant shall frequently review the INFORM's equipment performance monitoring system. The INFORM central processor announces failures of field equipment and sounds alarms. Operators shall acknowledge equipment failure, and evaluate the system reported failure, through a series of operations procedures. Upon human verification of an equipment failure, the Consultant shall call for appropriate repairs, and return the equipment to on-line status upon completion of repairs. The process for ordering repairs by the Consultant shall involve written forms, log books, and telephone calls to maintenance contractors, the receipt of phone calls from maintenance contractors, and related work.

2-3. The Consultant shall reconfigure the INFORM system as needed. Upon failure of TMC equipment, and upon return to operation of failed equipment, System Operators may need to manually intervene in the reconfiguration process to restore its operation, as before the failure.

2-4. The Consultant shall provide human monitoring of the INFORM variable message sign system. Human monitoring of the variable message sign processor may include approval of every legend prior to its display, and verification that the approved legend is displayed. Normal selection of sign legends may be computer programs in the INFORM central processor from a State approved library. The operators may also command the variable message sign processor to display legends from the State approved library and compose unique legends, using the computer terminal.

2-5. The Consultant shall provide management of traffic incidents. Incident management shall be performed in accordance with existing and new standard operating procedures. Reference Section I. A. for a sample Communication Log and Incident Log.

2-6. The Consultant shall provide human monitoring of NYS511, TRANSCOM's Openreach, NYALERT, INFORM website in addition to closed circuit television, police radio scanners, NYSDOT radio transmissions, and weather stations.

2-7. The INFORM operators shall answer phone inquiries from agencies, private citizens, and the media and provide them with the necessary information about traffic conditions.

2-8. The Consultant shall accept telephone reports from police and other authorized personnel regarding the malfunctioning of any State owned traffic signals in Nassau and Suffolk Counties and subsequently notify the appropriate State and Contractor personnel of the need for repairs. The Consultant shall keep records of all reports of traffic signal malfunctions and shall record the maintenance contractor calls that verify their receipt of the maintenance request and their notification to INFORM of the completed work.

2-9. From the Control Center, the Consultant shall operate and display messages on portable changeable message signs. Communications to these signs is by means of telephone lines and modems. The software used to control these signs is different than that used for the INFORM system permanent signs.

2-10. The Consultant shall operate INFORM's Highway Advisory Radio (HAR) sites. This will include portable HAR equipment as necessary.

2-11. The Consultant shall have daily exchange of information from TRANSCOM and NYS. INFORM frequently responds to requests from TRANSCOM for messages on the INFORM variable message signs. These messages typically concern traffic problems or construction activities on facilities that are major links on the area-wide transportation network. This type of interaction occurs at least once a week. TRANSCOM is routinely notified about major problems on roads in the INFORM network. Occasionally, TRANSCOM members use their variable message signs to warn motorists about problems on Long Island roads. There is a TRANSCOM workstation in the INFORM control center; however, most important traffic information is exchanged through telephonic conversations.

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

#### **SUMMARY**

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

#### **Sub-Task Descriptions**

3-1. The Consultant shall operate the Department's 511 telephone information service. The Engineer-in-Charge will send faxed correspondence to the INFORM Control Center each workday describing planned construction activities and lane closures for the following workday. INFORM personnel currently record and input updated messages concerning these lane closures as many times as needed.

3-2. The Consultant shall assist the Department in insuring that disruption of traffic flow due to construction, maintenance, and other activities is minimized. Everyone involved in work on State highways, including Engineers-in-Charge of construction projects, personnel from NYSDOT roadway and bridge maintenance, survey, and technical services groups and private contractors and utility companies, will notify INFORM of their need to close lanes. The notification requirement is expected to apply to all State highways in Nassau and Suffolk Counties and major limited access highways in the eastern section of Queens County. Notification of the need to close lanes will normally be required from contractors, etc., at least 7 days in advance of the event. However, little or no advance notice can be expected to occur in emergencies. In most cases, notification to INFORM will be received on a fax machine supplied by the State.

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

## **TASK 4: SYSTEM ADMINISTRATION AND SYSTEM HARDWARE SUPPORT**

### SUMMARY

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

#### Sub-Task Description

4-1. The Consultant shall evaluate and recommend changes to system functionality. This includes testing software programs running on the INFORM computers and checking for proper operation. The Consultant shall thoroughly document functionality and configuration changes.

4-2. On an as-needed basis, based on equipment malfunction reports, the Consultant shall provide services to identify problems encountered with the operation of field located equipment and the communications network. This will include trouble shooting field equipment and TMC related equipment and services.

4-3. The Consultant shall periodically back-up the system software and archive data history records.

4-4. As directed by the State, the Consultant will provide, through a State approved qualified software vendor, software support services for the INFORM central software system. The costs associated with these support services will be paid by the State as a direct cost of the contract. A maximum additional direct non-salary cost (subcontractor cost) of up to \$300,000 per year shall be included in the Cost Proposal to cover these costs.

4-5. The Consultant will assist the State in the maintenance of the INFORM website and related database.

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

### SUMMARY

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

In the best interests of maintaining TMC operations, some of the operations staff will need to be cross-trained to ensure effective and efficient performance of several TMC tasks. As part of this training requirement, occasional rotation of staff may be required.

### Sub-Task Descriptions

5-1. As directed, the Consultant shall update the Standard Operating Procedures (SOP) Manual for use in the Control Center. This shall include revised instructions for the operators covering all of the basic events to which INFORM responds, including responses to hardware failures; responses to incidents in the corridor; preparation of sign messages; instigation of diversion signing; operating the ramp metering system; operating the traffic signal system in response to events; and related actions.

5-2. The Consultant shall provide training to its new operators, dispatchers and other Consultant personnel. The training shall use the current NYSDOT operations manual for INFORM. Training shall be provided on an as-needed basis as Consultant staff are phased into the project. Training shall include formal classroom style exercises as well as extensive hands-on training. The training shall provide for testing of trainees to insure 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 trained operator prior to being assigned as an independent operator.

5-3. The Consultant shall train INFORM operators, dispatchers and field support services personnel to conduct State approved experimental exercises designed by others, including non-standard procedures and methods to be used in the conduct of any research experiment.

## **TASK 6. FIELD SUPPORT TECHNICAL SERVICES**

### SUMMARY

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

The following activities shall be completed as part of this task.

### Sub-Task Description

6-1. The INFORM field hardware is maintained by the State through independent contractors. The Consultant and NYSDOT personnel will report identified equipment failures to the applicable independent contractor and request that corrective actions be taken. Under this task, the Consultant shall monitor the activities of the independent maintenance contractor by field verification of repair actions. This will include record keeping indicating repair actions and appropriate cost information for verifying contractor payment.



6-2. As required, the Consultant shall provide overtime support services. The nature of the services required in this overall task are such that occasional services outside normal work hours will be required. This may include participation in review and inspection of major repairs and to begin the record keeping process, field reviews required to identify or verify major maintenance actions, additional hours beyond standard working hours to address backlogs of work that may occur, and other unforeseen circumstances. The Consultant shall provide these required overtime services using the full time staff assigned to the overall task or with other project staff as applicable. A representative of the Consultant shall be on-call at all times.

6-3. The Consultant shall routinely inspect INFORM cabinets, signs, and other equipment and hardware to assure that the INFORM maintenance contractor's work is acceptable.

6-4. The Consultant shall conduct regularly scheduled patrols of highways controlled by INFORM and prepare an inventory of the condition of variable message sign appearance and illumination. The inventory shall include VMS ramp metering signal appearance, traffic signal appearance, pavement marking conditions related to effectiveness of other INFORM traffic devices, and field review of conditions for traffic diversion guidance INFORM. The State will use the results of the patrols and inventory of conditions to schedule remedial repair work in order to assure the effectiveness of the INFORM system.

6-5. The Consultant shall maintain the INFORM equipment inventory. This consists of maintaining records of all field equipment, including the contents of each field cabinet, maintaining records of all equipment issued to the maintenance contractors, and keeping an inventory of all equipment on-hand at the storage facilities. This shall also consist of the issuing and receipt of equipment at the INFORM warehouse to and from Contractor or State personnel.

6-6. The Consultant shall transport and deploy portable changeable message signs to various sites where signs are needed for traffic management. At this time, it is estimated that the Consultant will be responsible for the deployment of up to twenty four (24) mobile portable changeable message signs. INFORM will also be responsible for posting messages on additional portable message signs which will be located at semi-permanent locations.

6-7. The Consultant shall monitor the INFORM maintenance contractor performance. This will include the daily review of INFORM generated failure reports and work orders and the maintenance contractor's written responses to the reports and work orders. The Consultant shall prepare monthly performance reports and also expedite the processing of all work orders, invoices and other critical paper work associated with the day-to-day operations of the INFORM system.

