



Department of Transportation

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REQUEST FOR PROPOSALS
for
Land Surveying Equipment & Services for NYSDOT Office of Design (Contract #C031295)
and
Land Surveying Equipment & Services for NYSDOT Office of Construction (Contract #C031403)

October 7, 2015

To All Concerned:

The New York State Department of Transportation (NYSDOT) is releasing the Non-Engineering Request for Proposals (RFP) referenced above. NYSDOT is seeking to competitively select one responsive and responsible Consultant to provide professional services to:

- 1) Provide Land Surveyors in NYSDOT's Office of Design with hardware, software, training, maintenance and support needed to produce field surveys of the Department's capital projects; and
- 2) Provide NYSDOT's Office of Construction (OOC) with hardware, software, training, maintenance and support needed to produce field surveys of the Department's capital projects.

All information necessary for the submission of your proposal is contained in this Request for Proposals.

Any questions regarding this project or proposal should be directed to Barbara Sonenberg, the designated NYSDOT Contract Management Bureau contact for this solicitation, via e-mail at: barbara.sonenberg@dot.ny.gov.

Please note the following **Tentative Dates and Deadlines**:

Pre-Proposal Webinar	October 16, 2015
Question Submittal Deadline	October 23, 2015
Answers to Questions Published	October 30, 2015
Proposals Due	December 3, 2015 at 2:00 PM (EST)
Proposal Evaluation Begins	December 2015
Technical Presentations	January 2016
Contract Negotiations	January-February 2016
Contract Execution	April 2016

If you are interested in developing a proposal in response to this solicitation, please complete the attached RFP Response Form. ***Instructions for complying with the Procurement Lobbying Law are also included.*** It is the policy of New York State to maximize opportunities for the participation of

New York State business enterprises, including disadvantaged, 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.nylovessmallbiz.com/home.asp>

The New York State Department of Transportation (NYSDOT) encourages 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>

Contract #C031295 has a combined M/WBE Subconsultant Participation Goal of 30% and Contract #C031403 has a combined M/WBE Subconsultant Participation Goal of 30%. Only certified MBE and WBE subconsultants listed in Empire State Development's M/WBE directory by the proposal due date are eligible for participatory credit in this procurement. Please see the RFP for more information

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) Section 165-a, effective April 12, 2012. This act may be viewed in its entirety at <http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf>. Pursuant to SFL Section 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). The list may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that, it will not utilize, on such Contract, any subcontractor that is identified on the prohibited entities list. Additionally, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list. During the term of the Contract, should the New York State Department of Transportation (NYSDOT) receive information that a Bidder/Contractor (or any assignee) is in violation of the above-referenced certification, NYSDOT will offer the Bidder/Contractor (or any assignee) an opportunity to respond. If the Bidder/Contractor (or any assignee) 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 bid or 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.

We look forward to the receipt of your proposal.

Sincerely,
WILLIAM A. HOWE
Director, NYSDOT Contract Management Bureau

RFP RESPONSE FORM:**C031295 and C031403 RFP**

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

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

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

Name and Address of Organization (Include Zip Code):

Signature: _____ Date: _____

Types of Printed Name and Title: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

RFP Title: _____

Please send to:

* E-Mail: barbara.sonenberg@dot.ny.gov RE: #C031295 and #C031403

* Regular Mail:

New York State Department of Transportation
Contract Management Bureau, 6th Floor
50 Wolf Road
Albany, New York 12232
ATTN: Contract #C031295 and #C031403

* Fax: 518-457-2875

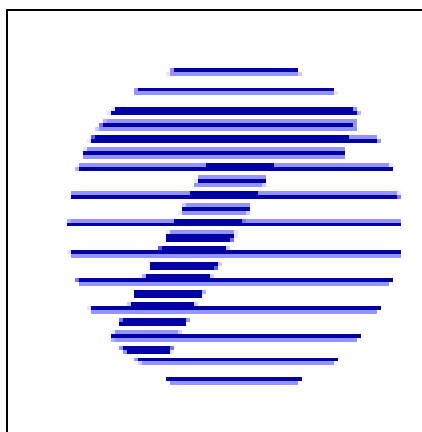
NEW YORK STATE DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS

**Land Surveying Equipment & Services for NYSDOT Office of Design
Land Surveying Equipment & Services for NYSDOT Office of Construction**

Contract #C031295 (Design) and #C031403 (Construction)

October 7, 2015



Proposal Due Date: December 3, 2015

Proposal Delivery Location:

Director, Contract Management Bureau
NYS Department of Transportation
50 Wolf Road, 6th Floor
Albany, NY 12232
Attention: Barbara Sonenberg

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

**Land Surveying Equipment & Services for NYSDOT Office of Design (Contract #C031295)
and
Land Surveying Equipment & Services for NYSDOT Office of Construction (Contract #C031403)**

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REQUEST FOR PROPOSALS

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Land Surveying Equipment & Services for NYSDOT Office of Design (Contract #C031295) and Land Surveying Equipment & Services for NYSDOT Office of Construction (Contract #C031403)

1. INTRODUCTION

1.1 Purpose

The New York State Department of Transportation (NYSDOT) has issued this Non-A/E Best Value Request for Proposals (RFP) seeking proposals to award two contracts to One responsive, qualified and responsible consultant team to provide New York State Department of Transportation (NYSDOT) Office of Construction (OOC) with hardware, software, training, maintenance and support needed to produce field surveys of the Department's capital projects; and to provide NYSDOT Office of Design Land Surveyors with hardware, software, training, maintenance and support needed to produce field surveys of the Department's capital projects.

1.2 Project Background

The previous contract #C030867 chiefly served the Office of Design and included elements for the Office of Construction. As there has been increased need for services/equipment for the OOC, NYSDOT has determined that a separate contract will be executed for the Office of Construction. Due to many similar requirements between these two DOT Program Areas, and because the State should receive a better value with a combined procurements awarding two contracts, one RFP is being utilized.

2. PROJECT AND CONTRACT OBJECTIVES

2.1 Project Objectives

The intent of the Design survey contract is to provide NYSDOT Land Surveyors with all the equipment needed to perform control surveys, property boundary surveys, collect terrain data, download and process data that can be directly transferred into the Department's standard engineering CADD software, currently Bentley Microstation/InRoads, to produce mapping, digital terrain models and geometry. After engineering design, crews will also be able to transfer engineering design data into field equipment. Upon delivery of equipment and training NYSDOT surveying crews will be able to perform field surveys efficiently. Maintenance and follow up yearly training through the contract term will assure crews continually have functioning equipment. All equipment shall be capable of meeting the required standards and procedures in the NYSDOT Land Surveying Standards and Procedures Manual.

The intent of the Construction survey contract is to provide NYSDOT Construction survey crews with all the equipment needed to perform control surveys, property boundary surveys, collect terrain data, download, edit and process data that can be opened/imported into the Department's standard design software, Bentley Microstation/InRoads Survey (Select Series 2, Select Series 3 and Select Series 4) as well as Autodesk Civil 3D, hereafter referred to as the Department's CADD Software (subject to possible change), to produce mapping, digital terrain models and geometry. After engineering design,

crews will also be able to open/import design data into field equipment and perform stakeout/inspection using this field equipment. Maintenance and follow up yearly training through the contract term will assure NYSDOT crews are knowledgeable of the available software updates and continually have functioning equipment. Upon delivery of equipment and training NYSDOT Construction survey crews will be able to perform construction field surveying tasks efficiently.

2.2 Contract Objectives

1. To hire one responsive, responsible, experienced, knowledgeable and qualified consultant.
2. For all offerors to accept the RFP's Draft Contract Terms and Conditions (**Attachment 1**) as is.
3. Contract Award: Two contract awards to One selected Consultant shall be made under this RFP solicitation. Contract number C031295 is being used to record this procurement. Contract #C031295 shall be assigned to the Design contract and Contract #C031403 shall be assigned to the Construction contract.
4. 30% Combined MWBE Goal: Via this solicitation, each awarded contract shall have its own 30% combined MWBE subconsultant participation goal, to provide a utilization opportunity for certified minority or women-owned firms to participate in these contracts (see RFP section 2.3 below).
5. Contract Term: The term of each resultant agreement from this solicitation will be five (5) years. **Attachment 1** contains the RFP's Draft Contract's Terms and Conditions for each of the resultant agreements.
6. Method Of Payment: Twenty equal, all-inclusive quarterly payments. Consultant will be paid quarterly based on submitted, acceptable quarterly billings. Quarterly payments may alter depending on NYSDOT's ability to procure additional items under each contract.
7. Consulting Arrangements: Only one (1) responsive and responsible Prime Consultant (or team of consultants wherein the contract will be with the Prime Consultant) will be retained under both contracts, with the one Consultant being awarded both resulting contracts based on best value. Subconsulting and teaming arrangements are encouraged. Joint ventures are NOT allowed.
8. Best Value Selection: To select the Best Value offered to NYSDOT from the responsive and responsible firms which respond to this RFP and compete for contract award.
9. Fair and Equitable treatment of all firms participating in the competitive consultant selection process.
10. Title VI Assurance: The New York State Department of Transportation (NYSDOT), responsive and responsible firms which respond to this RFP in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to a written NYSDOT solicitation, request for proposal or invitation for bid that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the **grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.**
11. Equal Opportunity: The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary,

Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to a written Department solicitation, request for proposal or invitation for bid that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

2.3 Minority-Owned Business Enterprise and Women-Owned Business Enterprise Subconsultant 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 Enterprise subconsultants in this solicitation. The level of Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) subconsultant participation will be relevant to the process of selecting proposals that will best achieve the contract 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 M/WBE Subconsultant Participation Goal of 30% for Contract #C031295, and has established a combined M/WBE Participation Goal of 30% for Contract #C031403 for this solicitation. Meaningful participation by subcontractors **who are certified** as an M/WBE counts toward each contract's combined 30% M/WBE participation goal. Meaningful subconsultant participation is defined as providing commercially useful functions or services. These services should:

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

Interested proposers should verify their attainment of the above established M/WBE participation goals by completing **Attachment 9 MBE and WBE Participation Information**. For participation to count towards the Department's MBE goals and/or its WBE goals set for this solicitation, the offered MBE and/or WBE participating firm must be currently certified by Empire State Development (and listed on ESD's website) by the proposal due date. If a proposal does not meet C031295's combined 30% M/WBE participation goal or if a proposal does not meet C031403's combined 30% M/WBE participation goal, the firm must provide evidence of a good faith effort by completing **Attachment 10 MBE and WBE Participation Solicitation Log (one for each contract, as applicable)**.

Additionally, if the firm does not meet the specified MWBE goal for either contract, the firm must include in its submission a **MBE and/or WBE Goal Attainment Explanation Letter** (one for each contract, as applicable) explaining why the firm was unable to meet the applicable M/WBE goal (in full or if partially), which serves to substantiate the firm's good faith effort. The letter(s) should include sufficient justification as to why the goal was not met or was met partially (as applicable) 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 Contractor or via subcontract (it is possible to submit two letters, if both 30% goals are not met).

The above forms and letter(s) must be included in the contract section of your Cost and Contract proposal. Firms are advised to refer to RFP Section 5.1 for the procedure the Department will follow in evaluating a firm's proposed MBE and WBE participation.

2.4 Minimum RFP Responsiveness Requirements (Proposal Pre-Screening)

1. **COMPLETE PROPOSAL.** Any Firm that does not provide a complete proposal (complete Technical and Management submission and complete Cost submission per RFP Section 4) by the proposal due date may be determined to be non-responsive and may be removed from further consideration prior to the technical evaluation of proposals. It is NYSDOT's sole discretionary determination as to whether a proposal is complete. **Any firm deemed non-responsive shall have its proposal removed from further consideration (prior to the technical evaluation of proposals). It is recommended that the tables in RFP Section 4 be used to ensure all necessary documentation and are in your technical and cost proposal submissions.**
2. **LATE PROPOSAL.** Any proposal received after the submittal due date/time shall be deemed to be non-responsive. Late proposals will not be considered for contract award. Proposers that plan to deliver their proposals should ensure receipt, in NYSDOT Contract Management's Bureau's office, by the proposal due date/time. Note that the deadline is for receipt of the proposal at NYSDOT's office located at 50 Wolf Road, Albany, New York, not for the mailing or entrusting of the proposal to a delivery service.
3. **RFP DRAFT CONTRACT.** Acceptance of the RFP's Draft Contract Terms and Conditions as is (see **Attachments 1 and 2**).
4. **PLL FORMS.** Submission of acceptable completed Procurement Lobbying Law forms (**Attachment 3**).
5. **RFP Modification Acknowledgment Forms** (if any).
6. **Combined 30% MWBE GOALS.** Submission of a proposal which meets/exceeds the RFP's MWBE goals for both contracts or submission of an acceptable Good Faith Effort (for both contracts, as applicable).
7. NYSDOT will not accept facsimile or e-mailed proposals in response to this RFP.

3. SCOPE OF SERVICES

3.1 Services for the Office of Design

Upon delivery of equipment and training, NYSDOT Land Surveyors will be able to perform field surveys efficiently. This includes ability to efficiently traverse, feature code, create linework, process/edit data, and transfer into the Department's standard CADD software. Maintenance and follow-up yearly training through the contract term will assure crews continually have functioning equipment. Maintenance, training and support shall also be included for all supplied hardware, software and accessories. Maintenance will be provided free of charge for any item in this contract that fails due to normal use.

At the end of the lease contract, all instruments, data collectors, tripods, prisms, prism poles and leveling staffs included in the Survey Equipment Packages will be returned to the vendor. NYSDOT will collect the equipment at a single location within NYS for the vendor to pick up.

The selected Consultant shall have been in existence for two years prior to the proposal due date, and have had a solution that meets the RFP requirements for one year prior to the proposal due date.

These packages shall be provided to NYSDOT by a single vendor who will demonstrate and guarantee that all hardware and software components function together and meet all of NYSDOT's requirements under this RFP.

1. **Deliver Equipment.** All software and licensing required by this contract shall be delivered to NYSDOT within 10 business days after the contract is executed and a Notice to Proceed is issued by NYSDOT. All hardware shall be delivered to the DOT project manager at NYSDOT, 50 Wolf Rd. Albany, NY 12232 during the week prior to the scheduled training. All software, hardware and associated delivery costs shall be provided at no additional expense to the Department and over the complete duration of the Contract.
2. **Provide Training.** All the following listed training shall be provided at no additional expense to the Department under the terms and conditions and over the complete duration of the agreement. The cost of all training shall be included in the total contract price. Initial training shall consist of a minimum of ten (10) business days. These initial 10 days may be separated by function (Total Station/Digital Level, GNSS, Scanning, Survey Processing) and may be separated in time and location to accommodate travel restrictions on NYSDOT staff. Follow-up training shall occur yearly and shall consist 5 days of on site training sessions; again these five days may be separated by function and time. All training will be at a facility provided by NYSDOT. NYSDOT will provide computers for the training sessions. There will be about 35 persons at each training session. Any on-line training webinars, recorded videos, remote support tools, support groups and documentation shall be made available to NYSDOT as part of this contract with no additional charge.
3. **Maintenance/Technical Support** for all supplied hardware, software and accessories. Maintenance will be provided at no additional expense to the Department and over the complete duration of the Contract for any item in this Contract that fails due to normal use.

Vendor shall provide one contact to arrange maintenance of all equipment included in this contract. This contact shall provide same day response to coordinate maintenance. Vendor shall provide a dealer within NYS that will accept all items in need of maintenance. Upon receiving equipment for repair, vendor/dealer shall determine whether repair/replacement will occur within 5 business days of receiving item(s). If repair/replacement is not going to occur within 5 business days vendor/dealer shall provide loaner equipment by the 6th business day. NYSDOT shall pay for any shipping needed to deliver items to the dealer within NYS. The vendor shall be responsible for any shipping costs to/from the manufacturer or repair center and any shipping back to NYSDOT. Maintenance shall include all repairs of day to day breakdowns of any equipment included in this contract. This might include, but is not limited to cable breakage; batteries which don't hold their charge; motor malfunctions; horizontal or vertical circle malfunction, tangent screw malfunction; memory, program or electrical power malfunction; maladjustment of measuring or centering devices or any item that may inhibit the package from performing as required. Maintenance of equipment including calibration, cleaning and adjustment of equipment shall occur as required for repair or yearly, at a time to be determined by the Department.

All software including firmware and office importing or processing applications provided by the vendor under this contract shall be kept current with the most recently released versions, upgrades, service packs and/or fixes. The vendor shall notify the Department of all new firmware or software upgrades, fixes or new versions when they become available. These changes shall be evaluated by the Department and if deemed appropriate, the software and/or firmware shall be provided to the Department or be installed by the vendor at the Department's discretion and at no additional cost. All software shall include site licenses or license pooling. Any application needed to manage software licensing shall be included.

Hardware and software support shall include telephone assistance during normal NYSDOT business hours, programming fixes to correct operational problems, and provisions to provide service patches. The technical support group shall respond to all trouble calls within eight (8) business hours, and shall provide software fixes. The vendor shall provide a written description in their proposal of how this phone support will be provided in their proposal. Proposal can also include alternate support methods to assist users remotely via the internet.