## **TASK 7. OPERATION AND ADMINISTRATION OF THE HIGHWAY EMERGENCY LOCAL PATROL (HELP) AND THE PARKWAY TOW CONTRACTS**

### SUMMARY

This task consists of the work necessary to monitor the HELP program including vehicle dispatch operations and Parkway tow contractor operations.

### Sub-Task Descriptions

7-1. The Consultant shall provide dispatchers to communicate with Highway Emergency Local Patrol (HELP) vehicles patrolling select limited access highways in Nassau and Suffolk Counties. HELP drivers provide roadside assistance to motorists. Sixteen HELP vehicles are currently patrolling the highways between the hours of 6:00 AM and 10:00 AM and again from 3:00 PM to 7:00 PM, Mondays through Fridays. The equivalent of two full-time dispatchers will be required to handle communications for the morning and afternoon patrol periods. If during the terms of this contract the roadways and/or hours covered by HELP increase, the State may deem that additional manpower is necessary to operate the expanded program. In this case, the Consultant will be authorized by the State to provide extra personnel using available contract funds and salary rates established in the contract.

Dispatchers shall keep in contact with HELP vehicle drivers using a radio system provided by the State. Dispatchers shall maintain records of conversations showing when each driver began patrol, took breaks, and ended patrol. Records shall also be maintained regarding all stops made and services rendered by drivers. Standard forms have been developed for this purpose. Such records shall be entered into a computer database system to provide for easy analysis by consultant personnel responsible for administration of the HELP program.

7-2. The HELP and Parkway tow contract operators will be monitored by consultant dispatcher/ inspectors to verify they adhere to their contractual agreements. Regular inspections of the tow contractor facilities will be made by these inspectors and their HELP supervisor to verify the required contractor reports are submitted to the State.

#### IV. PROPOSAL FORMAT AND CONTENTS

For the purposes of evaluation, each proposal must be submitted in two (2) parts. Part I shall consist of the Technical and Management submittal. Part II is 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, focusing on the firm's responsiveness to the RFP, including mandatory requirements and demonstrated experience of the firm. Failure to clearly identify and present the required proposal content, in the designated location, may result in the firm being deemed non-responsive with no further consideration being given to the proposal. Cost information is **not** to be included in the Part I submittal **NOR** should any Technical information be included in the Part II submittal.

A proposing firm's proposal should follow the format listed below:

**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 A.3. below).**

##### A. Part I – Technical and Management Submittal

###### 1. Cover Letter, indicating:

Cover letter should be prepared on firm stationary and signed by an individual/officer authorized to bind the firm to a State contract. Cover letter shall include the name, address, phone number and e-mail address of the proposing firm as well as, the name of the individual who prepared the proposal and the name of a contact person to whom questions should be asked. **No exceptions to any of the draft contract's terms and conditions will be entertained by NYSDOT. Conditional offers or bids will be deemed non-responsive.**

###### 2. A Table of Contents:

All sections shall be separated by labeled tabs.

###### 3. Executive Summary:

Provide a brief description of the proposed approach and work effort. Confidential and proprietary information should also be identified and addressed in this section.

#### 4. Experience

The qualifications and prior experience of the proposer are very important to NYSDOT. Demonstrated, successful experience in managing and coordinating multiple, inter-disciplinary contracts/projects is essential. Furthermore, the proposing firm should demonstrate its experience with traffic management, system administration and public relations/communications skills. Technical writing, record keeping and inventory expertise and experience are preferred. Of particular interest are successful experiences in managing transportation management centers of similar size, coverage area and scope. Offerors should focus on these experiences when presenting their relevant experiences.

The Technical proposal should detail the relevant experience of the firms (both prime and subconsultants) and the Key Personnel to be assigned to this effort in the following areas:

- a. Managing and coordinating complex projects comprised of diverse tasks.
- b. Computer-assisted control of traffic. This discussion should reference experience in day-to-day traffic system operation, including administration and direction; technical assistance in resolving problems involving system software and/or field hardware; and the inspection of traffic control devices and maintenance the of and/or repair of traffic control devices.
- c. Coordinating the management of traffic with other entities - emergency responders, law enforcement, TRANSCOM, other NYSDOT Regions/TMCs and the media.
- d. The writing and revision of technical manuals, and equipment/supplies record keeping and inventory.
- e. Managing Transportation Management Center Operations Contracts. The proposal should include a listing of Transportation Management Centers for which the proposing firm has been the prime operational consultant for any or all of the past five years. A listing of transportation management centers and relevant work experience and titles of staff should be included. Proposing firms should include experience reacting to day to day routine situations as well as experience in reacting to emergency situations (weather or otherwise).

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

of expertise. Include names, addresses, email addresses and telephone numbers of contacts with listed clients.

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

Individual resumes for all proposed Key Personnel are required. Resumes are to address the General Function, Organization Relationships, and Desired Qualifications as described in **Attachment 8**, Contract Job Title Descriptions and Qualifications. Experience in TMC operations and support should be emphasized in the resume. **Individual resumes are not to exceed 3 pages in length using letterhead size paper and a font size of no less than 12.**

**The nine (9) Contract Job Titles to be included in this agreement are:**

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

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

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

5. Approach and Scope of Services:

Describe the proposing firm's approach for implementing the Scope of Services as outlined in Section III of this RFP. The firm's approach to the items below must reflect acceptance of the Scope of Services of this RFP. The approach should NOT propose any tasks or work not identified in the RFP's Scope of Services. Confirm in your discussion that the proposing firm accepts the RFP's Scope of Services, as is. Firm should describe its approach for managing and delivering the contract's 20 percent M/WBE goal, including the Commercial Useful Function (CUF) the M/WBE firm(s) would be providing.

Describe, in detail, the proposing firm's plan for accomplishing the following:

- a. Coordinating the overall effort to provide the required services outlined in Section III, Tasks 1 through 7, including managerial and administrative support, in an effective and cost efficient manner.

If subcontracts or joint ventures are proposed, describe the need, indicate the arrangements, and detail how coordination will be achieved between parties.

- b. Recruitment, training, and scheduling (assigning and substituting system operators, dispatchers and field technicians to assure adequate system coverage). Include in this discussion how staff will be assigned to the various shifts; what provisions will be made for coverage during vacations, illnesses and absences; and the specific actions the firm will take to minimize personnel turnover;
- c. The coordination with other NYSDOT Regions, outside agencies, including but not limited to NYCDOT, TRANSCOM, law enforcement, and offices of emergency management, etc. Additionally, interaction with firms and organizations engaged in gathering and disseminating traffic information, and the media should also be included.

NOTE: The proposed 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 proposes 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. Organization and Staffing

Describe the organization of the proposing firm/team and proposed staffing plan to enable operating and managing the INFORM. It must be understood that consultant staff at the TMC is to be self sufficient and capable of dealing with various situations/scenarios.

Provide an organizational chart for the project showing the names of Key Personnel that will be working on this effort and responsible for the scope of service functions/tasks. Job titles should correspond to the Contract Job Titles shown in Section IV.A.4.

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

## **B. Part II - Cost and Contract Submittal**

Part II of the proposal consists of two sections: (1) the cost proposal which 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 (2 years); and (2) the contract section which specifies the proposer's acceptance of the terms and conditions contained in the draft Contract enclosed as **Attachment 1** to this RFP as well as other contractual and administrative items. Each Cost and Contract proposal shall contain the following:

**Note:** All proposals shall be based on a 7 day a week, 24 hour a day, 365 days a year operation of the INFORM System. The State reserves the option to reduce the number of hours of operation of the INFORM System in the future.

### **1. Cost Proposal**

Proposed staff shall be assigned to one of the nine (9) contract job titles previously mentioned and provided below and repeated in **Attachment 8 - Contract Job Title Descriptions and Qualifications**. **The offerer/proposing prime firm shall only use the specified Contract Job Titles provided below in preparing its Cost Proposal:**

#### **INFORM Contract Job Titles**

- Project Director/Operation Supervisor
- Special Project Coordinator
- TMC System Administrator
- ATIS System Support Engineer
- ITS Maintenance Contractor Inspector
- System Operator III/Shift Supervisor
- System Operator II
- System Operator I
- System Operator I Trainee

Each Cost Proposal must contain a labeled Cost Proposal Spreadsheet which includes the following worksheets: Salary Schedule, Staffing Schedule, Estimate of Direct Non-Salary Costs, and Summary of Costs. Each worksheet in the spreadsheet will include information for all firms on the proposed team, prime plus each subconsultant. **Attachment 9** includes directions for completion of the Cost Proposal Spreadsheet and all of the included worksheets.