3.2 Design Deliverables Requirements: Table 1

Your proposal must address all of the requirements listed in Table 1. Use the right-most column to indicate whether each requirement has been met or not (Y or N). Rows with no right-most column are to remain blank (titles only; no response required). The left most column is reserved to assign each requirement a unique requirement ID number. **If any row in the requirement table response is left blank, the RFP's default rule is to assume that the requirement is not met.**

Project Objectives		
1	Twenty-five (25) Robotic/Imaging Total Stations	
2	Thirty-six (36) GNSS receivers	
3	Eleven (11) RTK Bridge devices	
4	Sixteen (16) digital levels	
5	Two (2) laser scanners (terrestrial LIDAR)	
6	<p>The surveying equipment provided in this contract shall provide a seamless flow of data collected from the total stations, GNSS receivers, digital level, and laser scanner into the departments' standard CADD software following NYSDOT CADD standards. Seamless flow shall mean that no reformatting of the data will be necessary. The current NYSDOT standard CADD software is Bentley Microstation/InRoads. The field data collection software supplied in this RFP shall be able to produce a job file that can be transferred directly into Bentley Microstation/InRoads. Included in this transfer shall be all setup, traverse observations, sideshot observations, linework, feature coding, attributes, images etc.</p> <p>Processing software shall also be provided to enable editing of raw data including prism types, target heights, traverse observations, sideshot observations, feature coding, attributes, linework, images etc. Processing software shall enable processing/adjusting of traverses, processing/adjusting of GPS data, processing/adjusting of leveling data, processing/registering of scan data etc.</p> <p>Processing software shall enable reporting on all types of data including the raw unedited field notes.</p> <p>Processing software shall be able to produce a project file that can be transferred directly to Bentley Microstation/InRoads. Included in this transfer shall be all setup, observations, linework, feature coding, attributes, and images etc..</p> <p>If during this contract the department changes CADD software the vendor shall assure all job and project files can continue to be transferred to the departments CADD software.</p>	

7	The data collectors provided for the total stations and GNSS receivers shall be the same make and model and will make use of the same data collection software. Each data collector shall be capable of collecting data from the total station and/or the GNSS receiver.		
Minimum Total Station Requirements			
8	The Total Stations shall meet the criteria for performing at least second order class II traversing as defined in the Standards and Specifications for Geodetic Control Networks by the Federal Geodetic Control Committee, 1984. These Total Station Packages shall include a fully robotic/imaging total station instrument with reflectorless EDM technology, capable of collecting wide angle and close up imaging, capable of streaming images to data collector; a separate hand-held data collector, software, training, tripods and various miscellaneous items, as specified below. The data collectors provided for the total stations and GNSS receivers shall be the same make and model and will make use of the same data collection software. Each data collector shall be capable of collecting data from the total station and/or the GNSS receiver		
9	Angle Measurement Accuracy	1.0"	
	Distance Measurement:		
10	EDM Types	self contained coaxial, and reflectorless	
11	Accuracy	2 mm + 2 ppm or less	
12	Reflectorless Accuracy	3 mm + 2 ppm or less	
13	Range with Prism	3000 m or greater	
14	Range Reflectorless	500 m or greater	
15	Imaging. Capable of gathering images, both wide angle overall, and telescopic and seamless viewing of said images through a live video stream on the provided data controller. Images should be geo-tagged or able to be assigned to a located point and be linked to said points when imported into Bentley Microstation/InRoads and AutoCAD Civil 3d		
16	Axis Compensation	Shall be Dual Axis	
17	Setting Accuracy	Shall be 1.0" or less	
	Instrument Hardware: The total station shall:		
18		Be motorized, servo driven, or have some method of automated drive	
19		Have telescope magnification of 30x or greater	
20		Have fully robotic Auto Tracking (can track prism automatically with no special target/prisms required)	
21		Automatically and precisely lock onto the center of the target/prism after getting target into field of view using a passive (standard) prism. (Auto Aiming)	
22		Have some method of target recognition to avoid locking onto other reflective surfaces	
23		Automatically track prism once locked on. (Auto Tracking)	
24		Automatically locate the prism in or out of the field of view by means other than standard search modes and have the ability to direct the instrument to the prism within 5 seconds of loss of lock. (Auto Searching)	

25		Have Automatic Traverse Sets (once sighted on backsight and foresight, instrument must be capable of turning two (2) sets of angles in direct and reverse face using BS direct, FS direct, FS inverted and BS inverted using the auto tracking capability. Each set of horizontal observations will resolve to a sum of 360 deg. +/- 5 seconds. Each set of vertical observations will resolve to a sum of 360 deg. +/- 10 seconds. Both sets of observations combined will also be required to close within these specifications	
26		Be controllable using the data collector at the prism pole to a distance of at least 800 meters	
27		Include an instrument display and keypad capable of running data collection software on instrument.	
28		Have endless tangent screws	
29		Be able to communicate with the data collector using a wireless connection	
30		Be able to communicate with a wire connection. Communication wire shall be included	
31		Be able to download data wirelessly and with wire. Download wire shall be included	
32		Have a battery power indicator and be able to accurately display a low battery warning	
33		Have dust proofing and water proofing to at least an IP54 rating	
Batteries/ Chargers:			
34		Three (3) O.E.M. onboard 7V or greater rechargeable Li-ion batteries with minimum operating time of five (5) hours each operating under normal conditions at 20° C	
35		One (1) O.E.M. battery charger (110V) for supplied Li-ion batteries	
36		One (1) O.E.M. 12 volt auto converter with alligator clips and connecting cable to the supplied total station	
37		Onboard Instrument Operation Software including all versions and updates as they become available	
Standard Components not listed above. Each total station package shall include:			
38		One (1) hard shell protective carrying case (Pelican quality or equal)	
39		One (1) tool kit with case	
40		One (1) silicon cloth	
41		One (1) silicon cloth	
42		One (1) rain cover	
43		One (1) plumb bob set	
44		One (1) lens cap	
45		One (1) instruction manual	
46		One (1) tribrach measuring tool	
47		Any other standard components normally delivered	
Accessories. All accessories shall be the best available professional grade OEM equipment unless otherwise specified. Accessories to be included with each total station package are as follows:			
48		Four (4) heavy duty wooden tripods with dual locking mechanisms and replaceable tips	
49		Four (4) optical plummet tribrachs	

50		Four (4) single prisms including tilting prism holders with sighting collimators. All four single prisms will have the same prism offset and be appropriate for use with auto tracking (shall be able to be tracked by instrument without the aid of batteries or diodes)	
51		One (1) mini prism with bulls eye bubble, target spike and protective bag. The mini prism offset shall have the same prism offset as the single prisms listed above	
52		One (1) 360 deg. prism (prism shall be able to be tracked without having to aim it at instrument)	
53		Four (4) H.I. adjustable rotatable tribrach adapters. Tribrach adapters shall be adjusted to supplied total station height	
54		One (1) 2.5 meter lightweight composite telescoping prism pole	
55		One (1) 3.6 meter aluminum telescoping prism pole	
56		Both prism poles shall have 0.01 ft/10mm graduations. Each prism pole shall include a bulls eye level bubble, steel body point, topo shoe and two stage adjustable top threaded tip. Each prism pole shall also contain a locking pin and either a 'SurLok', 'Quick-Loc' or 'Grip-Tite' locking mechanism. Quick Release or Collet (compression) locks will not be accepted	
57		NOTE: Accessory items may be arranged in sets which include two (2) Tribrachs, two (2) single prisms, two (2) H.I. rotatable adapters, with each set being supplied comfortably in a hard shell (Pelican) protective case.	
GNSS Receiver Requirements			
58	The GNSS Receiver shall provide a seamless flow of field data from the Data Collection software to NYSDOT's Standard CADD Software, Bentley Microstation/InRoads . These GNSS rover packages shall include a Geodetic GNSS receiver with integrated antenna, accessory equipment for surveying, and planning/post processing software. GNSS rovers shall include a CDMA modem for connecting to the Verizon Wireless Network and the NYSNet CORS/RTN and shall be capable of using RTCM Version 3 MAC Network RTK (NRTK) corrections. GNSS receivers shall also include a license free 900 mhz spread spectrum radio modem to enable use of RTK on a project using a local base station.		
59	The data collectors provided for the total stations and GNSS receivers shall be the same make and model and will make use of the same data collection software. Each data collector shall be capable of collecting data from the total station and/or the GNSS receiver		
60	Each GNSS receiver shall be capable of being integrated on the total station prism pole rod to allow the data collector to collect either total station or GNSS data in the same job. The total station package shall include all necessary hardware and software to integrate the GNSS receiver on the prism pole		
General Requirements: The GNSS receivers shall:			
61		Be capable of performing FGCC order-B geodetic surveys on baselines of 20-70 km in static mode, order-C1 and C2-1 surveys on baselines <20 km in static mode, order C2-11 on baselines <7km in fast static or kinematic modes and order C2-11 surveys on baselines <5km in Real Time Kinematic mode	
62		Be capable of obtaining accurate three-dimensional survey data in static, rapid-static, stop & go, kinematic, and RTK modes	

63		Provide the full range of currently practical and useful static and dynamic operating modes, regardless of the specific terminology used to label those capabilities	
64		Incorporate some inherent means for overcoming the effects of P-code encryption without loss of accuracy or performance	
65		Be able to operate as a RTK base, rover, or repeater regardless of configurations and include integrated or modular RTK communication modems	
66		Include the latest technology which accepts triple frequency signals	
67	Frequencies: Triple Frequency, L1, L2 and L5 from GPS/GLONASS/Galileo		
68	Channels shall include a minimum 120 channels with the capacity to track the following signals from all available satellites simultaneously:		
69	GPS Channels:	L1 C/A Code, L2C, L1/L2/L5 Full Cycle Carrier	
70	GLONASS Channels:	L1 C/A Code, L1 P Code, L2 P Code, L1/L2 Full Cycle Carrier	
71	Galileo:	E 1/2/5a and L1	
	Measurement Accuracy. Code differential GNSS positioning performance:		
72	Horizontal:	$\pm 0.25 \text{ m} + 1 \text{ ppm RMS (times baseline length)}$	
73	Vertical:	$\pm 0.50 \text{ m} + 1 \text{ ppm RMS (times baseline length)}$	
74	WAAS differential positioning accuracy:	$< 5 \text{ m 3DRMS}$	
	Measurement Accuracy. Static and Fast Static GNSS surveying performance:		
75	Horizontal:	$\pm 5 \text{ mm} + 0.5 \text{ ppm RMS (times baseline length)}$	
76	Vertical:	$\pm 10 \text{ mm} + 1 \text{ ppm RMS (times baseline length)}$	
	Measurement Accuracy. Kinematic surveying performance:		
77	Horizontal:	$\pm 10 \text{ mm} + 1 \text{ ppm RMS (times baseline length)}$	
78	Vertical:	$\pm 20 \text{ mm} + 1 \text{ ppm RMS (times baseline length)}$	
79	Initialization time:	$< 10 \text{ seconds typical}$	
80	Initialization reliability:	$> 99.9\%$	
	Tracking. GNSS Receivers shall be capable of tracking:		
81		All available satellites, even if SV is unhealthy, to an elevation angle of 0°	
82		GPS Satellites	
83		GLONASS satellites	
84		Galileo satellites	
	GNSS Receivers shall:		
85		Have technology that enhances low power satellite signal acquisition	
86		Provide improved tracking in areas of high radio interference such as under power lines, around airports, near radio-intensive construction sites	
87		Also increase the ability to work near trees due to minimal signal lock loss	
88		Have extremely low noise C/A code tracking technology	
89		Have multipath mitigation techniques	
	Encryption Handling:		
90		When Anti-Spoofing (A/S) (P-code encryption) is activated, the receiver shall measure L1 C/A pseudo ranges, L2, L2C range measurements and the full cycle L1, L2 and L5 carrier phases	

91		Receivers shall be capable of automatically switching tracking modes when P-code is encrypted without losing accuracy and have the same capability to measure the same length baseline as prior to P-code encryption	
92		Performance shall not be lower during times when A/S is activated, compared to times when A/S is not activated	
	Collection Methods:		
93		GNSS receivers shall be capable of operating in and providing data for all the following GNSS survey scenarios:	
94		Static	
95		Rapid State	
96		Stop-and-Go	
97		Kinematic	
98		Real-Time Kinematic (RTK)	
99		Kinematic On-The-Fly	
100		Single Point Positioning	
101		Post-Processed Ambiguity Resolution in OTF mode or static initialization	
102		When used with a data collector/controller, the receiver shall be capable of performing Static, Rapid-Static, Kinematic, RTK surveys	
103		When used with a data collector/controller and an RTK communication device, the receiver shall be capable of performing Real Time Kinematic surveys	
104		When used without a handheld controller, the data collected shall be able to be processed as Static or Rapid-Static data within the manufacturers' centimeter level processing system	
105	Memory. Memory must be recoverable and capable of recording at least 5 days of data at a 1 second sampling interval with a minimum of 9 SVs. The satellite data shall be logged on either a removable Industry Standard Compact Flash (CF) or Secured Digital (SD) card or fixed internal memory residing in the GNSS receiver		
	SD Card Data Storage:		
106		The industry standard Secured Digital (SD) memory cards shall fit into any GNSS receiver. The memory card shall be able to download into any SD card reader	
107		GNSS data shall be able to download to personal computer either by direct transfer through a standard CF/SD slot, or an external CF/SD card reader or USB download connection	
	Fixed Internal Memory Storage:		
108		Data shall be stored in flash memory, so that no battery backup is required for the data storage memory	
109		When data is deleted using an external controller or PC, the files shall be recoverable at a later date if the memory has not been used for storage of new data. The reuse of data storage used by previously deleted files shall be on a first in first out basis. The system shall never automatically delete files	
	Data Recording:		
110		Data recording rate shall be user-selectable from 1 to 60 seconds	

111		Upon startup and satellite tracking the receiver shall be capable of automatically logging GNSS data using predefined data collection parameters to a data file	
112		Receivers shall be capable of logging raw data, RINEX data, and outputting NMEA.	
	Data Interface:		
113		The GNSS receiver shall have a method of indicating the following information without requiring a separate hand held unit:	
114			If the power is acceptable or low
115			If the system receiver is tracking four (4) or more satellites, less than four (4) satellites or no satellites
116		The receiver shall have:	
117			Dual RS232 ports for serial input/output and data collector control
118			At least one (1) external power port
119			At least one (1) Bluetooth port
120			The ability to communicate with any third party interface
	Batteries/Chargers:		
121		Each receiver shall be supplied, as a part of this contract, with a primary internal or modular removable, rechargeable battery system sufficient to operate the receiver for five (5) continuous hours in a post-processed mode and eight (8) continuous hours in an RTK mode. If two batteries are needed to achieve they shall be hot swappable and shall be supplied	
122		The battery shall be of a technology that does not have memory effects (i.e. lithium ion)	
123		The battery shall be fully sealed	
124		There shall be protection within the system to protect against over charging	
125		The system shall automatically swap between power sources due to a low battery or battery removal without any effect on the survey. There shall not be a cycle slip or a new logging file created	
126		The system shall alert the operator that power level is low and allowing sufficient time to connect another power source without interrupting the measurement process	
127		Should power failure occur, the system shall save all GNSS measurements recorded before power failure, on either a CF/SD card or internal memory	
128		After a power failure the system shall restart with the same settings that were used before the power failure	
129		On a dual battery power system, batteries shall be interchangeable without powering down the GNSS system or interfering with the GNSS operation	
130		It shall be possible to use any 12 Volt lead acid battery with the system	
131		Each receiver shall also be accompanied by enough charging units of an appropriate type so that all batteries can be recharged simultaneously in no longer than twelve hours	
	Antenna:		

132		The antenna component shall be integrated with the receiver	
133		The antenna supplied shall have a current phase center calibration completed by the National Geodetic Survey	
134		The antenna shall be capable of receiving GPS L1, L2, L2C, L5, GLONASS, and Galileo Frequencies	
135		The antenna shall have an extremely stable horizontal phase center stability that does not require orientation and include an integrated ground plane	
136		The design and construction of the antenna shall protect it from all environmental elements	
137		The antenna shall be waterproof and dustproof and able to function reliably under extreme adverse weather conditions (i.e. rain, sleet, snow, and direct sunlight) in temperatures ranging from -20° F to 120° F and up to 100% humidity without sustaining any damage	
138		Mounting for the antenna will fit any standard surveying tribach adapter with 5/8" threads	
139		The antenna shall be able to communicate with the data collector by both cable and Bluetooth connections. A cable shall be included for this purpose	
Environmental. Each receiver and antenna shall:			
140		Operate in a temperature range that meets Military Standards without sustaining damage	
141		Be able to be stored in a temperature range that meets Military Standards without sustaining damage	
142		Be designed and built so that no damage will result from operation in the following weather conditions:	
143		Temperature from -20° F to + 120° F	
144		Maximum humidity up to 100%	
145		Be fully sealed and waterproof	
146		Tolerate a three (3) foot drop to a hard surface	
Real Time Kinematic (RTK) Communications:			
147		Each GNSS receiver shall be capable of operating as an RTK base, rover, or repeater	
148		All receivers shall include a CDMA modem and a radio communication modem for transmitting/receiving RTK corrections	
149		All receivers shall be capable of connecting to the NYSNet Real Time Network (RTN) with NTRIP and be capable of using RTCM Version3 MAC Network RTK corrections.	
150		All receivers shall be capable of RTK at an unlimited range within the NYSNet RTN.	
Cell Modem:			
151		Per RFP SECTION 3.2.1: Each GNSS receiver shall be supplied with an integrated or modular CDMA modem capable of connection to the Verizon data network in NYS. CDMA modems will be activated on the Verizon network by NYSDOT. NYSDOT will be responsible for the monthly activation fees. An external antenna shall be included for the cellular modem.	
Radio Modem:			

152		Each GNSS receiver shall be supplied with an integrated 900 Mhz spread spectrum radio modem that does not require FCC licensing. An external antenna shall be included for the radio modem	
153		The radio modem shall be capable of operating as a base, rover or repeater, and capable of a range of at least 2 miles	
	Accessories. Each GNSS receiver shall:		
154		Be supplied with all components and accessories required to properly conduct static and rapid-static surveys	
155		Be supplied with all hardware, software, data collectors/controllers, range poles, attachments and accessories to conduct kinematic surveys, post-processed OTF kinematic surveys, and RTK surveys as base or rover units	
156		Include a two (2) meter carbon fiber snap lock range pole (Seco #5128-20 or OEM equivalent), capable of being fixed at two (2) meters in height, and collapsed for transport. Each range pole shall have an attachable quick lever bi-pod (Seco # 5217-04-XXX or OEM equivalent)	
157		Include a three (3)-magnet GNSS mag mount (Seco # 5114-00-XXX or equivalent) and a GNSS quick release adapter for a 5/8" thread (Seco#5187-00)	
158		Include a standard aluminum adjustable (1.5, 1.8, and 2 meter) graduated height tripod with integrated liquid filled compass, precise leg adjusters (Seco #5119-11-XXX or OEM equivalent), and carry bag (Seco #8154-00-XXX or OEM equivalent)	
159		Be supplied with an OEM carry case (hard or soft) for safe transportation of the equipment	
RTK Bridge Device Requirements			
160	The RTK bridge devices shall include a Verizon cdma modem capable of connecting to the internet, L1 gps capable of providing a navigation position, a cellular amplifier/external cellular antenna, and a 900 mhz spread spectrum radio/external antenna capable of broadcasting to the GNSS receivers..		
161	RTK Bridge device shall provide survey crews the ability to drive to location on projects site that has cell service and connect to the internet and the NYSNet RTN, then be able to broadcast RTK corrections to the specified rovers using the radio modems. Responses could propose alternative solutions that can provide similar service.		
	Hardware.		
162	Each RTK Bridge device shall include the following		
163		A Verizon CDMA modem capable of connecting to the internet	
164		L1 GPS capable of providing an navigation position.	
165		A cellular Amplifier/external antenna	
166		A radio modem capable of broadcasting to the supplied rover radios, including an external radio antenna.	
167		Act as a wifi hotspot for data collectors specified below.	
Data Collector/Controller Requirements			
168	Hardware.		

169	One handheld Data Collector/Controller (latest model available) shall be supplied with each GNSS receiver and each total station. Each data collector/controller shall:		
170		Be capable of configuring the GNSS receiver and total stations	
171		Permit the user to program and store multiple survey configurations prior to the actual field measurements	
172		Allow such configuration files to be saved and copied to other similar hardware in a simple manner	
173		Have a color touch screen	
174		Have a full alphanumeric hard button keyboard	
	Operating System:		
175		The data collector/controller shall be Microsoft Windows-based with a graphical user interface	
176		Operating system software versions and updates shall be provided as required to run the most current version of the data collection software	
	Land Surveying Data Collection Software. The data collector/controller shall:		
177		Include the manufacturer's current data collector software that will produce a file that the vendor guarantees can be opened or imported flawlessly into Bentley Microstation/ InRoads Survey as well as Autodesk Civil 3D (latest available version) to produce mapping and digital terrain models (DTMs)	
178		Produce field notes in an ascii text format	
179		Produce a TDS.raw format file	
180		Communicate with the supplied total station and GNSS receiver	
181		Operate the supplied total station auto tracking functions	
182		All software version updates shall be provided as available	
183		Allow creating of configuration sets or styles for use with different survey methods	
184		Allow for setup and orientation of total station including orientation by control point, known azimuth, and resection	
185		Allow for collecting RTK control points while using them to orient the total station by resection	
186		Be capable of defining feature attributes and storing attribute values with the terrain data observations	
187		Be able to enter point descriptions, attribute information, and line work coding. All of which should be directly transferrable to Bentley Microstation/InRoads Software and AutoCAD Civil 3d	
188		Be able to assign multiple feature codes to points	
189		Be capable of capturing images and storing them with points	
190		Be capable of capturing an overall, 360 deg. image	
191		Be capable viewing streamed image from total station	
192		Be able to record all raw observations including multiple observation sets, offset shots, etc	
193		Include a map view that allows editing of survey shots interactively, includes point and linework creation, and allows editing of points, feature coding and linework.	