The proposing firm's proposed Cost will be determined as a result of the entries (made by the proposing prime firm) in the above referenced Cost Proposal Spreadsheet/worksheets. **Attachment 10 provides an example of the Cost**

**Proposal Spreadsheet/worksheets and shall serve as a shell document to be used in submission of the proposed cost proposal.”**

**Guidelines for Direct Salaries**

1. **The State will only pay an overtime premium for the following Contract Job Titles:** ITS Maintenance Contractor Inspector, System Operator III (Shift Supervisor), System Operator II, System Operator I and System Operator I Trainee. The overtime premium will be 50% of direct labor portion only and only paid after the employee has worked more than 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.
2. If the contract is extended for the optional extension 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. NYSDOT reserves the right to request zero percent rate increases during the term of a contract with a firm under contract.

**Guidelines for Direct Non-Salary Expenses**

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 reasonable reimbursement by NYSDOT, NYS Procurement Guidelines, and review and prior approval by NYSDOT.
3. Travel, meals, and lodging reimbursements shall be limited to the maximum rates established by the State Comptroller at the time such expenses are incurred. View the following link for more information:

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/Chapter%20XIII.%20Employee%20Expense%20Reimbursement/4.%20Employee%20Travel%20Expense%20Reimbursement/XIII%204C%20Mileage%20>



4. **For Cost proposal purposes**, most direct-non salary costs associated with this project cannot be estimated at this time. Therefore, **NYSDOT is directing proposing firms to NOT make any entries to the Direct Non-Salary Costs worksheet. For more information, refer to Attachment 9 Cost Proposal Spreadsheet Instructions.**

### **Guidelines for Overhead Rates**

Overhead rates will be fixed during the term of the contract (base and extension years). A lower overhead rate may be negotiated for the extension years.

During the negotiations phase of the procurement process, the selected Prime offeror will provide NYSDOT with certified salary rosters for all persons (prime and subconsultant) being offered to provide services under the resulting contract. The rosters will include the names of proposed staff, their employer, their respective Contract Job Title and actual hourly labor rate at the time the roster is submitted. Each roster will be certified by an officer of the firm, prime or subconsultant, as being accurate. Each member of the selected team, Prime consultant and all subconsultants will be required to submit a certified salary roster at the beginning of negotiations for the original award and any optional supplemental agreement. The prime consultant will be responsible for the submission of certified salary information for all of the selected team members, for each year of the contract's term.

## **2. Contract Proposal Section**

### *a. Acceptance of Terms and Conditions*

The Prime consultant shall specifically indicate its acceptance of all Terms and Conditions of the draft Agreement contained in **Attachment 1** of this Request for Proposals by completing and submitting with its proposal the "Consultant Information and Certifications Form," included as **Attachment 2** to this RFP. **Altering Attachment 2 without the prior expressed written approval of the New York State Department of Transportation is prohibited and may lead to the proposal being deemed non-responsive and subsequently dismissed.**

**NOTE: No exceptions to any of the draft contract's terms and conditions will be entertained by NYSDOT. Conditional offers or bids will be deemed non-responsive.**

### *b. M/WBE Participation*

In Part II of your firm's proposal, provide the following: Complete and submit **Attachment 6 MBE/WBE Participation Information**. Provide the legal names of all firms proposed (Prime and subconsultant).

For proposing firms whose MBE/WBE participation is less than the established contract goal of 20 percent OR where the prime consultant's certified as an MBE or WBE and proposes to meet the Department's participation contract goal via its own meaningful participation, the firm must also complete and submit Attachment 7 "MBE/WBE Participation Solicitation Log." Submission of an MBE/WBE Goal Attainment Explanation Letter shall be required for proposals with either partial goal attainment or no goal attainment explaining why the firm was unable to meet the MBE/WBE goal (in full or if partially) which serves to substantiate the firm's good faith efforts.

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.

**To reiterate, in situations where the prime consultant is certified as an MBE or WBE (thus meeting the contract's goal) the prime firm must still reach out and solicit certified MBE/WBE subconsultant firms. The Prime consultant is not relieved of the burden of reaching out to MBE/WBE 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 proposing firms 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: <https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions>

**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 C030791 wherever requested in the forms. Please call or e-mail the person identified as the contact in the Administrative Specifications section (VI.F) 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.

e. *Consultant Identification Number (CIN)*

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

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

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

## V. CRITERIA FOR EVALUATION OF PROPOSALS

### A. General

**Proposals shall be pre-screened to determine if they meet minimum RFP responsiveness (reference section I. G.). Those which do shall be considered further; those which do not may be deemed non-responsive and may be removed from further consideration. It is NYSDOT's sole discretionary determination as to whether a proposal is complete.**

NYSDOT will evaluate proposals using a Best Value Method of evaluation. The process will be based on the technical and cost criteria described below. Technical considerations are of greater importance than pricing considerations; however, price is a significant factor in the Department's evaluation of proposals. Technical proposals will be scored based on the information provided under Section IV. A. Part I: Technical and Management Submittal in accordance with the pre-established criteria listed in Section C. below. The cost portion of Part II: Cost and Contract Submittal will be point scored in accordance with the pre-established criteria listed in Section D. below.

The Technical and Management proposal evaluation will be accomplished by subject matter experts/representative committee comprised of technical, program and management personnel as determined by NYSDOT. Committee members will score each Technical proposal (Part I) individually and then meet as a group to discuss their findings. Evaluators will be allowed to revise scores on the basis of the committee discussions. A short-list of proposing firms will be established based upon the committee's scores following these discussions. **Only proposals determined to be susceptible for contract award (short-listed) will be considered further and have their cost proposal included in the selection process. Firms susceptible for contract award shall be those whose proposal receives a minimum raw technical score of 49.00 points or higher (out of the 70 points available) after discussions by the Evaluation Committee. Proposals with raw technical scores lower than 49.00 are considered not susceptible for contract award and will not be considered further in the evaluation process.** The short-list of firms will be posted on NYSDOT's website.

Proposing firms 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 evaluation of technical proposals (Part I), evaluators will be allowed to revise their technical scores based on this additional information. NYSDOT reserves the right to ask clarifying questions regarding each cost proposal (Part II) and MBE/WBE participation as well.

NYSDOT may request best and final offers (BAFOs) from firms that are determined to 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.

NYSDOT shall award a contract based on the highest total score after considering all technical and cost/price evaluation factors.

**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).

At the conclusion of the evaluation process, an announcement of the Department’s designation(s) will be posted on NYSDOT’s website at <https://www.dot.ny.gov/business> . Once the link has been accessed, click on “*Consulting Services*” then “*Opportunities*” and then click on the project line which represents “C030791.” All non-designated proposing firms shall be notified in writing regarding the results of this solicitation and shall be offered a debriefing. 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. Furthermore, 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

NYSDOT will conduct a pre-screening of each proposal to ensure all contents have been submitted in accordance with the minimum proposal requirements as specified in the RFP. It is NYSDOT’s sole discretionary determination as to whether a proposal is complete (reference Sections I. G. and V. A.). Proposals which do not meet the mandatory specifications in the Minimum RFP Responsiveness section may be deemed non-responsive by NYSDOT and may not be considered further.

As part of the pre-screening process, the proposed MBE/WBE contract level participation percentages offered for Empire State Development (ESD) certified MBE and/or WBE **subconsultants will be reviewed (Attachment 6 MBE/WBE Participation Information)**.

Refer to Section I.H. of this RFP for guidance regarding the offering of MBE and/or WBE participation. For this solicitation, NYSDOT has established an MBE/WBE participation contract goal of 20 Percent – this is a combined goal and can be met with a combination of participating MBE/WBE certified firms.

To count toward the contract MBE/WBE participation goal, each MBE and/or WBE firm offered must be currently listed in the NYS Empire State Development’s directory of certified Minority and Women Owned Businesses (<http://www.nylovesmwbe.ny.gov/cf/search.cfm>). If the proposed MBE and WBE participation is less than the established 20 percent goal, then the firm’s evidence of Good Faith Efforts (**Attachment 7 MBE/WBE Participation Solicitation Log**) to achieve participation in the goal will be reviewed, along with the firm’s letter of explanation as to why it was unable to meet the goal either fully or if only partially.

**Attachment 7 Guidance Concerning Good Faith Efforts** provides information describing actions a firm should take to demonstrate its good faith efforts. If it is determined by the Department during the review process, which will include verification of a proposing firm's good faith effort evidence, that the firm did not provide acceptable good faith efforts, the proposal may be deemed non-responsive. Proposals deemed to be non-responsive will be removed from further consideration.

C. Technical and Management (up to 70 points)

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

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

The Technical and Management Proposal will be point scored and will represent up to 70 percent of the total Best Value score for the proposal. The proposal with the highest final raw technical score will receive a perfected score of 70 points. Other technically acceptable offers, will have their lower technical score also perfected and will receive a proportionately lower final technical score.

The major evaluation criteria are listed below in descending order of importance. Sub-criteria within major evaluation factors are also in descending order of importance

1. Experience of Firm and Personnel (up to 45 points)

**NOTE: Experience offered which is not directly related to the scope of services shall not be evaluated.** The evaluation committee will make use of any obtained and relevant references in the evaluation of a firm's experience and Key Personnel experience.

- a. Overall quality, extent and relevance of experience of firm and Key Personnel during the past five years managing transportation management center contracts – including experience in day to day operations and emergency situations. (up to 15 points)
- b. Quality, extent and relevance of experience of the firm and key personnel related to managing and coordinating complex projects comprised of diverse tasks. (up to 10 points)
- c. Quality, extent and relevance of experience operating computer assisted traffic management systems including administration and direction; technical assistance in resolving problems with system software and field hardware; and field inspection of traffic control devices and maintenance of and/or repair of traffic control devices. (up to 10 points)

- d. Quality, extent and relevance of experience of the firm and key personnel in coordinating the management of traffic with other entities and the media. (up to 5 points)
  - e. Quality, extent and relevance of experience of firm and personnel writing and revising technical manuals; with equipment/supplies record keeping and inventory. (up to 5 points)
2. Approach and Scope of Services (up to 15 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 shall not be evaluated; any non-scope optional work items may be discussed with the selected consultant after contract execution.

- a. Degree to which the proposing firm's proposed approach for implementing the scope of services, reflects understanding of the project scope, objectives and managerial/administrative support needed to ensure the effective, cost-efficient and uninterrupted operation of the INFORM System.(up to 10 points)
  - b. Quality and reasonableness of plan for recruiting and training operators, dispatchers and field technicians; quality and reasonableness of plan to determine/implement shift assignments to ensure adequate system coverage; quality and reasonableness of plan to provide coverage during vacations, illnesses and absences and limit personnel turnover. (up to 3 points)
  - c. Degree to which the proposing firm's ability to coordinate activities (routine and non-routine) within the INFORM and with outside entities is reasonable, appropriate and time sensitive; quality and reasonableness of approach to engaging other entities in regard to gathering and disseminating information.(up to 2 points)
3. Organization and Staffing (up to 10 points)
- a. Reasonableness of organization's structure as it relates to carrying out tasks required by contract, including the proposed plan for the use and coordination of subconsultants, if any. (up to 5 points)
  - b. Reasonableness of staff/task allocations. (up to 5 points)

D. Cost and Contract (up to 30 points)

The cost portion of the Cost and Contract Proposal will be point scored and will represent up to 30 percent of the total proposal score. The Cost score for each Cost Proposal will be based upon the Total Estimated Cost for the two year term as presented on **Attachment 10, Exhibit E, Page 1, Summary of Costs** (for the Prime) in the offeror's Cost Proposal Spreadsheet.

Only Cost Proposals from proposing Prime firms/offerors that have been short listed per section V.A. of this RFP will be evaluated and scored.

The Cost score for each short-listed offeror shall be calculated by comparing each derived two year **Total Estimated Cost, Attachment 10, Exhibit E**, of each proposal to determine which is the lowest. The offeror with the lowest derived two year Total Estimated Cost will receive a perfected cost score of 30 points. All other offerors will receive proportionately lower perfected cost scores based upon their derived two year Total Estimated Cost proposal against the lowest derived two year Total Estimated Cost proposal.



## 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) hard copies and one (1) electronic copy on CD of Part I and three (3) hard copies of Part II along with one (1) electronic copy on CD of Part II.
3. **Your proposal must be received by NYSDOT by Noon on December 7, 2012. The proposal must be addressed to:**

Director, Contract Management  
NYS Department of Transportation  
50 Wolf Road, 6<sup>th</sup> Floor  
Albany, New York 12232  
Attention: Ms. Patricia Rowe - Contract No. C030791 -  
“Operation of the INFORM Traffic Management System\_Services  
for NYSDOT”

### B. 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.

NYSDOT has the following prerogatives with regard to proposals submitted:

- 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 eliminate any mandatory RFP specification 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, fee and contract terms & conditions with the selected offeror prior to contract award only if such is in the best interest of the State;
- to request clarification of any and all firms’ proposals;
- 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 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.

C. 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 OSC website before negotiation of a contract. Offerors must certify the accuracy of the information they provide in the questionnaire. Firms should become familiar with this form by visiting the following website:

<http://www.osc.state.ny.us/vendrep/index.htm>

D. 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:

[https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/instructions\\_cssweb\\_firm.rtf](https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/instructions_cssweb_firm.rtf)

or via:

[https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/instructions\\_cssweb\\_firm.pdf](https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/instructions_cssweb_firm.pdf)

Consultant Firm Registration begins at: <https://www.dot.ny.gov/main/business-center/consultants/css-web>

Questions regarding the CSSWeb application and firm registration should be directed to the CSSWeb Administrator by email at [css@dot.ny.gov](mailto:css@dot.ny.gov) or by telephone at 518-457-2600.

E. Contractor Tax Certification

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

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf) (Form ST-220-CA)

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) (Form ST-220-TD)

F. Inquiries and Information

All questions concerning this solicitation must be directed *only* to:

Name: Ms. Patricia Rowe, Contract Management Specialist 1

Email: [Patricia.Rowe@dot.ny.gov](mailto:Patricia.Rowe@dot.ny.gov)

Telephone: 518-485-5118

Fax: 518-457-8475

Or questions may be directed to the specified management as provided in **Attachment 3** (PLL Compliance).

**The last date to submit questions for this solicitation is November 21, 2012.  
All inquiries should be addressed to:**

Director, Contract Management

NYS Department of Transportation

50 Wolf Road, 6<sup>th</sup> Floor

Albany, New York 12232

Attention: Ms. Patricia Rowe - Contract No. C030791

Email: [Patricia.Rowe@dot.ny.gov](mailto:Patricia.Rowe@dot.ny.gov)

Responses to all questions of a substantive nature, as well as copies of the questions, will be given to all consultant contractors being solicited.

G. 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.dot.ny.gov/main/business-center/consultants/consultants-repository/misrep\\_protest.pdf](https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/misrep_protest.pdf)

H. Tentative Schedule of Key Events

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

RFP Release Date:	November 6, 2012
Tour Date:	November 19, 2012
Question Submittal Deadline:	November 21, 2012
Proposals Due:	December 7, 2012
Proposal Evaluation Completion:	Mid-January 2013
Recommendation & Designation:	Mid-January 2013
Contract Negotiations:	Complete by February 2013
Contract Award:	By March 1, 2013

<b>VIII. ATTACHMENTS</b>	<b>39</b>
1. Draft Contract including Appendix A, A-1, B, B-1 and C	40
2. Consultant Information & Certification Form	64
3. Procurement Lobbying Law Compliance	66
4. Consultant's Responsibility When Proposing Former NYSDOT Employees	70
5. Consultant Disclosure Legislation Forms A & B	71
6. MBE/WBE Participation Information	75
7. MBE/WBE Participation Solicitation Log and Instructions	76
8. Contract Job Title Descriptions and Qualifications	80
9. Cost Proposal Spreadsheet Instructions	89
10. Cost Proposal Spreadsheet Shell	95

Additional Attachments as written in the RFP may be viewed at:

[https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/c030791\\_info\\_rpts\\_etc.zip](https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/c030791_info_rpts_etc.zip)

**ATTACHMENT 1**

**Draft Contract**

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION**

F.A. NO.: \_\_\_\_\_

P.I.N.: \_\_\_\_\_

**COMPTROLLER'S CONTRACT NO. C030791**

**PROJECT: OPERATION OF THE INFORM TRAFFIC MANAGEMENT SYSTEM FOR NYSDOT**

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

CONSULTANT FIRM NAME

CONSULTANT FIRM ADDRESS

(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, APPENDIX A-1, APPENDIX B, APPENDIX B-1, APPENDIX C, SCHEDULE A (including EXHIBITS), SCHEDULE B (including EXHIBITS), the STATE's Request for Proposals (RFP), and the CONSULTANT's Proposal.

## **ARTICLE 3. INSPECTION.**

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

## **ARTICLE 4. TERM OF THE AGREEMENT.**

The CONSULTANT agrees that the base term of the AGREEMENT shall be 24 months from \_\_\_\_\_ to \_\_\_\_\_. Additionally, this AGREEMENT may be extended for up to three (3) 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 agreement, and shall be \_\_\_ % (Office) and \_\_\_ % (Field) for AAAAA (prime) and \_\_\_% (Office) 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 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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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. 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:

Contract Management  
New York State Department of Transportation  
50 Wolf Rd.  
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.