194		Include ability to create feature templates to allow taking shots in cross section method while creating linework.	
195		Include feature coding/linework functions in the field for creating lines and curves while collecting data	
196		xx	
197		Include programs to perform coordinate system localizations/transformations	
198		Allow averaging of multiple points within user defined averaging limits	
199		Allow importing of delimited ascii text files, .dxf files, and LandXML files	
200		Include programs for survey stakeout to points, alignments and DTM's, reference plane, cross-sections, and roadway templates	
201		Include ability to create a DTM surface from point and line features.	
202		Include programs to compute volumes between DTM surfaces.	
203		Include programs to perform grid scans of areas	
204		Be able to control all specified GNSS survey methods, including the collection or stakeout of terrain data which is collected/set by RTK GNSS methods using NYSDOT standard feature coding per the NYSDOT CADD Standards and Procedures Manual	
205		Include ability to switch between Total Station and GNSS rover while remaining in same data collection job.	
206		Allow entering offset shots	
207		Include functions to control radio modem and cellular modem.	
208		Include NTRIP functions to connect to the NYSNet RTN	
209		Include COGO functions	
210		Allow stakeout to an alignment, reference plane, DTM, cross sections, and roadway templates	
Display. The data collector/controller shall have:			
211		A 240 x 320 pixel or better (QVGA) color TFT display with LED front light with adjustable contrast. The display shall also have a back light and touch screen	
212		The ability to display graphical icons with a LCD type of display. Text-only displays are not acceptable	
213		Shall have variable contrast capability to provide optimal viewing ability in sunny locations. Shall be sunlight readable.	
214	Integrated GPS	Include navigation grade GPS in controller.	
215	Integrated Camera	Minimum 5 MP Capable of capturing images and assigning to points	
Communications. The data collector/controller shall have the following:			
216		Integrated Bluetooth wireless technology	
217		RS232 9-pin serial port	
218		USB client	
219		USB host	
220		DC power port	
221		Wireless download capability	
222		Both a wireless and wire communication device to both	

		the total station and GNSS receiver. Wires shall be included.	
223		A wireless modem capable of connecting to the above specified RTK Bridge wifi hotspot enabling the transfer of job files, software, and settings.	
224		Include a CDMA Modem capable working on the Verizon network and connecting to the internet.	
225	Processor: The processor shall be 520 MHz CPU or greater		
	Memory Storage/Expansion. The data collector/controller shall have:		
226		1GB MB SDRAM or greater with 512 MB or greater internal nonvolatile storage memory	
227		Secure Data (SD) memory card slot. With 32gb card minimum	
	Batteries/Chargers. Each data collector/controller shall have:		
228		One (1) Li-ion rechargeable battery pack, 2600 mAh, with a minimum battery life of 10 hours under normal operating conditions	
229		One (1) manufacturer supplied 120V battery charger for supplied Li-ion batteries	
230		One (1) manufacturer supplied 12 volt battery charger with cigarette lighter adapter for vehicle for supplied Li-ion batteries. (2 hour maximum charging time)	
231		Battery charge status LED indicator	
232		The battery shall be able to be recharged while in the data collector. There shall be no risk of overcharging the battery when in the data collector. The battery should fast charge to 80% in 2 hours and achieve a full charge in 4.5 hours	
	Environmental. Each data collector/controller shall:		
233		Operate in a temperature range that meets Military Standards without sustaining damage	
234		Be able to be stored in a temperature range that meets Military Standards without sustaining damage	
235		Be designed and built so that no damage will result from operation in the following weather conditions:	
236		Temperature from -20° F to + 120° F	
237		Maximum humidity up to 100%	
238		Tolerate a 4-foot drop to hard surface	
239		Be resistant to rain, snow, dust, sand, cold and heat under reasonable field operating circumstances	
240	Cables: Two (2) download cables to connect the data collector to a USB port on a PC or laptop shall be provided with each data collector		
	Additional Software. The data collector/controller shall come with software that allows for:		
241		Wired and/or wireless downloading of files from the data collector to a computer	
242		The editing of files. The software shall be able to create an ascii coordinate file	
243		Exploring files	
244		Opening text documents	
245		Playing windows media	
246		Utilizing all other features of the data collector hardware and software	
	Manuals and Accessories:		
247		All standard supplied manuals shall be provided including:	
248		An operation manual for the data collector	

		hardware and software	
249		An operation manual for the download software	
250		Each data collector/controller shall come with one (1) heavy duty protective case	
251		Stylus	
252		Display Cover Screens	
253		Docking Station	
254		Wire cable to connect to Total Station, GNSS Rover and PC	
255		Hand Strap	
256		Pole holder to mount data collector on prism/GPS pole	
	Keyboard		
257		The data collector/controller shall have a full alphanumeric physical keyboard	
258		On-board 'Help' shall be available at all times to aid user through the menus	
259		The data collector/controller shall have multi-tasking capability to allow the user to switch between available menus	
260	Audio: The data collector/controller shall have an integrated speaker and microphone for audio system events, warnings and notifications		
261	Radio Modem: The data collector/controller shall have an internal fcc license free radio-modem capable of communicating with the supplied total station.		
	Memory:		
262		The data collector/controller shall have internal RAM storage, fully protected from sand, dust, moisture and 100% humidity	
263		The technology used shall not require a battery backup	
264		The data collector/controller shall not lose data if there is no power supplied (battery or external) to the unit	
265		Program space and data storage shall not use the same memory areas	
266		An increase in the size of the program shall not reduce the size of the data storage for the unit	
267		Storage for at least 6,000 data points shall be provided in internal RAM	
268		Data storage shall be possible both with and without the use of a SD card	
269		A SD card slot shall be provided for memory expansion	
Digital Level Requirements:			
270	The Digital Level Package shall provide a complete seamless flow of field data from the Digital Level to the processing software and into Bentley Microstation/InRoads software. The Digital Level package shall also meet the criteria for performing at least second order class II leveling as defined in the "Interim FGCS Specifications and Procedures to Incorporate Electronic Digital/Bar Code Leveling Systems" publication. This Digital Level Package shall include a Digital Level, four (4) meter sectional dual face polymer staff, software, training, tripods, and various miscellaneous items, as specified below.		
271	Accuracy (Standard deviation height measurement for 1 km double-run leveling)		
272	Electronic Measurement. Standard bar code staff: 1.0 mm (0.004 ft)		
273	Visual measurement: 2.0 mm (0.005 ft)		
274	Distance measurement with a 20 m (65.62 ft) sighting distance.		
275	Standard bar code staff: 25 mm (0.082 ft)		
276	Visual measurement: 0.2 m (0.656 ft)		

277	Measuring range. Electronic measurement: 1.5 m – 100 m (5 ft - 325 ft)			
278	Measuring range. Visual Measurement: from 1.3 m (4.265 ft)			
279	Telescope magnification: 24x or higher			
280	Measuring time: 3 sec. or better			
281	Maximum tilt range: <15'			
282	Setting accuracy - <0.2"			
	Batteries / Chargers. The digital level shall come with:			
283		Two (2) rechargeable 6 Volt or greater Li-ion batteries with minimum operating time of 24 hours at 20° C		
284		One (1) 120 Volt wall charger		
	Data Storage:			
285		Internal Memory: At least 6,000 measurements and/or 30,000 data lines		
286		External Memory:		
287			SD or CF Card Slot with two (2) 2Mb SD or CF cards or USB Flash Drive Support	
288			The ability to download data directly from the level to a laptop or PC	
	Standard Components of each digital level not listed above:			
289		One (1) hard shell protective carrying case		
290		One (1) adjusting pin		
291		One (1) silicon cloth		
292		One (1) rain cover		
293		One (1) plumb bob set		
294		One (1) lens cap		
295		One (1) instruction manual		
296		Two (2) download cables		
297		Any other standard components normally delivered		
	Accessories:			
298		One (1) heavy duty fixed height tripod		
299		One (1) 13 ft. sectional dual face polymer staff with bar code / ft graduations with the following:		
300			Staff must contain a bulls eye level bubble and a simple mechanism for quick and accurate engagement of the individual sections	
301			Front side with bar code, reverse side with continuous ft graduations for leveling and height measurements	
302			Graduations and accuracy must be in accordance with DIN 18703	
303		One (1) Turning plate (Turtle)		
304		One (1) Turning pin		
Office Software:				
305	Processing software provided shall be capable of editing/processing/registering/adjusting of all data collected by the equipment included in this contract and shall provide a direct transfer of this data to Bentley Microstation/InRoads software.			
306	Provide licensing to allow at least 50 concurrent uses of this processing software. Licenses should be pooled and a license management application shall be included. License management application shall allow for checking out of licenses to enable use off network			
	Provide complete sets of software documentation			
307		Allow user to organize all data collected within a single project		
308		Contain all data relating to a particular contract or client		
309		Allow for unlimited projects		

	Data Download. The user shall be able to:		
310		Configure the type of data	
311		Configure communication parameters (baud rate, port, etc.)	
312		Send and receive files	
313		Change the file destination	
314		Perform file management functions on the storage location (delete files, etc.)	
	Data Collection. The user shall be able to change:		
315		Settings on the GNSS receivers for different collection methods (static, fast static, kinematic, RTK, etc.)	
316		Settings such as antenna type, antenna measurement methods (examples: measured to bottom of antenna mount, measured to antenna phase center, etc.) and logging rate	
317		Settings on the total station	
	Data Import. The user shall be able to:		
318		Import GNSS raw observation, total station raw data, and digital level raw data	
319		Create a raw fieldbook file.	
320		Import ASCII/Binary files containing either coordinates or system specific baseline vectors	
321		Import RINEX data in the same manner as proprietary GNSS data	
322		Edit field-entered data and the receiver default file naming convention including station ID, antenna height, antenna type, antenna height measurement method, point offsets, initial station coordinates, and attributes at the time of input using the data download module (data check in)	
323		Edit feature coding, linework, attributes and images	
324		Track all edits to raw field data	
325		Apply corrections to raw field observations, including curvature and refraction, and slope distance scale factor	
326		Compute traverse closures	
327		Review traverse observation sets	
328		Review/edit setups/heights/ and orientations	
329		Adjust traverses using compass closure adjustment	
330		Adjust traverses using least squares adjustment	
331		edit target types	
332		Edit field observations	
333		After adjustment all sideshot observations will be adjusted accordingly.	
334		Track all edits to raw field data	
335		Edit field observations	
336		Make measurements from images	
337		Manage images	
	Data Export:		
338		After editing/processing and adjustments the software shall be capable of producing a project file which can be transferred into Bentley Microstation /InRoads, and AutoCAD Civil3d All survey data collected shall be transferred including setups/orientation, raw observations, linework, feature coding, attributes and images.	

339		The software shall be capable of reporting an ascii text file in TDS raw format	
340		The project file shall include GNSS data, total station data, digital level data, linework, and NYSDOT CADD standard feature coding and attribute names and values	
341	Coordinate Computations/Datum Transformations: Shall provide a module to manage different coordinate systems and datum transformations including the capability to add, edit and delete different ellipsoids, map projections, geoid models and datum transformations		
	Project Reporting:		
342		The software shall allow for the creation of custom Import, Export and Report formats	
343		Examples of subjects to be included in the custom report function shall include Information such as station occupation scenario, observation time, operation type, computed station coordinate/baseline vectors and the corresponding statistics, processing parameters and satellite information	
344		Subjects of the reporting application shall be user selectable	
345		The software shall be capable of exporting data/results to other systems	
	Utilities. The software shall:		
346		Be able to export data to major CAD, design and GIS software packages. Microstation design files, ArcGIS shapefiles, Google Earth are examples of exported data types. The export data shall use existing or compatible features tables	
347		Have features that allow users to define and edit parameters for different GNSS antennas	
348		Have an NGS Bluebooking utility to generate NGS Bluebook g and b files	
349		Be able to export raw GNSS data to RINEX 2 data files	
350		Be able to import Geoid models	
351		Be able to import Bentley InRoads DTM and geometry data and transfer to the supplied data collector for stakeout purposes	
	General GNSS Requirements. The software shall:		
352		Provide the full range of GNSS survey applications necessary to achieve precise geodetic measurements according to NGS standards	
353		Have the ability to export all data to a format acceptable to Bentley Microstation/InRoads	
354		Be capable of producing data in "Blue Book" format as specified by NGS for inclusion in the National Spatial Reference System	
355		Shall contain the following GPS applications:	
356		Project Management	
357		Mission Planning	
358		Data Download	
359		Data File Editing and Check in	
360		Baseline Processing	
361		Loop Closure Analysis	
362		Network Adjustment	
363		Coordinate Computations/Datum Transformations	

364			Project Reporting (viewing network diagrams, viewing independent baselines by session, summary of baseline statistics, adjustment reports, adjusted coordinates with coordinate system information, NGS Bluebooking files etc.) (making use of RINEX data files, NGS format files etc.)	
365			RTK data processing including the ability to produce a file which can be imported or opened in Bentley Microstation/InRoads Survey, including NYSDOT standard feature coding and automated mapping control coding	
General GNSS Requirements. The vendor shall				
366			Provide the capability for generation of sky plots of satellite positions, a tabular and graphic representation of computed precisions, rise/set time, and elevation and azimuth of satellites for a specific geographic position using ephemeris data taken from the receiver or manually selected and imported	
367			Allow the user to plan the GNSS fieldwork by combining the obstruction information for multiple points in session planning. Software shall be capable of combining obstructions from at least 4 stations in a session	
368			Provide graphical and numerical information on the satellite constellation for any location at a given time	
369			Be able to enter site location, cut-off angle, time zone, date and times for GNSS satellite window prediction	
370			Allow almanac files to be imported for the session planning	
371			Always use the most current almanac in the system database	
372			User can manually select an older almanac for use in the survey preparations	
373			Older almanacs may be deleted from the system by the operator	
374			Output shall include individual point or combined session sky plot and observation chart, summary of available satellites, satellite geometry (including PDOP and GDOP) and elevation angle to the individual satellites. The above information shall be output in either graphic or tabular form	
375			Shall be able to specify a time and duration of interest for the observations, or view the entire 24-hour period of the selected date of prediction	
376			Shall allow the user to introduce obstructions either graphically or from ASCII file input	
377			Effects of the obstructions shall be reflected in satellite availability, PDOP and GDOP computations	
378			Shall provide the ability to show multiple site obstructions (combined curtain) with the satellite orbits for the selected date, time and duration on a single sky plot	

379		Shall allow the user to enable or disable individual satellite(s), depending on the health status of each satellite	
	GNSS Baseline Processing. The software shall:		
380		Be capable of processing baselines of several measurement types including static, rapid static, stop and go, kinematic, continuous kinematic, kinematic on the fly, real time kinematic (RTK) and single point positioning	
381		Be able to process RINEX data. The processing of RINEX data shall be identical to processing GNSS raw observation data. The user shall not be required to treat RINEX 2 data processing separately from raw data	
382		Be able to process data using .e18 or .sp3 format precise ephemeris files	
383		Be capable of processing all baselines automatically in a batch process, allow the user to select baselines to be processed and/or by observation session	
384		Allow the user to manually select the non-trivial set of baselines for processing using graphical and tabular selections	
395		Automatically or manually select and/or disable the baselines graphically that are to be processed	
386		Be able to report an ascii text file of all stored baselines including processing statistics	
387		Allow for changing processing parameters including elevation mask angle, session times, ionospheric and tropospheric models, code and/or phase data used, enable/disable individual satellites	
388		Allow the user to select stations and baselines graphically or from selected point lists in order to view/edit the properties. This includes viewing and editing station ID's, antenna heights, station coordinates, coordinate classes, color and fonts of stations, coding and attributes	
389		Be capable of processing different antenna modules using NGS phase center tables	
	GNSS Loop Closure Analysis. The software shall:		
390		Provide for loop closure analysis of all data sets measuring quality of GNSS positions showing ratio statistics and error statistics	
391		Provide a manual selection of baselines for analysis	
392		Also provide automatic closures of all baselines in a batch type mode	
	GNSS Network Adjustment. The software shall:		
393		GNSS Network Adjustment. The software shall:	
394		Be capable of performing free, minimally constrained, and fully constrained adjustments. Each station may be individually set as fixed or free in either horizontal and/or vertical component	
395		Allow the user to edit station coordinates and enable, disable, and/or delete stations or baselines	

396		The result of the adjustment shall include both graphical and tabular representation of the residuals in Geodetic or Cartesian formats, error detection, statistical information, absolute and relative error ellipses, external reliability, adjusted variance/covariance matrices, and adjusted station coordinates with standard deviations	
397		It shall be possible to view adjustment results, identify outliers, remove adjustment, if necessary, without losing baseline processing results, refer back to the GNSS baseline processing report, remove raw GNSS data, reprocess the baseline and re-adjust the network in a simple workflow without the need to use more than one software package	
398		Reporting a project combined factor as ascii text	
399		Reporting both WGS84 and State Plane coordinates to one ascii text file	
	Laser Scanning Point Cloud Processing. Software shall be capable of:		
400		Project Creation	
401		Importing of scan data	
402		Registering of scans	
403		Creation of point/line data including NYSDOT standard feature coding	
404		Creation of TINs	
405		Exporting of data to Microstation and AutoCAD Civil3d	
	Digital Level functions:		
406		Level Book editing	
407		Level Processing	
408		Level Loop adjustment	
409		Reporting	
410	Coordinate Geometry Functions	Software shall include Coordinate Geometry functions, including	
411		Creating Cogo Points	
412		Creating Alignments	
413		Traversing by Direction	
414		Stationing Alignments	
415		Transforming Alignments	
416		Locating by Station and Offset	
417		Creating Parallel Alignments	
418		Computing Intersections	
419		Annotating Cogo Points and Alignments	
420		Computing and reporting Parcel Areas	
421		Reporting Bearings and Distances	
422		Reporting Stations and Offsets	
423		Curve Computations	
	Laser Scanner:		
424	The Laser scanner shall include all tripods, targets, carrying cases, software and accessories necessary to perform laser scanning surveys and to process data to deliver into Bentley Microstation mapping and Bentley InRoads DTM.		
425	Type: pulsed laser with dual axis compensation with survey accuracy, range (300 meter) and field of view. Data Capture Rate: 1 million points per second. Onboard control and wireless control from a computer. Shall have on board memory with USB or SD card data transfer. Shall have integrated digital camera. One of the scanners shall include a calibrated camera kit and camera		

426	Shall have on board power supply using at least 2 hot swappable batteries capable of powering the scanner for at least 4 hours without recharging. Shall include 4 Li-ion batteries total. Shall include an AC charger and a vehicle charger		
427	Shall include all standard accessories including transport case, tribrach, and tripod		
428	Shall include additional accessories necessary for performing typical laser scans including control targets. Target set shall include a minimum of the following:		
429		Six (6) 6 inch targets, capable of tilting/turning or be of a sphere design that does not require aiming.	
430		Two (2) twin target assemblies that enable sighting a target low or high	
431		Three (3) adjustable height prism poles	
432		Three (3) fixed height prism poles	
433		Six (6) prism pole tripods with carrying bags	
434	Shall include all necessary software for onboard control and wireless control from a laptop		
435	Shall include all necessary office software and licenses needed for 20 users to simultaneously transfer data, view scans, register scans, develop mapping and digital terrain models that can be used with the departments Bentley Microstation/InRoads software. Software licensing shall be able to be pooled and accessed on a license server. Software shall include a license server application. Licensing shall be provided to enable 20 simultaneous uses of all software modules. Software shall include all necessary modules required to register scans, model 3d point clouds, extract survey features using feature coding and linework creation tools, and publish point cloud data for web based sharing. Software shall also include a web based viewer so that customers can view point cloud data without needing to install a software application.		

3.2.1 Cell Modem Note: Consultants should be aware that NYSDOT must use the current NYS OGS centralized contract #PS63766 with Verizon, which is for all cell phone services throughout New York state. This contract expires on 8/15/2017. It is anticipated that OGS will conduct a procurement to renew a statewide cell phone contract for cell phone coverage for all state [agencies](#), which may or may not have an impact on the C031295/C031403 contracts depending upon if the new OGS centralized contract is with a different vendor.