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

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

1. **Workers' Compensation and Disability Insurance.** As required by State Finance Law §142, 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 S362 or a successor statute shall be deemed inapplicable or that this agreement shall constitute consent to the lifting of the stay with respect to the State's performance of or completion of any audit pursuant to the terms of this contract.

#### **ARTICLE 17. TERMINATION.**

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

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

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

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

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

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

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

#### **ARTICLE 19. 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 A-1, APPENDIX B, APPENDIX B-1 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 STATE’s Request for Proposals; and
6. The CONSULTANT’s Proposal.

**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 5) 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: [Timothy.Ameche@dot.ny.gov](mailto:Timothy.Ameche@dot.ny.gov) 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 #C030791

**Title:** Director

**Address:** NYSDOT Contract Management, 50 Wolf Rd, 6<sup>th</sup> Floor, Albany, NY 12232

**Telephone Number:** 518-457-2600

**Facsimile Number:** 518-457-2875

**E-Mail Address:** [Bill.Howe@dot.ny.gov](mailto:Bill.Howe@dot.ny.gov)

**Consultant's Name:** \_\_\_\_\_  
**Contact Person's Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Facsimile Number:** \_\_\_\_\_  
**E-Mail Address:** \_\_\_\_\_

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

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

### **ARTICLE 33. TITLE VI ASSURANCE.**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (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.

#### **ARTICLE 34. IRAN DIVESTMENT ACT.**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This act may be viewed in its entirety at <http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf>. The link to the OGS prohibited entities is <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any

proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before NYSDOT may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

**IN WITNESS WHEREOF**, this **Contract No. C030791** 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

\_\_\_\_\_ By \_\_\_\_\_  
CONTRACT MANAGEMENT DEPARTMENT OF TRANSPORTATION

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
FIRM NAME

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Operation of the INFORM Traffic Management System for NYSDOT

**APPROVALS**

ATTORNEY GENERAL THOMAS P. DiNAPOLI  
STATE COMPTROLLER

By \_\_\_\_\_ By \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

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## Acknowledgement for Contract #C030791

### For contracts signed in New York State

State of New York )

County of ) ss.:

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

---

NOTARY PUBLIC

My Commission Expires:

### For contracts signed **outside** New York State

State of )

County of ) ss.:

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

---

NOTARY PUBLIC

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(Signature and office of individual taking acknowledgement.)

My Commission Expires:

**EXHIBIT A**

**STANDARD LANGUAGE USED IN ALL NEW YORK STATE DEPARTMENT  
OF TRANSPORTATION AGREEMENTS**

**APPENDIX A**

**STANDARD CLAUSES FOR ALL NEW YORK STATE DEPARTMENT OF  
TRANSPORTATION AGREEMENTS**

**APPENDIX A-1**

**SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)**

**APPENDIX B**

**REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS**

**APPENDIX B-1**

**REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS**

**APPENDIX C**

**SPECIAL EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS**



**II. PROPOSER CERTIFICATIONS**

By signing below, I, \_\_\_\_\_, authorized individual  
(Name)

of \_\_\_\_\_ make the following  
(Firm)

**certifications regarding the subject proposal:**

- 365-Day Offer: This proposal is a firm offer for a 365-day period from the date of submission.
- The firm has read and will follow the procedure outlined in **Attachment 4** 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 to NYSDOT within 10 days of notification of designation both electronically and in hard copy per the NYSDOT Web site.  
<https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions>
- ST-220: If selected for contract award greater than \$100,000, the firm will complete and submit the required Forms ST-220-TD and 220-CA (Contractor Certifications) prior to negotiation with NYSDOT. You should make yourself familiar with these forms by visiting the following Web sites:  
[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf) (Form ST-220-CA)  
[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) (Form ST-220-TD)
- 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  
(Name)

of \_\_\_\_\_ hereby **certify that I have read and**  
(Firm)

**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)

**Attachment 3**  
**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 the Office of Contract Management (\*Designated Contacts). Until a designation is made, communication with any other NYSDOT employee concerning this project that is determined to be an attempt to influence the procurement may result in disqualification.

Refer to “NYSDOT PROCUREMENT LOBBYING LAW GUIDELINES AND PROCEDURES” – see the Consultant’s page at NYSDOT’s “Doing Business With DOT” web site: <https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions>

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

**a) Contacts prior to designation:**

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

- The Contract Management Designation Contract Analyst
- The Contract Management Designation Analyst Supervisor
- The Contract Management Civil Rights Unit Supervisor
- The Contract Management Assistant Directors
- The Contract Management Director

These are some communications exempted from this restriction:

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

If any other NYSDOT employee is contacted and they believe a reasonable person would infer that the communication was intended to influence the procurement, the contact must be reported by 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 Analyst
- The Contract Management Designation Analyst 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/>

<http://www.nylobby.state.ny.us/lobbying.html> (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 <http://www.dot.ny.gov>

or contact: Patricia Rowe

NYSDOT Contract Management

50 Wolf Road, 6<sup>TH</sup> Floor

Albany, New York 12232

E-mail: [Patricia.Rowe@dot.ny.gov](mailto:Patricia.Rowe@dot.ny.gov)

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. \_\_\_\_\_

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: \_\_\_\_\_

Date: \_\_\_\_\_

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?

(Please circle): No                      Yes

If yes, please answer the next three questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j

(Please circle): No                      Yes

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

4. If you answered **yes** to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

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

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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: \_\_\_\_\_

## **Attachment 4**

### **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 Joint Commission on Public Ethics (<http://www.jcope.ny.gov/>) that approves their participation in the project as they are proposed.
- A copy of this opinion must be on file in the 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.

**Attachment 5**  
**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](http://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 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 15<sup>th</sup> 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, 11<sup>th</sup> 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: [Timothy.Ameche@dot.ny.gov](mailto:Timothy.Ameche@dot.ny.gov) or his successor.

**Attachment**

**5a**

**FORM A**

<p><b>OSC Use Only:</b>                  Reporting Code:                  Category Code:                  Date Contract Approved:</p>
---

<p><b>State Consultant Services – Contractor's Planned Employment                  From Contract Start Date Through The End Of The Contract Term</b></p>
--

State Agency Name: Transportation Contractor Name: Contract Start Date: / /	Agency Code: 17000 Contract Number: Contract End Date: / /
---	--

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

Page of

**Attachment  
5b  
FORM B**

<b>OSC Use Only:</b> Reporting Code: Category Code:
---

<b>State Consultant Services Contractor's Annual Employment Report</b> <b>Report Period: April 1,            to March 31,</b>
--

Contracting State Agency Name: _____ Agency Code: _____ Contract Number: _____ Contract Term:    /    /            to    /    / Contractor Name: _____ Contractor Address: _____ Description of Services Being Provided: _____
---

<b>Scope of Contract (Choose one that best fits):</b> Analysis <input type="checkbox"/> Evaluation <input type="checkbox"/> Research <input type="checkbox"/> Training <input type="checkbox"/> Data Processing <input type="checkbox"/> Computer Programming <input type="checkbox"/> Other IT consulting <input type="checkbox"/> Engineering <input type="checkbox"/> Architect Services <input type="checkbox"/> Surveying <input type="checkbox"/> Environmental Services <input type="checkbox"/> Health Services <input type="checkbox"/> Mental Health Services <input type="checkbox"/> Accounting <input type="checkbox"/> Auditing <input type="checkbox"/> Paralegal <input type="checkbox"/> Legal <input type="checkbox"/> Other Consulting <input type="checkbox"/>
---

O*Net Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
<b>Total this page</b>	0	0	\$ 0.00
<b>Grand Total</b>			

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

Use additional pages if necessary) Page    of



## Attachment 6

### MBE/WBE Participation Information

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 an Empire State Development (ESD) certified MBE and/or an ESD certified WBE, and indicating each firm’s percentage of the overall value of the resulting contract.

Please keep in mind that only ESD certified MBE and/or certified WBE prime consultants and/or ESD certified MBE and/or certified WBE subconsultants are eligible to participate toward goal attainment of this state-funded procurement with a combined MBE/WBE contract participation goal (goal can be met with any combination of participation). Participation by an enterprise that is both an MBE and a WBE may be counted towards the MBE goal or the WBE goal, but cannot be counted towards both goals and cannot be divided between the two goals.

Again, participation by a certified MBE and/or WBE prime consultant as well as certified MBE and/or WBE subconsultants may count towards the MBE/WBE participation goal attainment.

If the combined percentage of total contract value for all certified MBEs and/or all certified WBEs proposed is less than the combined 20 percent contract participation goal, established for this solicitation/contract, then the proposing prime firm is required to fill out and submit the **MBE/WBE Participation Solicitation Log (Attachment 7)**, **and** is required to submit an **MBE/WBE Goal Attainment Explanation Letter**. Reference RFP Sections I. H., IV. B. 2. b., and V. B. for more information on MBE/WBE participation.