NYS Procurement law directs that existing OGS centralized contracts must be used unless a proposer can provide an alternate cell service carrier which provides at least the same or better amount of coverage in all of New York state as the contract with Verizon contract #PS63766 and that the total cost is equal to or less than the cost of the Verizon contract to provide cell phone or modem cellular call service. Should any proposers offer a cell phone/modem service carrier other than Verizon, then a proposer must provide a cell service coverage map detailing cell service coverage in all of the counties of New York State.

3.3 Services for the Office of Construction

Upon delivery of equipment and training, NYSDOT Construction surveying crews will be able to perform design and construction field surveys efficiently. Maintenance and follow up yearly training through the contract term will assure crews are knowledgeable of the available software updates and continually have functioning equipment. Maintenance, training and support shall also be included for all supplied hardware, software and accessories. Maintenance will be provided free of charge for any item in this contract that fails due to normal use.

At the end of the lease contract, all instruments, data collectors, tripods, prisms, prism poles and leveling staffs included in the Survey Equipment Packages will be returned to the vendor. The vendor

will be responsible for all costs and for collection of the equipment. NYSDOT may facilitate by bringing equipment to regional locations.

1. **Deliver Equipment:** All software required by this contract shall be delivered to NYSDOT within ten (10) business days after the contract is signed. All hardware shall be delivered and distributed by the vendor at the designated location approximately one week prior to the first day of the training, which will be determined after the contract has been awarded but no more than one (1) month from the time of award. The vendor's delivery and distribution may need to occur over two (2) consecutive days. All delivery costs shall be included in the total contract price.
2. **Provide Training:** Maintenance and follow up yearly training through the contract term will assure crews are knowledgeable of the available software updates and continually have functioning equipment. All the following listed training shall be provided at no additional expense to the Department under the terms and conditions and over the complete duration of the lease agreement. The cost of all training shall be included in the total contract price. Initial training shall consist of a minimum of ten (10) business days of training. Due to existing travel restrictions, this initial training may need to be held in separate locations and at separate times to accommodate this restriction, which will be determined at the time of award. Follow-up training shall occur yearly and shall consist of five (5) days of on site training annually for construction survey. Due to existing travel restrictions, the yearly training may need to be held in separate locations and at separate times to accommodate this restriction. All training will be at a facility provided by NYSDOT. NYSDOT will provide computers for the training sessions. There will be about 40 persons total to be trained, and the breakdown of this total number at each training session may vary based on the travel restrictions mentioned above. Any on-line training webinars, recorded videos, support groups and documentation shall be made available to NYSDOT as part of this contract with no additional charge.
3. **Provide Maintenance and Technical Support:** All the following listed maintenance and technical support shall be provided at no additional expense to the Department under the terms and conditions and over the complete duration of the lease agreement. The cost of all maintenance and technical support shall be included in the total contract price. The consultant shall provide one contact to arrange maintenance of all equipment included in this contract. This contact shall provide same day response to coordinate maintenance. The consultant shall provide a minimum of one dealer within NYS that will accept all items in need of maintenance. Upon receiving equipment for repair, the consultant shall determine whether repair/replacement will occur within 5 business days of receiving item(s). If repair/replacement is not going to occur within 5 business days, the consultant shall provide loaner equipment by the 6th business day. The replacement items will be fully functional and set up with all the software, hardware, licenses, and accessories as the equipment being repaired. This includes, but is not limited to; firmware, antenna's, radios, cell modems, profiles, working styles, feature codes, etc. The vendor shall be responsible for any shipping costs; to/from the dealer/vendor/manufacturer or repair center and any shipping back to NYSDOT. Maintenance shall include all repairs of day to day breakdowns of any equipment included in this contract. This might include, but is not limited to cable breakage; batteries which don't hold their charge; motor malfunctions; horizontal or vertical circle malfunction, tangent screw malfunction; memory, program or electrical power malfunction; maladjustment of measuring or centering devices or any item that may inhibit the package from performing as

required. Maintenance of equipment including calibration, cleaning and adjustment of equipment shall occur as required for repair or yearly, at a time to be determined by the Department.

Late Service/Maintenance/Deliveries

Time is of the essence: Reliable use of the GPS survey equipment is critical to assist NYSDOT in its Capital Program management duties; an inability to use properly functioning equipment can lead to a loss of productivity regarding progressing aspects of capital project delivery. Examples of losses that may arise when equipment is not available include:

- Delay claims by contractors due to NYSDOT inspection staff's inability to check and verify fine grade prior to paving operations, thus delaying the contractor from paving.
- Time lost by NYSDOT inspection staff due to inability to collect survey data while specific work operations are being performed and while better physical access to the items requiring surveying is available. Should inspection staff have to return to the jobsite once specific work operations needing surveying have progressed or been completed, then data collection work that could have been completed in 'x' hours could take 'x + y' hours. The value of the time lost will vary based on whether the data collection work is performed by NYSDOT personnel or out-of-house consultant personnel.
- The inability to collect underground utility locations when the asset is installed and access is still available. Knowing exact locations of buried utilities for as-built plans is critical since NYSDOT compiles data for Department-wide needs, for use by other State entities (Dig Safe NY) and to comply with federal requirements for Moving Ahead for Progress in the 21st Century (MAP 21).

In the event that the Consultant fails to meet the time requirements for providing services and items described herein, NYSDOT may deduct up to \$500.00 per day from the next monthly bill to offset the losses suffered by NYSDOT. This deduction will be measured in business days. If the Consultant is in default for any portion of a day, the Consultant will be considered in default for that entire day and will deduct these monies from their next quarterly bill.

Where loss of service is beyond the Consultant's control and the Consultant has shown good faith in trying to correct the problem, NYSDOT reserves the right to waive any deductions in whole or in part.

The Consultant will have the right to dispute any deductions imposed by submitting a written notice of dispute to the NYSDOT Project Manager within 30 business days of when notified of the upcoming deduction. The NYSDOT Project Manager will make the determination of the validity of all disputes. The written notice will include:

1. Date on which dispute occurred or conditions resulting in the dispute.
2. Events that caused dispute to occur.
3. Identification of any pertinent documents relating to such dispute.

All software including firmware and office importing or processing applications provided by the vendor under this contract shall be kept current with the most recently released versions, upgrades, service packs and/or fixes. The vendor shall notify the Department of all new firmware or software upgrades, fixes or new versions when they become available. These changes shall be evaluated by the Department and if deemed appropriate, the software and/or firmware shall be provided to the Department or be installed by the vendor at the Department's discretion and at no additional cost. All software shall include site licenses and/or license pooling. Any application needed to manage software licensing shall be included.

Hardware and software support shall include telephone assistance during normal NYSDOT business hours (7:00am to 5:00pm), programming fixes to correct operational problems, and provisions to provide service patches. The technical support group shall respond to all trouble calls within eight (8) business hours, and shall provide software fixes. The vendor shall provide a written description of how this phone support will be provided in their proposal. Proposal can also include alternate support methods to assist users remotely via the internet.

3.4 OFFICE OF CONSTRUCTION REQUIREMENTS: TABLE 2.

Your proposal must address all of the requirements listed in The Construction Equipment Specifications Table 2 below. Use the right-most column to indicate whether each requirement has been met or not (Y or N). Rows with no right-most column are to remain blank (titles only; no response required). The left most column is reserved to assign each requirement a unique requirement ID number.

The Construction Equipment Specifications Table below is to be considered minimum requirements. Vendors may propose equivalent or superior functionality. **If any row in the requirement table response is left blank, the RFP's default rule is to assume that the requirement is not met.**

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
1	All equipment is capable of meeting the required standards and procedures in the NYSDOT Land Surveying Standards and Procedures Manual		
2	The surveying equipment provides a seamless flow of data from the total stations, GNSS receivers, terrestrial scanner and digital level into the Department's CADD Software (defined above) following NYSDOT CADD standards. There will be a seamless* flow of data from these softwares back to the surveying equipment for construction stakeout and inspection. Seamless flow means that no reformatting of the data will be necessary. The raw data format is capable of being directly transferred to and from the Department's CADD Software.		
3	The hardware and software components function together and meet NYSDOT's requirements		
4	At the end of the lease contract, all instruments, data collectors, tripods, prisms, prism poles and leveling staffs included in the Survey Equipment Packages will be returned to the vendor. The vendor will be responsible for all costs and for collection of the equipment. NYSDOT may facilitate by bringing equipment to regional locations.		
Total Equipment Lease (Construction)			
5	Fourteen (14) Robotic Total Stations		
6	Forty-six (46) GNSS receivers		
7	Eleven (11) digital levels		
8	One (1) laser scanner (terrestrial LIDAR)		
Total Station Requirements			

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
9	The Total Station shall meet the criteria for performing at least second order class II traversing as defined in the Standards and Specifications for Geodetic Control Networks by the Federal Geodetic Control Committee, 1984. These Total Station Packages shall include a fully robotic/imaging total station instrument with reflectorless EDM technology, capable of collecting wide angle and close up imaging, capable of streaming images to data collector; a separate hand-held data collector, software, training, tripods and various miscellaneous items, as specified below.		
10	Angle Measurement Accuracy	1.0"	
Distance Measurement:			
11	EDM Types	self contained coaxial, and reflectorless	
12	Accuracy	2 mm + 2 ppm or less	
13	Reflectorless Accuracy	3 mm + 2 ppm or less	
14	Range with Prism	3000m or greater	
15	Range Reflectorless	400 m or greater	
16	Axis Compensation	Shall be Dual Axis	
17	Setting Accuracy	Shall be 1.0" or less	
Instrument Hardware: The total station shall:			
18		Be motorized, servo driven, or have some method of automated drive	
19		Have telescope magnification of 30x or greater	
20		Have fully robotic Auto Tracking (can track prism automatically with or without special target/prisms)	
21		Automatically and precisely lock onto the center of the target/prism after getting target into field of view using a passive (standard) prism. (Auto Aiming)	
22		Have some method of target recognition to avoid locking onto other reflective surfaces (for passive or active targets/prisms)	
23		Automatically track prism once locked on. (Auto Tracking)	
24		Automatically locate the prism in or out of the field of view by means other than standard search modes and have the ability to direct the instrument to the prism within 5 seconds of loss of lock. (Auto Searching)	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
25		Have Automatic Traverse Sets (once sighted on backsight and foresight, instrument must be capable of turning two (2) sets of angles in direct and reverse face using BS direct, FS direct, FS inverted and BS inverted using the auto tracking capability. Each set of horizontal observations will resolve to a sum of 360 deg. +/- 5 seconds. Each set of vertical observations will resolve to a sum of 360 deg. +/- 10 seconds. Both sets of observations combined will also be required to close within these specifications	
26		Be controllable using the data collector at the prism pole to a distance of at least 300 meters/1000 feet	
27		Have endless tangent screws	
28		Be able to communicate with the data collector using a wireless connection	
29		Be able to communicate with a wire connection. Communication wire shall be included	
30		Be able to download data wirelessly and with wire. Download wire shall be included	
31		Have a battery power indicator and be able to accurately display a low battery warning	
32		Have dust proofing and water proofing to at least an IP54 rating	
33		Be capable of streaming live image feed of total station telescope field of view to data collector	
34		Be capable of selecting and remotely measuring points shown in live image feed on data collector	
35		Be capable of geo-tagging or assigning images to a located point and be linked to said points when imported into the Department's CADD Software.	
Batteries/ Chargers/Storage:			
36		Three (3) O.E.M. onboard 7V or greater rechargeable Li-ion batteries with minimum operating time of five (5) hours each operating under normal conditions at 20° C	
37		One (1) O.E.M. battery charger (110V) for supplied Li-ion batteries	
38		One (1) O.E.M. 12 volt auto converter with alligator clips and connecting cable to the supplied total station	
39		Onboard Instrument Operation Software including all versions and updates as they become available	
40		Have internal, non-volatile storage memory	
41		Have SD card or USB port. A 1 GB (or maximum compatible storage device if less than 1 GB) storage device shall be supplied with each Total Station	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
Standard Components not listed above. Each total station package shall include:			
42		One (1) hard shell protective carrying case (Pelican quality or equal)	
43		One (1) tool kit with case	
44		One (1) silicon cloth	
45		One (1) rain cover	
46		One (1) plumb bob set	
47		One (1) lens cap	
48		One (1) instruction manual	
49		One (1) tribrach measuring tool	
50		Any other standard components normally delivered	
Accessories. All accessories shall be the best available professional grade OEM equipment unless otherwise specified. Accessories to be included with each total station package are as follows:			
51		Four (4) heavy duty wooden, or composite/fiberglass equivalent, tripods with Quick Clamp locking mechanisms	
52		Four (4) optical plummet tribrachs	
53		Four (4) single prisms including tilting prism holders with sighting collimators. All four single prisms will have the same prism offset and be appropriate for use with auto tracking (shall be able to be tracked by instrument without the aid of batteries or diodes)	
54		One (1) mini prism with bulls eye bubble, target spike and protective bag. The mini prism offset shall have the same prism offset as the single prisms listed above	
55		One (1) mini reflectorless prism with bulls eye bubble. The mini reflectorless prism shall have dual reflective tape surfaces, a cross-hair target on at least one side and a 0mm offset	
56		One (1) 360 deg. prism (prism shall be able to be tracked without having to aim it at instrument)	
57		Four (4) H.I. adjustable rotatable tribrach adapters. Tribrach adapters shall be adjusted to supplied total station height	
58		One (1) 2.5 meter lightweight composite telescoping prism pole	
59		One (1) 3.6 meter aluminum telescoping prism pole	
60		Both prism poles shall have 0.01 ft/10mm graduations. Each prism pole shall include a bulls eye level bubble, steel body point, topo shoe and two stage adjustable top threaded tip. Each prism pole shall also contain a locking pin and either a 'SurLok', 'Quick-Loc' or 'Grip-Tite' locking mechanism. Quick Release or Collet (compression) locks will not be accepted	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
61		Each range pole listed above shall have an attachable bi-pod (Seco # 5217-40-XXX or OEM equivalent)	
62		One (1) 1.28"/0.39m Mini Stake Out pole (Seco #5010-00-XXX or OEM equivalent)	
63		NOTE: Accessory items may be arranged in sets which include two (2) Tribrachs, two (2) single prisms, two (2) H.I. rotatable adapters, with each set being supplied comfortably in a hard shell (Pelican) protective case	
GNSS Receiver Requirements			
64		The GNSS receivers shall provide a seamless flow of field data from the Data Collection software to the Department's CADD Software. These GNSS rover packages shall include a Geodetic GNSS receiver with integrated antenna, accessory equipment for surveying, and planning/post processing software, separate hand-held data collector, software, licenses, training, tripods and various miscellaneous items as specified below. GNSS rovers shall include a CDMA modem for connecting to the NYSDOT continuously operation reference station (CORS) Network (NYSNet) and shall be capable of using RTCM Version 3 MAC Network RTK (NRTK) corrections. GNSS receivers shall also include a license free 900 mhz spread spectrum radio modem to enable use of RTK on a local project using a local base station.	
65		The data collectors provided for the total stations and GNSS receivers shall be the same make and model and will make use of the same data collection software. Each data collector shall be capable of collecting data from the total station and/or the GNSS receiver	
66		Each GNSS receiver shall be capable of being integrated on the total station prism pole rod to allow the data collector to collect wither total station or GNSS data in the same job. The total station package shall include all necessary hardware and software to integrate the GNSS receiver on the prism pole.	
67		Be capable of performing FGCC order-B geodetic surveys on baselines of 20-70 km in static mode, order-C1 and C2-1 surveys on baselines <20 km in static mode, order C2-11 on baselines <7km in fast static or kinematic modes and order C2-11 surveys on baselines <5km in Real Time Kinematic mode	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
68		Be capable of obtaining accurate three-dimensional survey data in static, rapid-static, stop & go, kinematic, and RTK modes	
69		Provide the full range of currently practical and useful static and dynamic operating modes, regardless of the specific terminology used to label those capabilities	
70		Incorporate some inherent means for overcoming the effects of P-code encryption without loss of accuracy or performance	
71		Be able to operate as a RTK base rover or repeater regardless of configurations and include integrated or modular RTK communication modems	
72		Include the latest technology which accepts triple frequency signals	
73	Frequencies: Triple Frequency, L1, L2 and L5 from GPS/GLONASS/Galileo		
	Channels shall include:		
74	A minimum 120 channels with the capacity to track the following signals from all available satellites simultaneously:		
75	GPS Channels:	L1 C/A Code, L2C, L1/L2/L5 Full Cycle Carrier	
76	GLONASS Channels:	A Code, L1 P Code, L2 P Code, L1/L2 Full Cycle Carrier L1 C/	
77	Galileo:	E 1/2/5a and L1	
	Measurement Accuracy. Code differential GNSS positioning performance:		
78	Horizontal:	$\pm 0.25 \text{ m} + 1 \text{ ppm RMS (times baseline length)}$	
79	Vertical:	$\pm 0.50 \text{ m} + 1 \text{ ppm RMS (times baseline length)}$	
80	WAAS differential positioning accuracy:	$< 5 \text{ m 3DRMS}$	
	Measurement Accuracy. Static and Fast Static GNSS surveying performance:		
81	Horizontal:	$\pm 5 \text{ mm} + 0.5 \text{ ppm RMS (times baseline length)}$	
82	Vertical:	$\pm 10 \text{ mm} + 1 \text{ ppm RMS (times baseline length)}$	
	Measurement Accuracy. Kinematic surveying performance:		
83	Horizontal:	$\pm 10 \text{ mm} + 1 \text{ ppm RMS (times baseline length)}$	
84	Vertical:	$\pm 20 \text{ mm} + 1 \text{ ppm RMS (times baseline length)}$	
85	Initialization time:	$< 10 \text{ seconds typical}$	
86	Initialization reliability:	$> 99.9\%$	
	Tracking. GNSS Receivers shall be capable of tracking:		
87		All available satellites, even if SV is unhealthy, to an elevation angle of 0°	
88		Existing Block II satellites	
89		L2C signals	
90		GLONASS satellites	
91		Galileo satellites	
	GNSS Receivers shall:		
92		Have technology that enhances low power satellite signal acquisition	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
93		Provide improved tracking in areas of high radio interference such as under power lines, around airports, near radio-intensive construction sites	
94		Also increase the ability to work near trees due to minimal signal lock loss	
95		Have extremely low noise C/A code tracking technology	
96		Have multipath mitigation techniques	
Encryption Handling:			
97		When Anti-Spoofing (A/S) (P-code encryption) is activated, the receiver shall measure L1 C/A pseudo ranges, L2, L2C range measurements and the full cycle L1, L2 and L5 carrier phases	
98		Receivers shall be capable of automatically switching tracking modes when P-code is encrypted without losing accuracy and have the same capability to measure the same length baseline as prior to P-code encryption	
99		Performance shall not be lower during times when A/S is activated, compared to times when A/S is not activated	
Collection Methods:			
100	GNSS receivers shall be capable of operating in and providing data for all the following GNSS survey scenarios:		
101		Static	
102		Rapid State	
103		Stop-and-Go	
104		Kinematic	
105		Real-Time Kinematic (RTK)	
106		Kinematic On-The-Fly	
107		Single Point Positioning	
108		Post-Processed Ambiguity Resolution in OTF mode or static initialization	
109	When used with a data collector/controller, the receiver shall be capable of performing Static, Rapid-Static, Kinematic, RTK surveys		
110	When used with a data collector/controller and an RTK communication device, the receiver shall be capable of performing Real Time Kinematic surveys		
111	When used without a handheld controller, the data collected shall be able to be processed as Static or Rapid-Static data within the manufacturers' centimeter level processing system		
Memory:			
112	Memory must be recoverable and capable of recording at least 5 days of data at a 1 second sampling interval with a minimum of 9 SVs. The satellite data shall be logged on either a removable Industry Standard Compact Flash (CF) or Secured Digital (SD) card or fixed internal memory residing in the GNSS receiver. A minimum 1 GB memory card, compatible with the receiver shall be supplied with each receiver.		

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
113	Data Storage:	The industry standard Compact Flash (CF) or Secured Digital (SD) memory cards should be utilized for memory storage. The industry standard CF/SD memory cards shall fit into the GNSS receiver	
114	Data Storage:	GNSS data shall be able to download to personal computer either by direct transfer through a standard CF/SD slot, or an external CF/SD card reader or USB download connection	
115	Fixed Internal Memory Storage:	Data shall be stored in flash memory, so that no battery backup is required for the data storage memory	
116	Fixed Internal Memory Storage:	When data is deleted using an external controller or PC, the files shall be recoverable at a later date if the memory has not been used for storage of new data. The reuse of data storage used by previously deleted files shall be on a first in first out basis. The system shall never automatically delete files	
Data Recording:			
117		Data recording rate shall be user-selectable from 1 to 60 seconds	
118		Upon startup and satellite tracking the receiver shall be capable of automatically logging GNSS data using predefined data collection parameters to a data file	
Data Interface:			
119	The GNSS receiver shall have a method of indicating the following information without requiring a separate hand held unit:		
120		If the power is acceptable or low	
121		If the system receiver is tracking four (4) or more satellites, less than four (4) satellites or no satellites	
122	The receiver shall have:		
123		Dual RS232 ports for serial input/output and data collector control	
124		At least one (1) external power port	
125		At least one (1) Bluetooth port	
126		The ability to communicate with any third party interface	
Batteries/Chargers:			
127		Each receiver shall be supplied, as a part of this contract, with a primary internal or modular removable, rechargeable battery system sufficient to operate the receiver for five (5) continuous hours in a post-processed mode and eight (8) continuous hours in an RTK mode. If two batteries are needed to achieve they shall be hot swappable and shall be supplied	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
128		The battery shall be of a technology that does not have memory effects (i.e. lithium ion)	
129		The battery shall be fully sealed	
130		There shall be protection within the system to protect against over charging	
131		The system shall automatically swap between power sources due to a low battery or battery removal without any effect on the survey. There shall not be a cycle slip or a new logging file created	
132		The system shall alert the operator that power level is low and allowing sufficient time to connect another power source without interrupting the measurement process	
133		Should power failure occur, the system shall save all GNSS measurements recorded before power failure, on either a CF/SD card or internal memory	
134		After a power failure the system shall restart with the same settings that were used before the power failure	
135		On a dual battery power system, batteries shall be interchangeable without powering down the GNSS system or interfering with the GNSS operation	
136		It shall be possible to use any 12 Volt lead acid battery with the system	
137		Each receiver shall also be accompanied by enough charging units of an appropriate type so that all batteries can be recharged simultaneously in no longer than twelve hours	
Antenna:			
138		The antenna component shall be integrated with the receiver	
139		The antenna supplied shall have a current phase center calibration completed by the National Geodetic Survey	
140		The antenna shall be capable of receiving GPS L1, L2, L2C, L5, GLONASS, and Galileo Frequencies	
141		The antenna shall have an extremely stable horizontal phase center stability that does not require orientation and include an integrated ground plane	
142		The design and construction of the antenna shall protect it from all environmental elements	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
143		The antenna shall be waterproof and dustproof and able to function reliably under extreme adverse weather conditions (i.e. rain, sleet, snow, and direct sunlight) in temperatures ranging from -20° F to 120° F and up to 100% humidity without sustaining any damage	
144		Mounting for the antenna will fit any standard surveying tribach adapter with 5/8" threads	
145		The antenna shall be able to communicate with the data collector by both cable and Bluetooth connections. A cable shall be included for this purpose	
146		Shall have at least a two (2) mile range.	
Environmental. Each receiver and antenna shall:			
147		Operate in a temperature range that meets Military Standards without sustaining damage	
148		Be able to be stored in a temperature range that meets Military Standards without sustaining damage	
149		Be designed and built so that no damage will result from operation in the following weather conditions:	
150		Temperature from -20° F to + 120° F	
151		Maximum humidity up to 100%	
152		Be fully sealed and waterproof	
153		Tolerate a three (3) foot drop to a hard surface	
Real Time Kinematic (RTK) Communications:			
154		Each GNSS receiver shall be capable of operating as an RTK base, rover, or repeater	
155		All receivers shall include a CDMA modem and a radio communication modem for transmitting/receiving RTK corrections	
156		All receivers shall be capable of connecting to the NYSNet Real Time Network (RTN) with NTRIP and be capable of using RTCM Version3 MAC Network RTK corrections.	
157		All receivers shall be capable of RTK at an unlimited range within the NYSNet RTN.	
Cellular Modem:			
158		Each GNSS receiver shall be supplied with an integrated or modular CDMA modem capable of connection to the Verizon data network in NYS. CDMA modems will be activated on the Verizon network by NYSDOT. NYSDOT will be responsible for the monthly activation fees. An external antenna shall be included for the cellular modem. SEE RFP SECTION 3.5.1	
Radio Modem:			

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
159		Each GNSS receiver shall be supplied with an integrated 900 Mhz spread spectrum radio modem that does not require FCC licensing. An external antenna shall be included for the radio modem	
160		The radio modem shall be capable of operating as a base, rover or repeater, and capable of a range of at least 2 miles. If this is not achievable by integrated antenna, an additional (external) antenna may be necessary and included at no additional cost	
Accessories. Each GNSS receiver shall:			
161		Be supplied with all components and accessories required to properly conduct static and rapid-static surveys	
162		Be supplied with all hardware, software, data collectors/controllers, range poles, attachments and accessories to conduct kinematic surveys, post-processed OTF kinematic surveys, and RTK surveys as base or rover units	
163		Include a two (2) meter carbon fiber snap lock range pole (Seco #5128-20 or OEM equivalent), capable of being fixed at two (2) meters in height, and collapsed for transport. Each range pole shall have an attachable bi-pod (Seco #5217-40-XXX or OEM equivalent)	
164		Include a three (3)-magnet GNSS mag mount (Seco #5114-00-XXX or equivalent) and a GNSS quick release adapter for a 5/8" thread (Seco #5187-00)	
165		Include a standard aluminum adjustable (1.5, 1.8, and 2 meter) graduated height tripod with integrated liquid filled compass, precise leg adjusters (Seco #5119-11-XXX or OEM equivalent), and carry bag (Seco #8154-00-XXX or OEM equivalent)	
166		Be supplied with a hard shell OEM carry case for safe transportation of the equipment	
Data Collector/Controller Requirements			
Hardware.			
167	One handheld Data Collector/Controller (latest model available) shall be supplied with each GNSS receiver and each total station. Each data collector/controller shall:		
168		Be capable of configuring the GNSS receiver and total stations	
169		Permit the user to program and store multiple survey configurations prior to the actual field measurements	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
170		Allow such configuration files to be saved and copied to other similar hardware in a simple manner	
171		Have a color touch screen	
172		Have a full alphanumeric hard button keyboard	
Operating System:			
173		The data collector/controller shall be Microsoft Windows-based with a graphical user interface	
174		Operating system software versions and updates shall be provided as required to run the most current version of the data collection software	
Survey Software. The data collector/controller shall:			
175		Include the manufacturer's current data collector software that will produce a file that the vendor guarantees can be opened or imported flawlessly into the Department's CADD Software to produce mapping and digital terrain models (DTMs)	
176		Produce field notes in an ascii text format	
177		Produce a TDS.raw format file	
178		Communicate with the supplied total station and GNSS receiver	
179		Operate the supplied total station auto tracking functions	
180		All software version updates shall be provided as available	
181		Allow creating of configuration sets or styles for use with different survey methods	
182		Allow for setup and orientation of total station including orientation by control point, known azimuth, and resection	
183		Allow for collecting RTK control points while using them to orient the total station by resection	
184		Be capable of defining feature attributes and storing attribute values with the terrain data observations	
185		Be able to enter point descriptions, attribute information, and line work control coding, all of which should be directly transferrable to the Department's CADD Software	
186		Be capable of capturing images and storing them with points	
187		Be capable viewing streamed image from total station	
188		Be able to record all raw observations including multiple observation sets, offset shots, etc	
189		Include a map view that allows editing of survey shots interactively, includes point and linework creation, and allows editing of points, feature coding and linework.	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
190		Include ability to create feature templates to allow taking shots in cross section method while creating linework.	
191		Include feature coding/linework functions in the field for creating lines and curves while collecting data	
192		Include function to record shots in a cross section method while creating linework	
193		Include programs to perform coordinate system localizations/transformations	
194		Allow averaging of multiple points within user defined averaging limits	
195		Allow importing of delimited ascii text files, .dxf files, DTM files and LandXML files	
196		Include programs for survey stakeout to points, alignments and DTM's, reference plane, cross-sections, and roadway templates	
197		Include ability to create a DTM surface from point and line features.	
198		Include programs to compute volumes between DTM surfaces.	
199		Be able to control all specified GNSS survey methods, including the collection or stakeout of terrain data which is collected/set by RTK GNSS methods using NYSDOT standard feature coding per the NYSDOT CADD Standards and Procedures Manual	
200		Include ability to switch between Total Station and GNSS rover while remaining in same data collection job.	
201		Be capable of defining feature attributes and storing attribute values with the terrain data observations	
202		Include a map view including point and line work	
203		Allow entering offset shots	
204		Include functions to control radio modem and cellular modem.	
205		Include NTRIP functions to connect to the NYSNet RTN	
206		Include COGO functions	
207		Allow stakeout to an alignment, reference plane, DTM, cross sections, and roadway templates	
Display. The data collector/controller shall have:			
208		A 240 x 320 pixel or better (QVGA) color TFT display with LED front light with adjustable contrast. The display shall also have a back light and touch screen	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
209		The ability to display graphical icons with a LCD type of display. Text-only displays are not acceptable	
210		Shall have variable contrast capability to provide optimal viewing ability in variable lighting conditions	
211	Integrated GPS	Include navigation grade GPS in controller.	
212	Integrated Camera	Minimum 2 MP Capable of capturing images and assigning to points	
Communications. The data collector/controller shall have the following:			
213		Integrated Bluetooth wireless technology	
214		RS232 9-pin serial port	
215		USB client	
216		USB host	
217		DC power port	
218		Wireless download capability	
219		Both a wireless and wire communication device to both the total station and GNSS receiver. Wires shall be included.	
220		A wireless modem capable of connecting to an RTK Bridge wifi hotspot enabling the transfer of job files, software, and settings.	
221		Include a CDMA Modem capable working on a cellular network and connecting to the internet.	
222	Processor: The processor shall be 520 MHz CPU or greater		
Memory Storage/Expansion. The data collector/controller shall have:			
223		256 MB SDRAM or greater with 1 GB or greater internal nonvolatile storage memory	
224		Type I, II or III Compact Flash (CF) slot or Secure Digital (SD) slot. A minimum 1 GB card shall be supplied with each controller.	
Batteries/Chargers. Each data collector/controller shall have:			
225		One (1) Li-ion rechargeable battery pack, 2600 mAh, with a minimum battery life of 10 hours under normal operating conditions	
226		One (1) manufacturer supplied 120V battery charger for supplied Li-ion batteries	
227		One (1) manufacturer supplied 12 volt battery charger with cigarette lighter adapter for vehicle for supplied Li-ion batteries. (2 hour maximum charging time)	
228		Battery charge status LED indicator	
229		The battery shall be able to be recharged while in the data collector. There shall be no risk of overcharging the battery when in the data collector. The battery should fast charge to 80% in 2 hours and achieve a full charge in 4.5 hours	
Environmental. Each data collector/controller shall:			

Construction Equipment Specifications Table				
Req't#	Requirement	Spec		Req't Met?
230		Operate in a temperature range that meets Military Standards without sustaining damage		
231		Be able to be stored in a temperature range that meets Military Standards without sustaining damage		
232		Be designed and built so that no damage will result from operation in the following weather conditions:		
233			Temperature from -20° F to + 120° F	
234			Maximum humidity up to 100%	
235		Tolerate a 4-foot drop to hard surface		
236		Be resistant to rain, snow, dust, sand, cold and heat under reasonable field operating circumstances		
237	Cables: Two (2) download cables to connect the data collector to a USB port on a PC or laptop shall be provided with each data collector			
Additional Software. The data collector/controller shall come with software that allows for:				
238		Wired and/or wireless downloading of files from the data collector to a computer		
239		The editing of files. The software shall be able to create an ascii coordinate file		
240		Exploring files		
241		Opening text documents		
242		Using windows media		
243		Utilizing all other features of the data collector hardware and software		
Manuals and Accessories:				
244		All standard supplied manuals shall be provided including:		
245			An operation manual for the data collector hardware and software	
246			An operation manual for the download software	
247		Each data collector/controller shall come with one (1) heavy duty protective case		
248		Two (2) or more styluses		
249		Display Screen Covers/Protectors		
250		Docking Station		
251		Wire cable to connect to Total Station, GNSS Rover and PC		
252		Hand Strap		
253		Pole holder to mount data collector on prism/GPS pole		
Keyboard				
254		The data collector/controller shall have a full alphanumeric keyboard		
255		On-board 'Help' shall be available at all times to aid user through the menus		

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
256		The data collector/controller shall have multi-tasking capability to allow the user to switch between available menus	
257	Audio: The data collector/controller shall have an integrated speaker and microphone for audio system events, warnings and notifications		
258	Radio Modem: The data collector/controller shall have a license free internal 2.4 GHz frequency-hopping spread-spectrum radio-modem		
Memory:			
259		The data collector/controller shall have internal RAM storage, fully protected from sand, dust, moisture and 100% humidity	
260		The technology used shall not require a battery backup	
261		The data collector/controller shall not lose data if there is no power supplied (battery or external) to the unit	
262		Program space and data storage shall not use the same memory areas	
263		An increase in the size of the program shall not reduce the size of the data storage for the unit	
264		Storage for at least 6,000 data points shall be provided in internal RAM	
265		Data storage shall be possible both with and without the use of a CF/SD card	
266		A type II PCMCIA or SD card slot shall be provided for memory expansion	
Digital Level Requirements:			
267	The Digital Level Package shall provide a complete seamless flow of field data from the Digital Level to the processing software and into Bentley Microstation/InRoads software. The Digital Level package shall also meet the criteria for performing at least second order class II leveling as defined in the "Interim FGCS Specifications and Procedures to Incorporate Electronic Digital/Bar Code Leveling Systems" publication. This Digital Level Package shall include a Digital Level, four (4) meter sectional dual face polymer staff, software, training, tripods, and various miscellaneous items, as specified below.		
Accuracy (Standard deviation height measurement for 1 km double-run leveling)			
268	Electronic Measurement. Standard bar code staff: 1.0 mm (0.004 ft)		
269		Standard bar code staff: 1.0 mm (0.004 ft)	
270		Visual measurement: 2.0 mm (0.005 ft)	
271	Distance measurement with a 20 m (65.62 ft) sighting distance.		
272		Standard bar code staff: 25 mm (0.082 ft)	
273		Visual measurement: 0.2 m (0.656 ft)	
274	Measuring range. Electronic measurement: 1.5 m – 100 m (5 ft - 325 ft)		
275	Measuring range. Visual Measurement: from 1.3 m (4.265 ft)		
276	Telescope magnification: 24x or higher		
277	Measuring time: 3 sec. or better		
278	Maximum tilt range: <15'		

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
279	Setting accuracy - <0.2"		
Batteries / Chargers. The digital level shall come with:			
280		Two (2) rechargeable 6 Volt or greater Li-ion batteries with minimum operating time of 24 hours at 20° C	
281		One (1) 120 Volt wall charger	
Data Storage:			
282		Internal Memory: At least 2,000 measurements and/or 30,000 data lines	
283		External Memory:	
284		PCMCIA Card Slot with two (2) 2Mb PCMCIA cards or USB Flash Drive Support (preferred if applicable)	
285		SD or CF Card Slot with two (2) 2Mb SD or CF cards or USB Flash Drive Support	
286		The ability to download data directly from the level to a laptop or PC	
Standard Components of each digital level not listed above:			
287		One (1) hard shell protective carrying case	
288		One (1) adjusting pin	
289		One (1) silicon cloth	
290		One (1) rain cover	
291		One (1) plumb bob set	
292		One (1) lens cap	
293		One (1) instruction manual	
294		Two (2) download cables	
295		Any other standard components normally delivered	
Accessories:			
296		One (1) heavy duty fixed height tripod	
297		One (1) 13 ft. sectional dual face polymer staff with bar code / ft graduations with the following:	
298		Staff must contain a bulls eye level bubble and a simple mechanism for quick and accurate engagement of the individual sections	
299		Front side with bar code, reverse side with continuous ft graduations for leveling and height measurements	
300		Graduations and accuracy must be in accordance with DIN 18703	
301		One (1) Turning plate (Turtle)	
302		One (1) Turning pin	
Office Software			
303	General Requirements. The vendor will provide 32 and 64 bit executables to install on compatible computers under Microsoft Windows 7 and Windows 8.1. This software will allow data transfer, editing, processing and reporting of all GNSS, total station, and digital leveling data. In addition, the software shall include the functionality listed below.		

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
304	Processing software provided shall be capable of editing/processing/registering/adjusting of all data collected by the equipment included in this contract and shall provide a direct transfer of this data to the Department's CADD Software.		
305	Provide licensing to allow at least 50 concurrent uses of this processing software. Licenses should be pooled and a license management application shall be included. License management application shall allow for checking out of licenses to enable use off network		
Provide complete sets of software documentation			
306		Allow user to organize all data collected within a single project	
307		Contain all data relating to a particular contract or client	
308		Allow for unlimited projects	
Data Download. The user shall be able to:			
309		Configure the type of data	
310		Configure communication parameters (baud rate, port, etc.)	
311		Send and receive files	
312		Change the file destination	
313		Perform file management functions on the storage location (delete files, etc.)	
Data Collection. The user shall be able to change:			
314		Settings on the GNSS receivers for different collection methods (static, fast static, kinematic, RTK, etc.)	
315		Settings such as antenna type, antenna measurement methods (examples: measured to bottom of antenna mount, measured to antenna phase center, etc.) and logging rate	
		Settings on the total station	
Data Import. The user shall be able to:			
315		Import GNSS raw observation, total stations, and digital level data	
316		Create a raw fieldbook file.	
317		Import ASCII/Binary files containing either coordinates or system specific baseline vectors	
318		Import RINEX data in the same manner as proprietary GNSS data	
319		Edit field-entered data and the receiver default file naming convention including station ID, antenna height, antenna type, antenna height measurement method, point offsets, initial station coordinates, and attributes at the time of input using the data download module (data check in)	
320		Edit feature coding, linework, attributes and images	
321		Track all edits to raw field data	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
322		Apply corrections to raw field observations, including curvature and refraction, and slope distance scale factor	
323		Compute traverse closures	
324		Review traverse observation sets	
325		Review/edit setups/heights/ and orientations	
326		Adjust traverses using compass closure adjustment	
327		Adjust traverses using least squares adjustment	
328		edit target types	
329		Edit field observations	
330		After adjustment all sideshot observations will be adjusted accordingly.	
331		Track all edits to raw field data	
332		Edit field observations	
333		Make measurements from images	
334		Manage images	
Data Export:			
335		After editing/processing and adjustments the software shall be capable of producing a project file which can be transferred into the Department's CADD Software. All survey data collected shall be transferred including setups/orientation, raw observations, linework, feature coding, attributes and images.	
336		The software shall be capable of reporting an ascii text file in TDS raw format	
337		The project file shall include GNSS data, total station data, digital level data, linework, and NYSDOT CADD standard feature coding and attribute names and values	
338	Coordinate Computations/Datum Transformations: Shall provide a module to manage different coordinate systems and datum transformations including the capability to add, edit and delete different ellipsoids, map projections, geoid models and datum transformations		
Project Reporting:			
339		The software shall allow for the creation of custom Import, Export and Report formats	
340		Examples of subjects to be included in the custom report function shall include Information such as station occupation scenario, observation time, operation type, computed station coordinate/baseline vectors and the corresponding statistics, processing parameters and satellite information	
341		Subjects of the reporting application shall be user selectable	
342		The software shall be capable of exporting data/results to other systems	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
Utilities. The software shall:			
343		Be able to export data to the Department's CADD Software and GIS software packages. Microstation (dgn) design files, Autodesk (dwg, dxf), ArcGIS shapefiles (shp), Google Earth (kml) are examples of exported data types. The export data shall use existing or compatible features tables	
344		Have features that allow users to define and edit parameters for different GNSS antennas	
345		Have an NGS Bluebooking utility to generate NGS Bluebook g and b files	
346		Be able to export raw GNSS data to RINEX 2 data files	
347		Be able to import Geoid models	
348		Be able to import LandXML, Bentley InRoads DTM and Autodesk Civil 3D surface and geometry data and transfer to the supplied data collector for stakeout purposes	
General GNSS Requirements. The software shall:			
349		Provide the full range of GNSS survey applications necessary to achieve precise geodetic measurements according to NGS standards	
350		Have the ability to export all data to a format acceptable to the Department's CADD Software	
351		Be capable of producing data in "Blue Book" format as specified by NGS for inclusion in the National Spatial Reference System	
352		Shall contain the following GPS applications:	
353		Project Management	
354		Mission Planning	
355		Data Download	
356		Data File Editing and Check in	
357		Baseline Processing	
358		Loop Closure Analysis	
359		Network Adjustment	
360		Coordinate Computations/Datum Transformations	
361		Project Reporting (viewing network diagrams, viewing independent baselines by session, summary of baseline statistics, adjustment reports, adjusted coordinates with coordinate system information, NGS Bluebooking files etc.) (making use of RINEX data files, NGS format files etc.)	