Firm Legal Name	NYS ESD Certified MBE/WBE			% of Overall Contract Value
	MBE	WBE	None	
<b>A. Prime Consultant*</b>				
<b>B. Sub-Consultants</b>				
<b>Total</b>				<b>100%</b>

\*A proposing prime consultant that proposes to meet either the MBE/WBE contract participation goal through its own participation is **NOT relieved from seeking subconsultant participation or demonstrating that it made adequate, acceptable GFE to meet the goal even though it did not succeed.**

## Attachment 7

### MBE/WBE Participation Solicitation Log (Good Faith Effort Documentation)

CONTRACT NO. _____		PARTICIPATION GOALS (SELECT ONE) MBE % ____ WBE % ____		PAGE NUMBER ____ OF ____	
PRIME FIRM NAME/ADDRESS/ZIP CODE		CONTACT PERSON		TELEPHONE NUMBER (INCLUDE AREA CODE)	
				E-MAIL	
SOLICITED COMPANY NAME AND CONTACT PERSON	TELEPHONE (WITH AREA CODE)	FEDERAL EMPLOYER ID #	WORK TYPES BEING SOLICITED	TYPES AND DATES OF CONTACTS	CONTACT RESULT(S)

**INSTRUCTIONS FOR COMPLETING  
MBE/WBE Participation Solicitation Log  
(Good Faith Effort Documentation)**

To be deemed responsive to this solicitation, Consultants whose proposed MBE participation and/or WBE participation does not meet the established MBE/WBE contract participation goal must document and report its Good Faith Efforts to solicit participation by certified Minority Business Enterprises and/or certified Women-owned Business Enterprises in this Non-Architecture/Non-Engineering contract. The **MBE/WBE Participation Solicitation Log** is used for this purpose. PLEASE NOTE: **Only participation by certified MBE and/or certified WBE prime consultants as well as certified MBE and/or certified WBE subconsultants may count toward participation goal attainment.**

Guidance concerning Good Faith Efforts in meeting MBE and/or WBE participation goals in state-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 MBE/WBE participation goal is not fully attained or is partially attained, the proposer must complete all sections of this form and submit one **MBE/WBE Participation Solicitation Log**. In addition, the firm must also submit an **MBE/WBE Goal Attainment Explanation Letter**, documenting the firm's Good Faith Effort.

**\*\*\* MBE and WBE Certification is a New York State Program. \*\*\***

***IT IS SEPARATE AND DISTINCT FROM THE FEDERAL DBE CERTIFICATION 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 (C030791).

**MBE/WBE PARTICIPATION GOAL:** Enter applicable MBE/WBE 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.

**MBE and WBE 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 NYS DED's MBE/WBE 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:

**CODE DESCRIPTION:**

- 1 This firm is unavailable to participate in the contract for the reason(s) stated on the MBE and WBE Participation Solicitation response. (Attach explanation to the Log.)
- 2 This firm is no longer in business. (NOTE: If this action is checked, attach your explanation as to why the solicitation was sent to the firm and how evidence that it was no longer in business was obtained. Attach the returned envelope showing that it was undeliverable, for instance.
- 3 The soliciting Prime Consultant was unable to reach this firm after having a telephone conversation to follow-up on the MBE and/or WBE participation solicitation inquiry. (NOTE: Indicate In the Types and Dates of Contact column the dates and times at which follow-up was attempted.)
- 4 This firm did not respond to repeated telephone messages. (NOTE: Indicate in the Types and Dates of Contact column the dates and times at which messages were left).

**Guidance Concerning Good Faith Efforts  
In Meeting M/WBE Goals  
On Solely State-Funded Contracts**

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

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, utilizing the Empire State Development Corporation M/WBE Directory- <http://www.esd.ny.gov/MWBE.html> ) the interest of all certified M/WBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the M/WBEs to respond to the solicitation. The bidder must determine with certainty if the M/WBEs are interested by taking appropriate steps to follow up initial solicitations. If an offeror advertises seeking MBE and/or WBE firms to participate in their proposal, a copy of that advertisement(s) must be submitted with Attachment 7, MBE/WBE Participation Solicitation Log.
- Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate M/WBE participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
- Providing interested M/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Negotiating in good faith with interested M/WBEs— it is the bidder’s responsibility to make a portion of the work available to M/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and suppliers, so as to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.
- A bidder using good business judgment should consider a number of factors in negotiating with subcontractors, including M/WBE 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 an M/WBEs is not in itself sufficient reason for failure to meet the contract M/WBE 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 M/WBEs 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 vs non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor’s efforts to meet the project goal.
- Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

## ATTACHMENT 8

### CONTRACT JOB TITLE DESCRIPTIONS & QUALIFICATIONS

#### **POSITION: Project Director/Operation Supervisor (KEY)**

#### **GENERAL FUNCTION:**

This is a professional level position involving a variety of operational and management level duties. Responsibility for the daily operation of the **INFORM** control center falls in this category. Work is performed under minimal supervision and under direction of the NYSDOT Project Manager. The performance of all **INFORM** traffic management functions is inherent to this position. Oversee training and managing of approximately 20-25 employees including operators, H.E.L.P. Dispatchers, and Inspectors. Coordinates activities on all shifts. Primary interface with NYSDOT and maintenance contractors for all operational outages and failures. Coordinating the deployment of all portable variable message signs and developing message content. Specific duties include:

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

#### **ORGANIZATIONAL RELATIONSHIPS:**

Reports directly to the State Project Manager and, in general, is the single point of contact representing The consultant team at the TMC.

#### **DESIRABLE QUALIFICATIONS:**

Excellent Communication skills, excellent organization skills, Experience with all Tasks in the contract.

Excellent Computer Skills, trained in personnel management, public relations or similar skills. Ability to cope with stress and personnel problems is required. Must be able to respond to problem situations 24 hours a day.

**POSITION: Special Project Coordinator (KEY)**

**GENERAL FUNCTION:**

This is a professional level position requiring strong analytical skills and ability to perform leading management tasks at the TMC as needed.

Specific duties include:

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

**ORGANIZATIONAL RELATIONSHIPS:**

Reports directly to the Project Director and State Project Manager and, in general, can perform as the Project Director when needed.

**DESIRABLE QUALIFICATIONS:**

Experience with Traffic analysis tools, strong Analytical and organizational skills. Excellent Communication skills, experience with all tasks in the contract.

Excellent Computer Skills, trained in personnel management, public relations or similar skills. Ability to cope with stress and personnel problems is required.

## **TMC System Administrator (KEY)**

### **GENERAL FUNCTIONS:**

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

In addition:

Must have general familiarity with the following:

1. Electrical AC\DC and Fiber Optics
2. Telecom – Cellular, Serial, TCP/IP, Etc
3. Traffic Signal Controllers, Model 179 and Model 2070L/2070E
4. Detection (Video, Radar, Acoustic, Loops etc)
5. ITS Field Controller Model 2070L/2070E for Surveillance/Ramp Metering
6. Database skills using MSSQL+Server, EXCEL and ACCESS
7. BiTrans and Streetwise (Naztec) Traffic Signal Systems
8. INFORM ATMS/ATIS Systems or equivalent  
(Foundation/OpenReach by CoVal Systems Inc)
9. Basic engineering and IT administration qualifications.
10. Able to read/interpret INFORM System record plans

### **ORGANIZATIONAL RELATIONSHIPS:**

Reports directly to the Project Director/operations supervisor.

### **DESIRABLE QUALIFICATIONS:**

At least 3 years of experience using items referenced above. Must demonstrate an ability to react under stressful situation professionally. Must be capable of performing several tasks simultaneously. Should be a highly motivated individual, with a strong sense of responsibility and dedication to the job. Must have good interpersonal skills and ability to train others. Must be dedicated and able to perform with minimum supervision and they must possess a valid Driver's license.



## **ATMS/ATIS System Support Engineer (KEY)**

### **GENERAL FUNCTIONS:**

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

In addition:

- Is experienced programming ATMS/ATIS software and communication systems.
- Reviews current data management system capabilities, workflow, and scheduling limitations to determine if changes to ATMS systems are required. Documents in sufficient detail the steps taken to modify systems and procedures required to both maintain current systems and implement new functionality.
- Is able to independently troubleshoot hardware, software, and data communications malfunctions/errors in order to maintain and/or quickly restore operational functionality at the TMC.
- Is responsible for Administration of ATMS system and database, which includes data archiving, mining and others and, must be experienced with the following:
  1. Coaxial, Fiber Optic and Wireless Communication Systems
  2. Freeway & Arterial Management Systems
  3. VMS, CCTV, Traffic Signals, Surveillance/ Ramp Metering systems and related electrical equipment
  4. Detection System/Firmware (VIDS, Acoustic, Radar, Inductance Loops, RFID Transponders (TRASMITEZ-Pass))
  5. Telecom – Cellular, Serial, NTCIP, TCP/IP, UDP, multicast, IGMP
  6. Model 2070, 2070L and 2070E Controllers
  7. Database skills using MSSQL+Server, EXCEL and ACCESS
  8. Programming skills including Graphics, C, C++, C#, .NET, XML, JAVA and VISUAL Languages.