Construction Equipment Specifications Table				
Req't#	Requirement	Spec		Req't Met?
362			RTK data processing including the ability to produce a file which can be imported or opened in the Department's CADD Software, including NYSDOT standard feature coding and automated mapping control coding	
General GNSS Requirements. The vendor shall				
363			Provide sufficient licenses, authorizations, or other necessary permissions (as determined by the Department) to utilize the software on an unlimited number of NYSDOT computers without the need for hardware locks or dongles	
364			Provide complete sets of software documentation	
GNSS Mission Planning. The software shall:				
365			Provide the capability for generation of sky plots of satellite positions, a tabular and graphic representation of computed precisions, rise/set time, and elevation and azimuth of satellites for a specific geographic position using ephemeris data taken from the receiver or manually selected and imported	
366			Allow the user to plan the GNSS fieldwork by combining the obstruction information for multiple points in session planning. Software shall be capable of combining obstructions from at least 4 stations in a session	
367			Provide graphical and numerical information on the satellite constellation for any location at a given time	
368			Be able to enter site location, cut-off angle, time zone, date and times for GNSS satellite window prediction	
369			Allow almanac files to be imported for the session planning	
370			Always use the most current almanac in the system database	
371			User can manually select an older almanac for use in the survey preparations	
372			Older almanacs may be deleted from the system by the operator	
373			Output shall include individual point or combined session sky plot and observation chart, summary of available satellites, satellite geometry (including PDOP and GDOP) and elevation angle to the individual satellites. The above information shall be output in either graphic or tabular form	
374			Shall be able to specify a time and duration of interest for the observations, or view the entire 24-hour period of the selected date of prediction	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
375		Shall allow the user to introduce obstructions either graphically or from ASCII file input	
376		Effects of the obstructions shall be reflected in satellite availability, PDOP and GDOP computations	
377		Shall provide the ability to show multiple site obstructions (combined curtain) with the satellite orbits for the selected date, time and duration on a single sky plot	
378		Shall allow the user to enable or disable individual satellite(s), depending on the health status of each satellite	
GNSS Baseline Processing. The software shall:			
379		Be capable of processing baselines of several measurement types including static, rapid static, stop and go, kinematic, continuous kinematic, kinematic on the fly, real time kinematic (RTK) and single point positioning	
380		Be able to process RINEX 2 data. The processing of RINEX 2 data shall be identical to processing GNSS raw observation data. The user shall not be required to treat RINEX 2 data processing separately from raw data	
381		Be able to process data using .e18 or .sp3 format precise ephemeris files	
382		Be capable of processing all baselines automatically in a batch process, allow the user to select baselines to be processed and/or by observation session	
383		Allow the user to manually select the non-trivial set of baselines for processing using graphical and tabular selections	
384		Automatically or manually select and/or disable the baselines graphically that are to be processed	
385		Be able to report an ascci text file of all stored baselines including processing statistics	
386		Allow for changing processing parameters including elevation mask angle, session times, ionospheric and tropospheric models, code and/or phase data used, enable/disable individual satellites	
387		Allow the user to select stations and baselines graphically or from selected point lists in order to view/edit the properties. This includes viewing and editing station ID's, antenna heights, station coordinates, coordinate classes, color and fonts of stations, coding and attributes	
388		Be capable of processing different antenna modules using NGS phase center tables	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
GNSS Loop Closure Analysis. The software shall:			
389		Provide for loop closure analysis of all data sets measuring quality of GNSS positions showing ratio statistics and error statistics	
390		Provide a manual selection of baselines for analysis	
391		Also provide automatic closures of all baselines in a batch type mode	
GNSS Network Adjustment. The software shall:			
392		GNSS Network Adjustment. The software shall:	
393		Be capable of performing free, minimally constrained, and fully constrained adjustments. Each station may be individually set as fixed or free in either horizontal and/or vertical component	
394		Allow the user to edit station coordinates and enable, disable, and/or delete stations or baselines	
395		The result of the adjustment shall include both graphical and tabular representation of the residuals in Geodetic or Cartesian formats, error detection, statistical information, absolute and relative error ellipses, external reliability, adjusted variance/covariance matrices, and adjusted station coordinates with standard deviations	
396		It shall be possible to view adjustment results, identify outliers, remove adjustment, if necessary, without losing baseline processing results, refer back to the GNSS baseline processing report, remove raw GNSS data, reprocess the baseline and re-adjust the network in a simple workflow without the need to use more than one software package	
Reporting. Software shall be capable of:			
397		Reporting a project combined factor as ascii text	
398		Reporting both WGS84 and State Plane coordinates to one ascii text file	
Digital Level functions:			
399		Level Book editing	
400		Level Processing	
401		Level Loop adjustment	
402		Reporting	
Total Station Functions:			
403		Data Editing	
404		Data Processing	
405		Traverse Adjustment	
406		Reporting	
Laser Scanner Point Cloud Processing Functions:			
407		Project Creation	
408		Importing of scan data	
409		Registering of scans	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
410		Creation of point/line data including NYSDOT standard feature coding	
411		Creation of TINs	
412		Exporting of data to Department's CADD Software	
Laser Scanner			
413		Shall include all tripods, targets, carrying cases, licenses, software, accessories necessary to perform laser scanning surveys, as specified below, and to process data to deliver into the Department's CADD Software.	
414		Distance Measurement:	
415		Accuracy: 6mm @ 2 - 50m (1 σ) or better	
416		Range: 1m – 120m or better	
417		Scanning Speed: 50,000 pts/sec or better	
418		Additional Features:	
419		Angular Accuracy: 17" or better	
420		Field of View: 360° (Horizontal) x 270° (Vertical) or better	
421		Laser Propagation: Pulsed (Time of Flight)	
422		Compensator: Dual Axis	
423		Environmental Durability (preferred): IP54 or better	
424		Type: pulsed laser with dual axis compensation with survey accuracy, range and field of view. Onboard control and/or wireless control from a computer. Shall have on board memory with USB or SD card data transfer. Shall have integrated digital camera	
425		Shall have the ability to traverse and successfully register the scan based on traversing	
426		Shall have on board power supply capable of powering the scanner for at least 4 hours without recharging. Shall include 4 batteries total. Shall include an AC charger and a vehicle charger	
427		Shall include all standard accessories including transport case, tribrach, and tripod	
428		Shall include additional accessories necessary for performing typical laser scans including:	
429		One (1) twin target assembly that enables sighting a target low or high	
430		Two (2) sets of 6 inch targets, capable of tilting/turning or be of a sphere design that does not require aiming	
431		Three (3) adjustable height prism poles	
432		Three (3) prism pole tripods with carrying bags	

Construction Equipment Specifications Table			
Req't#	Requirement	Spec	Req't Met?
433		Five (5) sheets of 40mm x 40mm reflective targets (minimum of 10 targets per sheet). Targets shall be of high quality white/clear reflective material with cross-hair and adhesive backing.	
434		Shall include all necessary software for onboard control and wireless control from a laptop	
435		Shall include all necessary office software and licenses needed to simultaneously transfer data, view scans, register scans, develop mapping and digital terrain models that can be used with the Department's CADD Software. Software licensing shall be able to be pooled and accessed on a license server. Software shall include a license server application. Licensing shall be provided to enable 20 simultaneous uses of all software modules. Software shall include all necessary modules required to register scans, model 3D point clouds, extract survey features using feature coding and linework creation tools, and publish point cloud data for web based sharing. Software shall also include a web based viewer so that others can view point cloud data without needing to install a software application.	

3.5.1 Cell Modem Note: Consultants should be aware that NYSDOT must use the current NYS OGS centralized contract #PS63766 with Verizon, which is for all cell phone services throughout New York state. This contract expires on 8/15/2017. It is anticipated that OGS will conduct a procurement to renew a statewide cell phone contract for cell phone coverage for all state [agencies](#), which may or may not have an impact on the C031295/C031403 contracts depending upon if the new OGS centralized contract is with a different vendor.

NYS Procurement law directs that existing OGS centralized contracts must be used unless a proposer can provide an alternate cell service carrier which provides at least the same or better amount of coverage in all of New York state as the contract with Verizon contract #PS63766 and that the total cost is equal to or less than the cost of the Verizon contract to provide cell phone or modem cellular call service. Should any proposers offer a cell phone/modem service carrier other than Verizon, then a proposer must provide a cell service coverage map detailing cell service coverage in all of the counties of New York State.

4. PROPOSAL SUBMISSION FORMAT AND CONTENTS

4.1 Overview

For the purposes of separate evaluation, each proposal must be submitted in a separate Technical and Management proposal submittal and a separate Cost and Contract proposal submittal. Each proposal

must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently. The Technical and Management submittal can be evaluated strictly on the basis of its merits, focusing on the firm's responsiveness to the RFP. 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. Technical information is **not** to be included in the Cost proposal. Cost information is **not** to be included in the Technical proposal

NOTE: NYSDOT may 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, provided that NYSDOT agrees beforehand to shield the release of proposed information. If an offeror 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".

Labeling all pages as "confidential" or "proprietary" is unacceptable – such proposals will not be accepted unless the proposer re-labels their proposal to only identify what specific material to shield from public scrutiny. All offerors shall explain the material and substantive 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 your cover letter. NYSDOT reserves the right to only consider those FOIL exemption requests for which public release of such information would truly be injurious to a firm.

Other Proposal Submission Considerations: Document Preparation

In order to promote uniformity of preparation and to facilitate review, Proposals must adhere to the following criteria:

Proposals must be printed on standard 8½ by 11-inch white paper. Pages can be printed double-sided.

Proposals must be organized in accordance with the format set forth in the RFP document.

Proposals must be self-contained and should not reference web-links. Should web links be unavoidable, you must identify what specific information is being reference via the link and must detail the location/path instructions required to locate this specific information. Non-specific link information shall not be considered.

Proposals should strive to consistently use 12 point font size. Smaller font sizes are allowed in footnotes or table headers but not the text itself. Illustrations that support the text must be simple and direct and be either sized to fit on 8 ½ by 11-inch paper or printed on 11 inch by 17 inch paper as long as the pages are folded to the 8 ½ by 11-inch size, and fold out from the non-bound edge. Illustrations must be reproducible in black and white without obscuring their distinctive information; photographs must be black and white.

Proposals that make extensive use of color photographs or illustrations, or that include separate brochures and overly elaborate embellishments, are discouraged. NYSDOT may need to reproduce proposals for evaluation purposes and the benefit of color would be lost.

A request for protecting confidential information must be on case-by-case basis (i.e., specific information contained in your proposal). Labeling an entire proposal or sections 'Confidential' and/or 'copyright protected' is not allowed and may lead to early proposal dismissal.

Technical and cost proposals must be submitted in separate 3-ring binders with tabbed and labeled sections.

Consultants must deliver hardcopy proposals to the NYS Department of Transportation's Contract Management Bureau no later than 2:00 PM ET on the specified RFP proposal due date. Consultants mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals.

NYSDOT will not accept faxed or e-mailed complete proposals.

NYSDOT may automatically disqualify any offering that is not in compliance with the submission criteria.

4.2 Technical and Management Proposal Submittal Requirements

Technical proposal response requirements are listed below. Please be sure that these instructions are followed to ensure that your proposal is considered responsive to be eligible for contract award.

Technical and Management Proposal Submittal Section Checklist		
<input type="checkbox"/>	Eight (8) printed and bound hard copies with tabbed sections, plus two complete copies on CD/thumb drive in MS Word 2007 compatible format	
<input checked="" type="checkbox"/>	Securely sealed packaging with label (Consultant Name, RFP #C031295/C031403; Technical Proposal)	
<input type="checkbox"/>	Title Page: Clearly labeled with the consultant's name, address, email address and telephone number and the words " Land Surveying Equipment & Services for NYSDOT Office of Design (Contract #C031295) and Land Surveying Equipment & Services for NYSDOT Office of Construction (Contract #C031403)	
<input checked="" type="checkbox"/>	Signed Cover Letter on official business letterhead	
	OFFICE OF DESIGN	OFFICE OF CONSTRUCTION
	Table of Contents identifying each major section and initial-page numbers	Table of Contents identifying each major section and initial-page numbers
	Organization Chart	Organization Chart
<input checked="" type="checkbox"/>	Complete and submit Attachment 6 Company References	Complete and submit Attachment 6 Company References
	Complete and submit Attachment 7 Key Personnel References	Complete and submit Attachment 7 Key Personnel References
	Project Approach and Service Delivery	Project Approach and Service Delivery
<input checked="" type="checkbox"/>	Design Requirements Table One	Construction Requirements Table Two

The consultant must submit eight (8) paper copies and one complete soft copy on a CD or thumb drive (in Microsoft Office compatible format) — each clearly identified on the cover or label with the consultant's name and the words "**Land Surveying Equipment & Services for NYSDOT Office of Design and Office of Construction C031295/C031403 Technical Proposal**". Proposals must be securely sealed and clearly labeled. Any outside packaging containing technical proposal copies must be clearly marked with the words "**Land Surveying Equipment & Services for NYSDOT Office of Design and Office of Construction C031295/C031403 Technical Proposal**". In the case of a discrepancy between the electronic proposal and hard copy proposal, the hard copy proposal shall take precedence.

Note: Cost information is not to be included in your technical proposal, and Technical and Management information is not to be included in your cost proposal.

In response to this RFP, each proposer shall submit one separate complete technical proposal along with one separate complete cost proposal to provide NYSDOT's Office of Construction with hardware, software, training, maintenance and support needed to produce field surveys of NYSDOT's capital projects, and to provide NYSDOT's Office of Design Land Surveyors with hardware, software, training, maintenance and support needed to produce field surveys of the Department's capital projects under two contract awards (C031295 Design and C031403 Construction). Do not submit two separate proposals, one for each contract award.

NYSDOT reserves the right to make clarifications to the scope of services to be performed under this Agreement, via RFP Schedule A, Scope of Services, during contract negotiations with the selected Consultant.

REQUIRED TECHNICAL PROPOSAL SECTIONS:

1. ONE TITLE PAGE SHOULD BE SUBMITTED.

Indicate the name, mailing and e-mail addresses and phone number of the proposer, including a contact person, and name of the person(s) who prepared the proposal. Title shall be: "**Land Surveying Equipment & Services for NYSDOT Office of Design and Office of Construction Contract #C031295/C031403 Technical Proposal**".

2. ONE COVER LETTER SHOULD BE SUBMITTED.

The consultant must submit one signed Cover Letter on official business letterhead. The Cover Letter must accompany each volume and include the following:

The signature of an official authorized to bind the consultant to all of the RFP's provisions.

A statement that, if awarded the contract, the consultant will comply with all the requirements set forth in the RFP.

A statement that the offered named key personnel will be provided once NYSDOT issues a notice to proceed. NYSDOT does not allow unapproved substitutes.

A statement that ALL equipment utilized in the Technical Demonstration for Design and the Technical Demonstration for Construction is the exact equipment models proposed in the written proposal and will be provided once NYSDOT issues a notice to proceed.

Any claims of confidential and proprietary information should also be identified and addressed in this section. NYSDOT may 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, provided that NYSDOT agrees beforehand to shield the release of proposed information. If a proposer 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". **Labeling all pages as "confidential" or "proprietary" is unacceptable – such proposals will not be accepted** unless the proposer re-labels their proposal to only identify what specific material to shield from public scrutiny. All proposers shall explain the material and substantive 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. NYSDOT reserves the right to only consider those FOIL exemption requests for which

public release of such information would truly be injurious to a firm. The State will only consider those items confidential and proprietary which it agrees are confidential and proprietary based on the proof provided by the consultant and responses to the State's questions regarding any such claims.

The following information regarding the consultant's official representative for its proposal:

1. Name of consultant's official representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. FAX number
7. E-mail address of the consultant's representative

(If there are multiple offices of the consultant, indicate which one will be primarily responsible for the contract. Indicate which other offices are also involved.)

The full, legal names of all subconsultants involved in the consultant's response. A brief description of how attainment of the 30% M/WBE goal for the RFP shall be managed and met over the life of the contracts.

3. TABLE OF CONTENTS:

The Table of Contents which should identify each major section of the consultant's proposal, along with its initial-page number. Any offered attachments or addendums shall be cited here.

4. ORGANIZATIONAL CHART AND PROJECT MANAGEMENT PLAN:

Provide a one-page Organizational Chart showing the names and titles of the proposed Project Manager and all key personnel including any subconsultants.

Discuss your proposed management plan to ensure effective and efficient delivery of services (including managing subconsultants) while meeting the project's objectives. At a high level, discuss the proposed consultant staffing plan, as well as maintaining that level of consultant resources over the life of the contract. All consultant replacements are subject to NYSDOT's prior review and approval. If subconsultants are to be used, explain the specific need for the expertise and describe the arrangements.

Present an M/WBE management plan, one which ensures that delivery of the RFP's 30% M/WBE goals are managed and met over the term of the contract. Discuss the role any M/WBE subconsultant would have in the delivery of the RFP's Scope of Services.

The Consultant's Project Manager shall serve as the primary contact for the NYSDOT Project Manager. NYSDOT will have one project manager for Design and one project manager for Construction. The Consultant's Project Manager is responsible for the performance of all key personnel, production staff, and support staff assigned to this Agreement by the Consultant as well as all contractual matters on the Consultant's side. The Consultant's Project Manager shall make all required submittals and receive all transmittals from the Department. The Consultant may propose one Project Manager for Design and one Project Manager for Construction or may propose the same Project Manager for both contracts.

5./6. CONSULTANT FIRM AND PROPOSED KEY PERSONNEL EXPERIENCE:

The qualifications and prior experience of the selected Consultant and proposed key personnel are of great importance to NYSDOT. Direct, prior and relevant experience described in this RFP is highly desirable. Via **Attachment 6 and Attachment 7** submissions, include the resumes of the Project Manager and all proposed key personnel as well as the resumes of subconsultants, one for Office of Design and one for Office of Construction, including the name(s) of the client(s) for which the work was performed; the client contact person name, email address and phone number; and a brief description of the work for which the key person was primarily responsible for; and duration of work. Indicate personnel assigned to this contract that are working, or have worked, on such projects. Include names, addresses and phone numbers of contact points with the listed clients. NYSDOT reserves the right to request information from any reference check source so named, as well as contact additional relevant references. Experience not directly related or comparable to the RFP's Scope of Services will not be evaluated.

Experience with providing instructional training and technical assistance must be demonstrated and supported by verifiable references. Provide a list of prior or current projects which are relevant to this effort, and explain how these are applicable to this Request. Include reference or contact information for verification purposes.

NYSDOT reserves the right to request information from any source so named. NYSDOT also reserves the right to contact additional references should those provided fail to adequately confirm a firm's offered experience. Previous, comparable work experience with NYSDOT is eligible. NOTE: Prior project experience not directly related or comparable to the RFP's Scope of Services will not be evaluated.

NOTE: A SEPARATE TABBED SECTION FOR THE TECHNICAL RESPONSE TO THE SCOPE OF SERVICES FOR C031295 DESIGN MUST BE FOLLOWED BY A SEPARATE TABBED SECTION FOR THE TECHNICAL RESPONSE TO THE SCOPE OF SERVICES FOR C031403 CONSTRUCTION. EACH PAGE'S HEADER SHOULD LIST C031295 DESIGN OR C031403 CONSTRUCTION AS APPLICABLE.

7. PROJECT APPROACH, SERVICE DELIVERY AND EQUIPMENT DELIVERY FOR OFFICE OF DESIGN: Present your approach to ensure the training, services and timely delivery of all equipment are met. Identify specific methods to be used to complete each project requirement. Highlight how the M/WBE goals will be met.

8. PROJECT APPROACH, SERVICE DELIVERY AND EQUIPMENT DELIVERY FOR OFFICE OF CONSTRUCTION. Present your approach to ensure the training and services project objectives are met. Identify specific methods to be used to complete each project requirement. Highlight how the M/WBE goals will be met.

4.3 COST AND CONTRACT PROPOSAL SUBMITTAL REQUIREMENTS

Cost proposal response requirements are listed below. Please be sure that these instructions are followed to ensure that your proposal is considered responsive to be eligible for contract award:

Cost and Contract Proposal Submittal Checklist	
↑	Three (3) Printed and bound hard copies plus complete copy on CD or thumb drive in MS Excel compatible format (as applicable; complete copy in PDF format). Identify the name, title, address, email, and telephone number of person(s) with authority to negotiate, and who may be contacted during proposal evaluation
↑	Securely sealed packaging with label (Consultant Name, RFP #C031295/C031403 Part II Cost Proposal)
	Title Page: Clearly labeled with the consultant's name, address, email address and telephone number and the words “Land Surveying Equipment & Services for NYSDOT Office of Design and Office of Construction C031295/C031403”
	Cover Letter (Copy of Technical Proposal Letter OK)
	Table of Contents
↑	Complete and submit Attachment 2, (sign both Sections II and III)
↑	Complete and submit one set of Attachment 3 Procurement Lobbying Law Compliance Forms (Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) <u>and</u> Offeror Disclosure of Prior Non-Responsibility Determinations). <ul style="list-style-type: none"> • These two forms are required with a firm's RFP Response. • Enter contract number on each form • These forms are also available at: https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions • <i>Note: Failure to submit the completed PLL forms with your proposal will result in elimination from consideration for contract award</i>
	Attachment 8A: Required Total Payment and Quarterly Payment for Office of Design (C031295) and additional required information Attachment 8A Excel Spread Sheet: Submit Cost Derivation
	Attachment 8B: Required Quarterly Lease and Total Payment for Office of Construction (C031403) and additional required information Attachment 8B Excel Spread Sheet: Submit Cost Derivation
	Complete and submit Attachment 9, M/WBE Participation Information Form (one for each contract)
↑	Complete and submit (if applicable) Attachment 10, M/WBE Subconsultant Participation Solicitation Log AND Letter of Explanation of Non or Partial M/WBE Goal Attainment (one for each contact, as applicable)
↑	Complete and submit Attachment 11 Non-Collusive Bidding Certification

NO EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE ENTERTAINED.

Your cost proposal consists of three sections: (1) A labeled tabbed cost section for C031295 which sets forth the cost and supporting information required to deliver the scope of services for the Office of Design; (2) A labeled tabbed cost section for C031403 which sets forth the cost and supporting information required to deliver the scope of services for Office of Construction; and (3) the Contract Section, which provides the required Consultant certifications, information and RFP administrative forms. At least one copy must contain original signatures. Cost information is **not** to be included in the technical submittal, and Technical and Management information is **not** to be included in cost submittal.

4.3.1 Cost Section

Your cost proposal shall consist of completed RFP Attachment 8A for C031295 Design, and completed Attachments 8B for C031403 Construction. Each cost proposal must be placed in a separate tabbed and labeled section. Place “C031295 Design” or “C031403 Construction” in the header on each page as applicable.

Cost Attachment 8A (C031295 Design) will list the total proposed cost and corresponding quarterly payment and will list each cost of the total proposed cost by item/service. The Quarterly All-Inclusive Lease Price Per Additional Item will list the quarterly cost of adding additional items during each quarter of the contract if needed.

Note: New items will only be added on the first day of a quarter. Any item added after the first day of a quarter will only be billed beginning day one of the next quarter. For example, NYSDOT will not be charged for an item added on business day 3 or business day 19 of a month. NYSDOT will be charged beginning the first day of the next quarter. A straight-line depreciation schedule will be used, based on the cost of the item as listed in the Cost Attachment Excel Spread Sheet 8A described below (additional quarterly cost based on $1/20^{\text{th}}$ of cost listed).

Cost Attachment Excel Spread Sheet 8A: Cost Derivation will list, by each RFP category, each cost component of the total cost submitted.

Cost Attachment 8B (C031403 Construction) will list the total proposed cost and corresponding quarterly payment and will list each cost of the total proposed cost by item/service. The Quarterly All-Inclusive Lease Price Per Additional Item will list the quarterly cost of adding additional item(s) during each quarter of the contract if needed.

Note: New items will only be added on the first day of a quarter. Any item added after the first day of a quarter will only be billed beginning day one of the next quarter. For example, NYSDOT will not be charged for an item added on business day 3 or business day 19 of a month. NYSDOT will be charged beginning the first day of the next quarter. A straight-line depreciation schedule will be used, based on the cost of the item as listed in the Cost Attachment Excel Spread Sheet 8A described below.

Cost Attachment Excel Spread Sheet 8B: Cost Derivation will list each cost component by RFP category of the total cost submitted.

Payment Method: Payment for services provided under the project shall be by twenty equal quarterly payments which include ALL costs to deliver all RFP requirements over 5 years. All maintenance and technical support listed in this RFP shall be provided at no additional expense to the Department under the terms and conditions and over the complete duration of the Contract. The cost of all maintenance and technical support shall be included in the total cost offer.

The last and final payment will become due and payable within thirty (30) days after delivery of the final deliverable(s) and a standard NYS voucher. Requests for progress and final payments shall be made by the designated Consultant on standard NYS vouchers.

Title Page: indicating the name, mailing and e-mail addresses and phone number of the proposer, including a contact person, and name of the person(s) who prepared the proposal.

Cover Letter: (copy of Technical Proposal Letter is acceptable)

Table of Contents: Cost proposal sections shall be divided by labeled tabs. Provide a Table of Contents identifying each section and subsection plus any attachments.

Cost Sections: Provide all requested cost information using the RFP's Cost Attachment 8A and 8B.

4.3.2 Contract Sections:

ATTACHMENT 2: Each proposer is required to accept the terms and conditions contained in the RFP's draft contract enclosed as **Attachment 1**. Complete and submit the "Consultant Information and Certifications Form," included as **Attachment 2** to this RFP, to indicate their **acceptance of all** of the terms and conditions contained in the draft Agreement. Altering this form is prohibited and may lead to the proposal being deemed non-responsive and subsequently dismissed. **Attachment 2** also requires the signature of an official authorized to bind the offeror to all of its provisions, a statement certifying that the proposal shall remain valid for at least 365 days, a statement that the firm accepts the RFP's Scope of Service 'as-is', and a statement that, if awarded the contracts, the offeror will comply with all the requirements set forth in the RFP, including the contract terms and conditions in the Contract Provisions section, the New York State and Federal Required Contract Clauses, Proposer Responsibility reporting and filing requirements, Procurement Lobbying Law requirements, and Consultant Disclosure Legislation reporting and filing requirements, except as may be hereinafter modified and accepted by NYSDOT. **NO EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE ENTERTAINED.**

Consultant Identification Number (CIN): All respondents to this solicitation must reference their Consultant Identification Number (CIN) in your Cost proposal (**Attachment 2**). Firms must also identify if they have been assigned a New York State SFS Vendor Identification Number (if one has yet to be and this firm is selected for contract award, NYSDOT will sponsor requesting an SFS number). If an offeror does not have a CIN and they are selected for contract award, they will be required to obtain one through the following NYSDOT Web site prior to negotiation of the contract: "How to Register a New Consultant Firm with NYSDOT" at: <https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions?nd=nysdot>

SFS Vendor ID Number: Each consultant must reference its Consultant Identification Number (CIN) in its cost proposal. If an consultant does not have a CIN and is selected for contract award, it will be required to obtain one through the following NYSDOT web site prior to negotiation of the contract: <https://www.dot.ny.gov/portal/page/portal/main/business-center/consultants/forms-publications-and-instructions>

Each consultant must reference its SFS Vendor Identification Number in its cost proposal. If a consultant does not have an SFS number and is selected for contract award, it will be required to obtain one through NYSDOT sponsorship.

4.3.2.1 M/WBE PARTICIPATION (ATTACHMENTS 9 and 10)

The New York State Department of Transportation has established a combined M/WBE participation goal of 30 percent for each contract resulting from this solicitation. This goal relates to the total proposed cost/total project budget for each contract. Meaningful participation by a certified M/WBE subconsultant(s) counts toward the M/WBE participation goal. Meaningful participation is defined as providing commercially useful functions or services. These services should:

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

A prime consultant that is an M/WBE still must make a good faith effort to include M/WBE subconsultants in their proposal. Only participation by certified MBE and/or WBE subconsultants may count towards the contract participation goal. Participation by a certified MBE or WBE prime consultant does not count towards meeting the contract goal (participation by a certified MBE or WBE prime consultant helps to meet the Department's corporate M/WBE goal).

Interested proposers should verify their attainment of the above established M/WBE participation goal by completing **Attachment 9** M/WBE Participation Information for each contract. Provide the legal names of all certified MBE and certified WBE consultants (prime and/or subconsultant). For participation to count towards the Department's M/WBE goal set for this solicitation, the offered MBE and/or WBE participating firm must be currently certified by Empire State Development. If the proposal does not meet the 30% percent participation goal, the firm must provide evidence of a good faith effort by completing one Attachment 10 M/WBE Participation Solicitation Log (one for each contract, as applicable).

Additionally, if the firm does not meet the specified goal, the firm must include in its submission an M/WBE Goal Attainment Explanation Letter explaining why the firm was unable to meet the applicable M/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.

The above forms and letter must be included in Part II: Cost and Contract submission. Firms are advised to refer to Section V. A. for the procedure the Department will follow in evaluating a firm's proposed MBE and WBE participation.

RFP MODIFICATION ACKNOWLEDGEMENT FORMS: Included with any/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) in your Cost proposal.

PROCUREMENT LOBBYING LAW FORMS: Complete and submit **Attachment 3**. All proposers should visit the "Business Center" Web page on NYSDOT's Web site to read the NYSDOT Policy Summation for the Procurement Lobbying Law of 2005. The web page is located at: <https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions?nd=nysdot>.

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 will result in elimination from consideration for contract award.***

Use Contract Number C031295 and C031403 wherever requested in the forms. Please e-mail the person identified as the contact in the RFP's Administrative Specifications section 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.

5. PROPOSAL EVALUATION PROCESS

The RFP will result in two separate contracts awarded to one Consultant. Best value for this RFP will be determined based on a total 200 point scale, with 100 points reserved for the Office of Design for contract award C031295 and another 100 points reserved for the Office of Construction for contract award C031403, with best value responsiveness being measured and determined separately for each contract award then combined to determine total RFP best value. The best value scores for Design will be added to the best value scores for Construction. The highest total RFP Best Value score will be designated for contract award for both contracts.

The Design section of a proposal will be evaluated separately using the NYSDOT's Best Value method based upon a 100 point scale applied twice (once for each contract). For the Design contract award, the Design Technical section of a proposal will be evaluated by assigning 60 points of the total 100 Design Best Value score and Design Cost section of a proposal will be evaluated by assigning 40 points of the total Design Best Value Score. For the Construction contract award, the Construction Technical section of a proposal will be evaluated by assigning 60 points of the total 100 Construction Best Value score and Construction Cost section of a proposal will be evaluated by assigning 40 points of the total Construction Best Value Score. The Design technical score will be added to the Design cost score to determine Design Best Value, and the Construction technical score will be added to the Construction cost score to determine Construction Best Value. The best value scores for Design will then be added to the best value scores for Construction to determine total RFP best value, and the highest total RFP Best Value score will be designated for contract award for both contracts.

Two contract awards shall be made to the offeror whose proposal receives the highest total RFP Best Value for both contracts, after considering all technical and cost proposals against the RFP's specifications and evaluation factors.

5.1 Pre-Screening of Submitted Proposals

NYSDOT will conduct a pre-screening of each proposal received in response to this RFP to ensure all contents have been submitted in accordance with the proposal formatting instructions as well as the minimum responsiveness requirements as specified in RFP Section 4. RFP specifications include that it is NYSDOT's sole discretionary determination as to whether a proposal is complete (reference "Minimum RFP Responsiveness Requirements" (Section 2.4)). One proposal shall be submitted from each firm competing for award of two contracts. Proposals which do not meet the RFP's Minimum Responsiveness Requirements section may be deemed incomplete and non-responsive by NYSDOT.

Proposals deemed to be non-responsive shall not be considered further. The proposal section for Construction and the proposal section for Design must both pass pre-screening in order for the entire proposal to continue in the best value consultant selection process. NYSDOT will log in all proposals received prior to the proposal due date, and produce a log-in document. NYSDOT will also generate an official document certifying which proposals were received in response to the RFP.

Proposal Due Date. All proposals must be delivered to NYSDOT's Contract Management Bureau's office by 2:00 PM New York time on RFP's proposal due date. Any proposals received after that time/date shall not be evaluated further but shall become NYSDOT property.

Proposal Opening, Log-in and Certification. Proposals received on or prior to the proposal due date and time will be opened, inventoried for completeness, certified, and logged-in (per criteria listed in RFP Section 5). For proposals received before/on the due date, firms may receive clarification questions/requests based upon the response completeness checks, with any requested clarification information due back to NYSDOT by COB that same day. Those proposals which meet all minimum RFP proposal responsiveness requirements shall be considered further in the proposal evaluation process; those which do not may be deemed non-responsive.

Minimum Proposal Requirements. Per RFP Section 4, any proposal which does not include all of the following by the RFP deadline may be determined to be non-responsive. Any proposals deemed non-responsive shall be removed from further consideration (prior to the technical evaluation of proposals):

1. Complete Technical and Management proposal submission.
2. Complete Cost and Contract proposal submission.
3. A proposal which either meets/exceeds the 30% M/WBE contract goal for C031295 and meets/exceeds the 30% M/WBE goal for C031403 or offers acceptable Good Faith Effort documentation and Letter(s) of Explanation.

M/WBE Goal Attainment/GFE Acceptance Review. During the M/WBE goal review process, which will include examination of the adequacy and the robustness of a firm's Good Faith Effort evidence, if it is determined by NYSDOT that the firm did not provide an acceptable Good Faith Effort for reaching the combined 30% MWBE goal for each contract, then the proposal may be deemed non-responsive. Any proposal deemed to be non-responsive by NYSDOT shall be removed from further consideration. NYSDOT reserves the right to ask clarification questions on a firm's M/WBE submission. The proposed M/WBE participation percentages offered for M/WBE subconsultants listed in Empire State Development's M/WBE directory will be reviewed (RFP **Attachment 9.**) Each offered M/WBE must be currently listed in the Empire State Development's M/WBE Directory to count towards the Department's combined 30% M/WBE participation goal for either contract. If the proposed M/WBE participation is less than the established 30% goal, the firm's evidence of a Good Faith Effort (RFP **Attachment 10**) to achieve the goal will be reviewed along with the firm's letter of explanation as to why it was unable to meet the goal. If a proposer submits a proposal which meets or exceeds the 30% M/WBE goal, then the certification registration status of all offered M/WBE subconsultants will be verified by Contract Management Bureau, and if certified, the proposed M/WBE goal accepted. This process will be repeated to cover the M/WBE submissions for each contract award.

If a proposer submits a proposal which does not meet the 30% combined M/WBE goal for C031295 and the separate 30% combined M/WBE goal for C031403, then the submitted good faith logs will be reviewed for acceptability and verification of the robustness of effort. Proposals with blank, missing, incomplete or otherwise unacceptable good faith efforts may be deemed non-responsive. Proposals

deemed by NYSDOT to be non-responsive shall be removed from further consideration. Offerors with acceptable good faith effort logs will have their full proposals proceed further in the Best Value proposal evaluation process.

5.2 Evaluation Category Weight Distribution

Proposals which pass pre-screening will be evaluated using NYSDOT's Best value method based on a 200 total point scale, with 100 points reserved for the Office of Design for contract award C031295 and another 100 points reserved for the Office of Construction for contract award C031403, with best value responsiveness being determined separately for each contract award then combined to determine total RFP best value (bifurcated proposal evaluation process). The weights for evaluation of written proposals are listed below, with these weights applied separately for each contract award (i.e., weights applied for each separate 100 point reserved for each contract award).

Each Design Technical and Management portion and each Construction Technical and Management portion will be evaluated and point scored based on the offeror information provided via RFP Sections 3 and 4 against the RFP's technical requirements. In the RFP's bifurcated proposal evaluation process, the technical portion will constitute 60 per cent of the total Best Value score for a Design proposal and will constitute 60 per cent of the total Best Value score for a Construction proposal. Design's and Construction's technical proposal's 60 points are further divided into 20 points for written proposal evaluation and 40 points for demonstration/interview evaluation.

The cost portion of the bifurcated proposal evaluation process will constitute 40% of the total Best Value score for a Design proposal and will constitute 40% of the total Best Value score for a Construction proposal.

5.3 Technical and Management Proposal Evaluation

Technical evaluation of proposals will be accomplished by the members of a Technical Evaluation Committee (TEC) comprised, as appropriate, of technical, program and management subject matter experts. An evaluator package shall be prepared and submitted to members of the TEC; this package shall contain evaluator instructions and evaluation instruments, and shall become part of the procurement record. The TEC shall be briefed on the proposal evaluation process prior to distribution of proposals. Committee members will first independently determine the degree of responsiveness of each proposal element to the corresponding RFP specification, document their findings and score each proposal individually, and then meet as a group to discuss the proposals. A zero-to-ten point scale shall be used to evaluate degree of responsiveness. Evaluators will be allowed to revise scores on the basis of the committee discussions. Reference check validations may be used to assist with experience considerations.