### **ORGANIZATIONAL RELATIONSHIPS:**

Reports directly the Project Director/operations supervisor and NYSDOT.

### **DESIRABLE QUALIFICATIONS:**

At least 5 years of experience with ATMS/ATIS system software. At least 3 years experienced using items referenced above. Must be capable of performing several tasks simultaneously. Should be a highly motivated individual, with a strong sense of responsibility and dedication to the job. Must have good interpersonal skills and ability to train others. Must be dedicated and able to perform with minimum supervision and must possess a valid Driver's license. Must be able to respond to emergency situations as needed 24 hour a day.

**POSITION: ITS Maintenance Contractor Inspector(s)** (Key)

**GENERAL FUNCTION:**

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

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

**ORGANIZATIONAL RELATIONSHIPS:**

Reports directly to the operations supervisor.

**DESIRABLE QUALIFICATIONS:**

Excellent Communication Skills, ability to cope with job stress resulting from odd work schedules. Requires skill Training in the use of computers, database, radio communication, basic knowledge of the various ITS equipment functions, is able to use equipment manuals, basic plan reading. They must be dedicated and able to perform with minimum supervision. Is practical, but insistent in the quality of the work. Possess a valid NYS Driver's license and is able to drive(in all type of weather)a medium Heavy Duty 4X4 Pick up Truck, with a snow plow as needed; and is be able to operate a medium warehouse forklift.

**POSITION: OPERATOR III (KEY)** (Traffic System Coordinator III)

**GENERAL FUNCTION:**

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

- Responsible for ensuring shift co-workers are adequately trained and current in all tasks relevant to their position
- Serves as the shift liaison to management for identifying problems and/or weaknesses in operational procedures
- Has access to more sophisticated programs e.g. NY Alerts, BiTran, Streetwise database, Foundation, OpenReach, 511, HAR, WTA, INFORMNY website etc.
- Independently prepares and maintains training documents and reports.
- Responsible for shift continuity, assessments, briefings between shifts / maintenance personnel, and overall system performance.
- Serves as the firm's representative during tours or media events in the absence of management personnel.
- Assemble, collate, and prepare the road work / construction information in order to formulate the daily, weekly and OpenReach/511NY road work reports.
- Administer On the Job Training.
- Is able to be trained as an ITS Maintenance Contractor inspector.
- Is able to be trained as a HELP & Parkway Tow Supervisor.

**ORGANIZATIONAL RELATIONSHIPS:**

Reports directly to the operations supervisor.

**DESIRABLE QUALIFICATIONS:**

Excellent Communication Skills. Three to four years experience in a TMC type of facility and or Traffic Management with increasing responsible positions. Must demonstrate an ability to react under stressful situation professionally. Must be capable of performing several tasks simultaneously, while maintaining a clear sense of awareness. Should be a highly motivated individual, with a strong sense of responsibility and dedication to the job. Must be dedicated and able to perform with minimum supervision and they must possess a valid NYS Driver's license.

**POSITION: OPERATOR II** (Traffic System Coordinator II)

**GENERAL FUNCTION:**

This is a position involving a variety of traffic management tasks. Responsibility for formulating and generating messages for the variable message signs falls in this category. Work is performed under direct to moderate supervision. The performance of "traffic management tasks" are inherent to this position. Includes ability to perform functions applicable to Operator I. Responsibilities are broad in scope and require an innate ability to assess a situation rapidly, and act decisively. Specific duties include:

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

**ORGANIZATIONAL RELATIONSHIPS:**

Reports directly to the operations supervisor.

**DESIRABLE QUALIFICATIONS:**

Excellent Communication Skills. One to two years experience in a TMC type of facility and or Traffic Management. Ability to cope with job stress resulting from odd work schedules, must be capable of working well with co-workers and NYSDOT Staff. Basic Training in the use of personal computers and database. Ability to use roadway maps and basic knowledge of roadway elements. Must have good Interpersonal skills. Must be dedicated and able to perform with minimum supervision and they must possess a valid NYS Driver's license.

**POSITION: OPERATOR I** (Traffic System Coordinator I)

**GENERAL FUNCTION:**

This is an entry level position involving a variety of traffic management duties. Work is performed under direct supervision.

The performance of system monitoring, answering telephones, faxing information, and data entry functions are inherent aspects of this job. Specific duties include:

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

**ORGANIZATIONAL RELATIONSHIPS:**

Reports directly to the operations supervisor/manager.

**DESIRABLE OUALIFICATIONS:**

Excellent Communication Skills, ability to cope with job stress resulting from odd work schedules, must be capable of working well with co-workers and NYSDOT Staff. Some Training in the use of personal computers and database. Ability to use roadway maps and basic knowledge of roadway elements. Good interpersonal skills. Must be dedicated and able to perform with minimum supervision and they must possess a valid NYS Driver's license.

**POSITION: SYSTEM OPERATOR I TRAINEE**

**GENERAL FUNCTION:**

This is an entry level position involving a variety of traffic management duties. Work is performed under direct supervision.

The performance of system monitoring, answering telephones, faxing information, and data entry functions are inherent aspects of this job. Specific duties include:

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

**ORGANIZATIONAL RELATIONSHIPS:**

Reports directly to the operations supervisor/manager.

**DESIRABLE OUALIFICATIONS:**

Excellent Communication Skills, ability to cope with job stress resulting from odd work schedules, must be capable of working well with co-workers and NYSDOT Staff. Some Training in the use of personal computers and database. Ability to use roadway maps and basic knowledge of roadway elements. Good interpersonal skills. Must be dedicated and able to perform with minimum supervision and they must possess a valid NYS Driver's license.

## ATTACHMENT 9

### COST PROPOSAL SPREADSHEET INSTRUCTIONS

**Proposing Prime/offering firms must complete the EXCEL Cost Proposal spreadsheet available on NYSDOT's website under Contract C030791. Do not use any alternate spreadsheet.** This spreadsheet contains four (4) individual worksheets (SALARY SCHEDULES, STAFFING SCHEDULES, ESTIMATE OF DIRECT NON-SALARY COSTS, and SUMMARY OF COST) that are identified on the tabs at the bottom of the spreadsheet. Only **one** Cost Proposal Spreadsheet is to be submitted with each 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 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 cell ranges for the prime consultant and the default number of four subconsultants included in the shell Cost Proposal Spreadsheet.

	<u>WORKSHEET NAME</u>			
	Salary Schedules	Staffing Schedules	Direct Non-Salary Costs	Summaries of Costs
Prime Consultant	B4.N31	A3.R42	B5.L46	B4.J54
Subconsultant 1	B35.N62	A57.R96	O5.Y46	M4.U42
Subconsultant 2	B66.N93	A101.R140	AB5.AL46	Y4.AG42
Subconsultant 3	B97.N124	A145.R184	AO5.AY46	AK4.AS42
Subconsultant 4	B128.N155	A189.R228	BB5.BL46	AW4.BE42
Verification Charts		U3.AF31		

To assist firms in the completion of the various worksheets, the information required to be completed by the firms has been highlighted in yellow. Firms are cautioned from making entries to other areas of the worksheets. **If the offering team has more than five (5) team members you will need to be careful not to disrupt the integrity of the shell spreadsheet and worksheets.**

### **SALARY SCHEDULE WORKSHEET (Exhibit B)**

A Salary Schedule must be submitted for each member (firm) of the proposed consultant team. The presentation of the firms on the worksheet is top to bottom. The firm name of each consultant team member is to be entered in column C to the left of the Salary Schedule by typing over the shell information (i.e. ABC FIRM). Enter the Proposed Annual Escalation of Salaries percentage that is to be used to calculate the escalation of Maximum Hourly Rates for 2014 and 2015. Enter the Escalation of Salaries to Project Midpoint (12 months from the project start date) that is to be used to calculate Projected Average Hourly Rate for each job title.

**For example, a firm expects to give 3% raises in the second year of the contract. There will be no raises for the first 12 months and 3% raises in the second 12 months. For proposal pricing purposes, the Escalation of Salaries to the project midpoint would be 1.5%, the weighted average of 0% and 3%.**

Each team member may propose different percentages. However, it will be assumed that the same annual escalation rate proposed by the individual firms will be used for year two of the contract for those same firms. **The escalation rates entered in the shell document are for illustrative purposes only.** Also, enter the annual raise policy for each of the team members.

Each consultant team member shall enter a proposed Present Average Hourly Rate for each specific Contract Job Title that they are offering in their proposal in column H. The proposed Present Average Hourly Rate for each Contract Job Title should reflect the average salary for all persons that the team member expects to provide over the term of the contract. 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. If a consultant team member is not providing staff to a Contract Job Title, enter \$0 for the Present Average Hourly Rate for that Contract Job Title. **The labor rates entered in the shell document are for illustration purposes only.**

The worksheet will automatically calculate the escalation of salaries to the midpoint of the two year base term of the contract, the Projected Average Hourly Rate. 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 2013 for each contract job title for each consultant team member are to be entered for each consultant team member in column J. Corresponding Maximum Hourly Rates for 2014 and 2015 are calculated automatically by projecting the 2013 Maximum Hourly Rates forward using each team member's Proposed Annual Escalation of Salaries rate.

**Do not modify the Overtime Category descriptions provided on the Salary Schedule worksheets, the Overtime Category associated with each Contract Job Title for each team member has been**



**predetermined by NYSDOT. For this contract, overtime will apply to hours worked in excess of a normal 40 hour work week. NYSDOT will not consider alternate policies.**

**The Overhead Category is not to be revised.** All Job Titles with the exception of ATIS System Support Engineer is expected to be staffed out of the INFORM TMC.

The information offered on the Salary Schedules will provide the basis for compensation should the offering 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 nine (9) Contract Job Titles of Project Director/Operation Supervisor, Special Project Coordinator, TMC System Administrator, ATIS System Support Engineer, ITS Maintenance Contract Inspector, Shift Supervisor/System Operator III, System Operator II, System Operator I, and System Operator I Trainee are to be included in the Cost Proposal.

**STAFFING SCHEDULE WORKSHEET (Exhibit C)**

Using the project staffing requirements detailed in the RFP, the Department has estimated the total annual hours of required staffing by Contract Job Title by Task for one year of work effort. The hours of effort include both Straight Time (ST) hours and Overtime (OT) hours. The table below summarizes that estimated effort:

**Estimated Annual Work Effort By Contract Job Title, All Firms (hours)**

	<b>TASKS</b>							
	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>TOTAL</u></b>
Proj Dir/Oper Supv								
ST	1,500	100	100	100	100	100	100	2,100
OT	0	0	0	0	0	0	0	0
TOTAL	1,500	100	100	100	100	100	100	2,100
Special Proj Coord								
ST	1,100	150	300	600	1,100	200	0	3,450
OT	0	0	0	0	0	0	0	0
TOTAL	1,100	150	300	600	1,100	200	0	3,450
TMC System Admin								
ST	0	500	0	1,500	200	0	0	2,200
OT	0	0	0	0	0	0	0	0
TOTAL	0	500	0	1,500	200	0	0	2,200
ATIS System Support Engr								
ST	0	0	0	4,000	0	0	0	4,000
OT	0	0	0	0	0	0	0	0
TOTAL	0	0	0	4,000	0	0	0	4,000
ITS Maint Contract Insp								
ST	0	0	0	0	0	6,000	0	6,000
OT	0	0	0	0	0	600	0	600
TOTAL	0	0	0	0	0	6,600	0	6,600
Shift Supv/System Oper III								

ST	0	9,700	1,000	0	200	1,000	2,000	13,900
OT	0	502	60	0	10	60	100	732
TOTAL	0	10,202	1,060	0	210	1060	2,100	14,632

System Oper II

ST	0	11,000	1,000	0	0	0	4,000	16,000
OT	0	500	50	0	0	0	200	750
TOTAL	0	11,500	1,500	0	0	0	4,200	16,750

System Oper I

ST	0	12,000	2,900	0	0	0	0	14,900
OT	0	600	200	0	0	0	0	800
TOTAL	0	12,600	3,100	0	0	0	0	15,700

System Oper I Trainee

ST	0	2,000	0	0	0	0	0	2,000
OT	0	0	0	0	0	0	0	0
TOTAL	0	2,000	0	0	0	0	0	2,000

The presentation of the firms on the worksheet is top to bottom. Using the provided STAFFING SCHEDULES, the estimated hours are to be distributed across the proposed team members by Task and Contract Job Title. **The distribution of hours included in the shell worksheet is for illustrative purposes only.** All hours by task have been pre-loaded to the Prime's STAFFING SCHEDULE, the STAFFING SCHEDULES for the subconsultants have been pre-populated with zeros. If an individual 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 allocated hours by Contract Job Title and by Task across the proposed team members must equal the number of hours shown above, no modification will be accepted during the consultant selection phase of this solicitation. **Verification of the distribution of hours by Task and Contract Job Titles is demonstrated with the two verification tables that appear in cell range U3.AF28 on the worksheet.**

The STAFFING SCHEDULE worksheet automatically calculates the average estimated cost for one year of work effort. The Projected Average Hourly Labor Rates and Overtime Categories are brought forward from the SALARY SCHEDULE worksheet. The COST SUMMARIES worksheet, Exhibits E, calculates the estimated cost for the base three year term of this contract by multiplying the average annual estimate by two (2) to reflect the two (2) year contract term.

**DIRECT NON-SALARY COSTS (DNSC) WORKSHEET (Exhibit D)**

As stated in Section IV. B. of the RFP, most direct non-salary costs associated with this project cannot be estimated at this time. **Therefore, NYSDOT is directing firms to not make any entries to the DIRECT NON-SALARY COSTS worksheet.**

**For Cost Proposal evaluation purposes, the total estimated annual budget for Direct Non-Salary Costs including but not limited to supplies, travel expenses, required insurances, etc. is \$200,000.** That amount is pre-loaded in the offering Prime Consultant's SUMMARY OF COSTS, Exhibit E, Page 1. **DO NOT CHANGE THAT ENTRY.** A breakdown of DNSCs, including any required project related insurances, will be accomplished with the selected Best Value offeror during the

negotiations phase of this solicitation. No “Miscellaneous” costs will be allowed, all DNSCs must include an item description and a basis for estimating the cost (i.e. unit cost).

**Similarly, for Cost Proposal evaluation purposes, the maximum estimated annual budget for anticipated subcontractor costs is \$300,000 for software support services.** That amount is pre-loaded in the offering Prime Consultant’s SUMMARY OF COSTS, Exhibit E, Page 1. **DO NOT CHANGE THAT ENTRY.**

During the negotiations phase of this solicitation, 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. All DNSCs, including but not limited to subcontractors, vehicles and equipment will be obtained following procedures established by the NYS Office of the State Comptroller. **The costs and categories entered in the shell document are for illustration purposes only.**

### **COST SUMMARIES WORKSHEET (Exhibit E)**

The presentation of the firms on the worksheet is left to right.

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 SCHEDULE. The worksheet assumes that only the labor costs associated with the ATIS System Support Engineer is considered as “Office” and all other remaining labor costs are considered “Field”.

Items IIA, Direct Non-Salary Costs, and IIB, Direct Non-Salary Costs (Subcontractor Costs) for the cost proposal is preloaded by NYSDOT. Offering firms should not make any entries for these items on the COST SUMMARIES WORKSHEET.

Item III, Overhead. For each consultant team member’s Summary of Costs, Proposed Office and Field overhead rates are to be entered in Rows 31 and 32 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. Only Straight Time labor costs associated with the ATIS System Support Engineer will be used in the calculation of an Office Overhead amount. The proposed overhead rates will be **fixed** for the duration of the contract, including any optional years that NYSDOT may choose to exercise, unless modified by supplemental agreement. Any such modification will be consistent with the language included in this RFP and established in the resulting contract. **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 proposed formulas that yield a larger Net Fee than that yielded by NYSDOT’s formula will not be accepted. Larger fees will be adjusted downward 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.

## **MISCELLANEOUS**

Proposing Prime firms/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, MBE/WBE Participation Information**.

**Attachment 10 Cost Proposal Spreadsheet which accompanies this RFP will serve two purposes – it serves as an example of the Cost Proposal Spreadsheet/worksheets and shall serve as the shell document for use in the submission of the Proposing Prime firm/offeror’s cost proposal. This Excel document may be accessed on the NYSDOT website under Contract C030791.**

**A CD with the Excel file of the Cost Proposal Spreadsheet is to be submitted with the completed Cost Proposal. The file is not to be locked.**

**Attachment 10 Cost Proposal Spreadsheet**

Utilize the Excel Spreadsheet accessible on the NYSDOT Website under Contract C030791.