Proposers responding to this RFP may be requested to clarify issues or to provide additional insights into their proposal through written clarifications after written proposal submission as well as during or after technical demonstrations. If written clarifications are required to complete the technical evaluation of proposals, firms shall receive clarification requests, and technical evaluators will be allowed to revise their technical scores based on consideration of this additional, clarifying information. The Department reserves the right to ask clarifying questions regarding each cost proposal as well as M/WBE participation. Furthermore, the Department reserves the right to request best and final offers from firms that are determined to be susceptible for contract award.

5.3.1 DESIGN: (C031295) Technical and Management Evaluation (up to 60 Points)

The Design section of a technical and management proposal will be evaluated and point scored based upon the factors listed below and will be scored based on 60 points out of 100 total possible points reserved for determining the Design portion of the RFP's total best value. These 60 points are further divided with the written technical and management proposal being point scored with up to 20 points of the total Design technical proposal score and with the Design technical demonstrations evaluated and scored up to 40 points of the total design technical proposal score. (Initial written technical proposal evaluations may be reconsidered via a rescoring opportunity after completion of technical demonstration evaluations.)

For all technical evaluation factors (Except the Requirement Table), proposals will be evaluated against the RFP's specifications and requirements then scored using a zero-to-ten point scale (with definitions) and responsiveness findings documented according to the evaluation categories for technical management proposal evaluation listed below. The Design and Construction Requirements Tables shall be scored per the respective #4 of RFP Section 5.3.1 and 5.3.2 below

Design Written Technical Proposal Evaluation: The major criteria and the respective sub-criteria to evaluate the Design section of a technical proposal are listed below. Sub-sections without a specified weight are considered to be about equal in weight.

1. **Delivery:** Does the proposal: (3 points)
 - a. Demonstrate an understanding of the timing and delivery of the software, equipment, and training?
 - b. Demonstrate the ability to successfully deliver the software, equipment and training?
2. **Training:** Does the proposal: (4 points)
 - a. Demonstrate an understanding of what training will be needed for NYSDOT crews to successfully use this equipment?
 - b. Included resumes of proposed training staff demonstrate relevant qualifications and experience?
 - c. Demonstrate an established training program with readily available training resources?
 - d. Provide optimal and efficient training alternatives such as webinars and recorded training sessions or follow-up on site training by local vendors?
3. **Maintenance and Technical Support:** Does the proposal: (3 points)
 - a. Provide for a local dealer within NYS?
 - b. Demonstrate an understanding of the maintenance schedule and responsibilities?
 - c. Provide a single point of contact to coordinate maintenance issues?
 - d. Demonstrate a support network to answer trouble calls efficiently?
 - e. Demonstrate unique and efficient support such as live internet support?
 - f. Provide an efficient method of obtaining interactive technical support while in the field?
 - g. Provide an efficient method of obtaining firmware/software upgrades?
 - h. Demonstrate qualifications and relevant experience of the key personnel?
4. **Hardware/Software Specifications: Using RFP Section 3.2 Design Deliverables Requirements Table 1:** Type Y in the box if requirement is completely met and N in the box if the requirement is not met. **No comments will be accepted.** This table will be point scored and will represent up to 10 points of the total best value score for the proposal. **If any row in**

the requirement table response is left blank, the RFP's default rule is to assume that the requirement is not met. Once all of Table 1's requirements have been evaluated, the written technical proposal score will be determined via the following score assignment translation table, based on the total number of 'N's received by a proposal:

0-2 N's: 10 points
3 N's: 9 points
4 N's: 8 points
5 N's: 7 points
6 N's: 6 points
7 N's: 5 points
8 N's: 4 points

5.3.1.1 DESIGN Technical Demonstration Evaluation: (40 Points)

All firms submitting proposals which pass pre-screening shall be invited to participate in the Technical Demonstrations which are necessary to compete technical evaluation of the firms' proposals (i.e, no proposal shortlisting). The Technical Demonstration portion of the Design Technical and Management proposal will be technically evaluated, point scored and will account for a separate block of up to 40 points of the total Design best value score for a proposal; the Construction Technical Demonstration portion of each Technical and Management proposal will be technically evaluated, point scored and will account for a separate block of up to 40 points of the total Construction best value score for a proposal. Technical Demonstrations, which are scheduled for two days, one day for Design and one day for Construction, will be held at a time and location to be determined. Technical Evaluators may re-score the earlier-evaluated written technical and management proposal based on additional information acquired via these demonstrations.

Firms shall receive a Technical Demonstration package, which will include instructions, and may include additional clarification questions from the Technical Evaluation Committee (TEC). Firms shall present a brief overview of key personnel present, demonstrate equipment according to the provided instructions and respond to TEC member questions. Participation in interviews by prospective vendors shall be at no cost to the State of New York.

TEC members will evaluate Technical Demonstrations using the RFP's evaluation criteria and weights listed below. A separate score sheet shall be used to record TEC Technical Demonstration findings and scores. TEC members shall evaluate and numerically score the Technical Demonstration independently first, then meet as a group to discuss their findings and scores. TEC members shall document their evaluation findings and may revise their technical demonstration scores as a result of group discussions. Reasons for score changes shall be recorded on the applicable TEC member's hardcopy score sheet as well as in Contract Management's electronic composite score sheet. Clarification Questions may be asked of the proposer and members of the TEC may revise their technical demonstration scores or/and earlier written technical and management scores as a result of technical demonstration findings/group discussions.

Design Technical Demonstration Factors: (40 Points)

Each Proposal shall demonstrate the following:

- a. The equipment and software presented at the demonstration meets the minimum requirements. (4 points)

- b. The ability to create a job on the data collector, make job settings for total station and GNSS rover, and attach a local coordinate system. (3 points)
- c. The ability to setup the prism pole with GPS receiver mounted on top. (3 points)
- d. The ability to connect the GNSS rover to the internet using CDMA modem; the NYSNet RTN using NTRIP; and tracking GPS/GLONASS. (vendor will have to provide internet service for this connection during this demo.) (4 points)
- e. The ability to orient the total station using resection and 3 rtk points, including the ability to review resection results. (3 points)
- f. The ability to measure a set of angles to a sideshot, including the ability to review/accept/reject the results. (3 points)
- g. The ability to create a new total station setup, orienting by stored points and turning sets of traverse observations, including the ability to review/accept/reject traverse set results. (3 points)
- h. The ability of the GNSS Rover and Total Station to collect point and line data using NYSDOT feature coding, linework, and attributes. (4 points)
- i. The ability to collect pavement features in a crosssection method while feature coding and creating linework. (3 points)
- j. The ability to download data collector job, open/edit it in processing software and save a project file that can be transferred (3 points)
- k. The ability to transfer the collected project file data into Bentley Microstation/InRoads. Including Linework, Feature Coding, and attributes.
- l. Vendor shall bring computer with Bentley Microstation InRoads and have NYSDOT CADD settings loaded) (4 points)
- m. The ability to answer any follow up questions the committee may have regarding any aspect of the Proposer's written response or Demonstration. (3 points)

5.3.1.2 Design Reference Checks

Reference checks (to verify offered experience) may be required to complete the evaluation of the Design section of technical proposals. In cases where TEC members are unfamiliar with a firm's work or NYSDOT does not have prior consultant performance documentation, the TEC may request verification of a firm's offered references. Subject references shall be contacted by Contract Management using its standard reference check questionnaire, adjusting that per the RFP. Reference check feedback will be forwarded to the TEC for their considerations. The TEC may meet to consider reference check information. Evaluators will be allowed to revise their technical scores based on consideration of this additional information and their follow-up discussions. Changes to scores and their reasons shall be recorded on written score sheets as well in electronic form. References named or unnamed in the proposal may be contacted to clarify and verify the proposer's experience.

5.3.1.3 Written Technical Proposal Clarifications for Design C031295

NYSDOT reserves the right to seek written clarifications from firms submitting proposals in order to assure a full understanding of their responsiveness to the solicitation's technical requirements. If written clarifications, based upon proposal review, are requested by the Technical Evaluation Committee, a firm which is the target of the clarifications may be asked to provide written clarifications at any time during the proposal evaluation process. Evaluators will be allowed to revise their technical scores based on receipt and consideration of this additional clarifying information and follow-up TEC discussions. Reasons for any score changes shall be documented.

5.3.1.4 Cost Proposal Evaluation For Design C031295 (Up to 40 Points)

Cost proposals shall be reviewed, evaluated and scored for all proposals once they have cleared the RFP minimum responsiveness requirements checks (prescreening). Cost proposals shall be point scored with up to 40 best value points available. Cost proposal clarification questions may be asked.

Cost will be presented in terms of total C031295 contract cost for total C031295 service delivery over 5 years, with corresponding twenty equal quarterly payments. Payments are all-inclusive.

The highest possible cost score for a cost proposal will be based upon the lowest total C031295 cost submitted. The firm with the lowest C031295 total cost will receive a perfected cost score of 40 points. All other proposed C031295 total costs will receive a proportionate lower cost score based on the relation to the lowest offered total cost.

5.3.2 CONSTRUCTION (C031403) Technical and Management Evaluation (up to 60 points)

The Construction section of a technical and management proposal will be evaluated and point scored based upon the factors listed below and will be scored based on 60 points out of 100 total possible points reserved for determining the Construction portion of the RFP's total best value. This 60 points is further divided with the written technical and management proposal being point scored with up to 20 points of the total Construction technical proposal score, and with the Construction technical demonstrations evaluated and scored up to 40 points. (Initial written technical proposal evaluations may be reconsidered via a rescoring opportunity after completion of technical demonstration evaluations.)

For all technical evaluation factors (except the Requirements Table), proposals will be evaluated against the RFP's specifications and requirements then scored using a zero-to-ten point scale (with definitions) and responsiveness findings documented according to the evaluation categories for technical management proposal evaluation listed below.

5.3.2.1 Construction Written Technical Proposal Evaluation

The major criteria and the respective sub-criteria to evaluate the Design section of a technical proposal are listed below. Sub-sections without a specified weight are considered to be about equal in weight.

- 1. Delivery:** Does the proposal: (1 point)
 - a. Demonstrate an understanding of the timing and delivery of the software, equipment, and training?
 - b. Demonstrate the ability to successfully deliver the software, equipment and training in an appropriate time frame?
- 2. Training:** Does the proposal: (4 points)
 - a. Demonstrate an understanding of what training will be needed for NYSDOT crews to successfully use this equipment?
 - b. Include resumes of proposed training staff which demonstrate relevant qualifications and experience.
 - c. Demonstrate an established training program with readily available training resources?
 - d. Provide optimal training alternatives such as webinars and recorded training sessions or follow-up on site training by local vendors.
- 3. Maintenance and Technical Support:** Does the proposal: (5 points)

- a. Provide for a local dealer within NYS?
- b. Demonstrate an understanding of the maintenance schedule and responsibilities?
- c. Provide a single point of contact to coordinate maintenance issues?
- d. Demonstrate a support network to answer trouble calls efficiently?
- e. Demonstrate support provisions such as live internet support?
- f. Provide optimal and efficient method of obtaining interactive technical support while in the field?
- g. Provide an efficient method of obtaining firmware/software upgrades?
- h. Demonstrate qualifications and relevant experience of the key personnel.

4. Hardware/Software Specifications: Using RFP Section 3.5 Construction Deliverables - Requirements Table 2 (10 Points):

Type Y in the box if requirement is completely met and N in the box if the requirement is not met. **No comments will be accepted.** This table will be point scored and will represent up to 10 points of the total best value score for the proposal. **If any row in the requirement table response is left blank, the RFP's default rule is to assume that the requirement is not met.** Once all of Table 2's requirements have been evaluated, the written technical proposal score will be determined via the following score assignment translation table, based on the total number of 'N's received by a proposal.

0-2 N's: 10 points
 3 N's: 9 points
 4 N's: 8 points
 5 N's: 7 points
 6 N's: 6 points
 7 N's: 5 points
 8 N's: 4 points

5.3.2.2 Construction Technical Demonstration Evaluation: (40 Points)

All firms that submit a proposal which passes pre-screening shall be invited to participate in the Technical Demonstrations, which are necessary to complete technical evaluation of each firm's proposals. The Technical Demonstration portion of each Technical and Management proposal will be technically evaluated and point scored and will account for a separate block of up to 40 points of the total best value score for a Construction proposal. Technical Demonstrations, which are scheduled for two days, one day for Design and one day for Construction will be held at a time to be announced. Technical Evaluators may re-score the earlier –evaluated written technical and management proposal based on additional information acquired via these demonstrations.

Firms shall receive a Technical Demonstration package, which will include instructions, and may include additional clarification questions from the Technical Evaluation Committee (TEC). Firms shall present a brief overview of key personnel present, demonstrate equipment according to the provided instructions and respond to TEC member questions. Participation in interviews by prospective vendors shall be at no cost to the State of New York.

TEC members will evaluate Technical Demonstrations using the RFP's evaluation criteria and weights listed below. A separate score sheet shall be used to record TEC Technical Demonstration findings and scores. TEC members shall evaluate and numerically score the Technical Demonstration independently first, then meet as a group to discuss their findings and scores. TEC members may

revise their technical demonstration scores as a result of group discussions. Reasons for score changes shall be recorded on the applicable TEC member's hard copy score sheet as well as in Contract Management's electronic composite score sheet. Clarification Questions may be asked of the proposer and members of the TEC may revise their Technical Demonstration scores or/and earlier written technical and management scores as a result of group discussions.

Construction Technical Demonstration Factors

Each proposal shall:

- a. Demonstrate the ability to create a job, make job settings for total station and GNSS rover, attach a local coordinate system and load job data (ascii, dxf, alg and/or dtm files) on to data collector. (2 points)
- b. Demonstrate that the GNSS Rover (with receivers that include a license free 900 Mhz radio system for local RTK, include a CDMA modem, and that communications devices work without the need for FCC radio licensing) has the ability to connect to the NYSNet Real Time Network and can utilize GPS and GLONASS signals. (3 points)
- c. Demonstrate the ability of the GNSS system to run a base-rover configuration. (1 point)
- d. Demonstrate the ability of the GNSS base-rover configuration to operate out to a range of at least 2-miles in reasonable conditions. (2 points)
- e. Demonstrate the ability for the data collector and loaded software to communicate with and collect data from both the GNSS and Total Station at the rod in the same data collector file in the same session. (2 points)
- f. Demonstrate the ability to position and orient the total station using the NYSNet RTN and total station resection. (1 point)
- g. Demonstrate the ability of the GNSS Rover and Total Station to collect point and line data using feature coding, linework, and attributes. (1 point)
- h. Demonstrate the ability of the GNSS Rover and Total Station to stake to alignments and surfaces. (2 points)
- i. Demonstrate the ability of the Total Station to turn sets of traverse observations, including the ability to review/accept/reject traverse set results. (2 points)
- j. Demonstrate that the total station can track a standard or special prism. (1 point)
- k. Demonstrate that the total station has some automated method of relocating the prism once lock with the total station is lost. (3 points)
- l. Demonstrate that the total station can be sufficiently operated from the prism pole at a distance of at 300 meters or greater. (2 points)
- m. Demonstrate that the total station can be operated remotely by the data collector to view, pan and select and remotely measure points shown in the live image feed. (2 points)
- n. Demonstrate that the proposed data collector includes a physical alpha numeric keypad. (1 point)
- o. Demonstrate that the data collector screen is readable in variable lighting conditions. Including, but not limited to bright sunlight. (2 points)
- p. Demonstrate the ability to download data collector job, open/edit/adjust it in processing software and save a project file that can be transferred. (1 point)
- q. Demonstrate the ability to export a TDS.raw file format. (1 point)
- r. Demonstrate the ability to import collected project file data into the Department's CADD software. (1 point)
- s. Demonstrate that the data transfer is efficient. (1 point)

- t. Demonstrate the ability of the laser scanner and processing software to collect data, process and view scan data, register point clouds, create mapping and surface models (TIN, DTM, etc.) from laser scan data. (3 points)
- u. Demonstrate the ability of the laser scanner processing software to import into CADD Software. (1 point)
- v. Demonstrate the ability of the laser scanner to traverse and successfully register the scan based on traversing. (2 points)
- w. Demonstrate the ability to answer any follow up questions the committee may have regarding the Proposer's Written Response or Demonstration. (3 points)

5.3.2.3 Reference Checks Construction: Reference checks (to verify offered experience) may be required to complete the evaluation of Construction section of technical proposals. In cases where TEC members are unfamiliar with a firm's work or NYSDOT does not have prior consultant performance documentation, the TEC may request verification of a firm's offered references. Subject references shall be contacted by Contract Management using its standard reference check questionnaire (with possible appropriate modifications), adjusting that per the RFP. Reference check feedback will be forwarded to the TEC for their considerations. The TEC may meet to consider reference check information. Evaluators will be allowed to revise their technical scores based on consideration of this additional information and their follow-up discussions. Changes to scores and their reasons shall be recorded on written score sheets as well in electronic form. References named or unnamed in the proposal may be contacted to clarify and verify the proposer's experience.

5.3.2.4 Written Technical Proposal Clarifications (Construction): NYSDOT reserves the right to seek written/oral clarifications from firms submitting proposals in order to assure a full understanding of their responsiveness to the solicitation's technical requirements. If written clarifications, based upon proposal review, are requested by the Technical Evaluation Committee, a firm which is the target of the clarifications may be asked to provide written clarifications at any time during the proposal evaluation process. Evaluators will be allowed to revise their technical scores based on receipt and consideration of this additional clarifying information and follow-up TEC discussions. Reasons for any score changes shall be documented.

5.3.2.5 Cost Proposal Evaluation for Construction (Up to 40 Points)

Cost proposals shall be reviewed, evaluated and scored for all proposals once they have cleared the RFP minimum responsiveness requirements checks (prescreening). Cost proposals shall be point scored with up to 40 best value points available. Cost proposal clarification questions may be asked and documented should any occur.

Cost will be presented in terms of total C031403 contract cost for total C031403 service delivery over 5 years, with corresponding twenty equal quarterly payments. Payments are all-inclusive.

The highest possible cost score for a cost proposal will be based upon the lowest total C031403 cost submitted. The firm with the lowest C031403 total cost will receive a perfected cost score of 40 points. All other proposed C031403 total costs will receive a proportionate lower cost score based on the relation to the lowest offered total cost.

5.4 Final Written Technical Proposal Evaluation (Re-Scoring: For Design and Construction), Scoring of written technical proposals for both the Design and the Construction technical proposal sections shall remain open until after conclusion of evaluating and scoring the Technical

Demonstrations. Members of the TEC shall be given the opportunity to revise (re-score) their earlier written technical proposal scores/findings based upon the additional clarification information gained from the Technical Demonstrations. TEC members shall revisit their original hard copy score sheets and should any after-Technical Demonstration changes be in order, such as evaluation response to clarification questions sent after the Technical Demonstration, TEC members may revise their after-group discussion written technical proposal scores as a result of further group discussions. Reasons for any and all score changes shall be recorded on the applicable TEC member's hardcopy score sheet as well as in Contract Management's electronic composite score sheet. Once the re-scoring of written technical proposals has concluded, TEC members shall sign/date and surrender their score sheets to Contract Management Bureau.

5.5 Best and Final Offers (BAFO; Optional) & Proposal Withdrawal For Design and Construction)

NYSDOT reserves the right to request Best and Final Offers (BAFO) from firms responding to this RFP. NYSDOT may award contract #C031295 and contract #C031403 without requesting a BAFO. Any Best and Final Offer request may ask additional further clarifying technical and/or cost proposal questions of firms to further clarify their submitted proposals. NYSDOT also may request a cost only BAFO. Should NYSDOT opt to request BAFOs, all firms attending the demonstrations will receive a BAFO request. Responding firms will be allowed to submit a Best and Final Offer (technical and/or cost); firms may opt to not submit a BAFO. Evaluators will be allowed to revise their technical scores for the written proposal based on their consideration of any new or changed Technical proposal information contained in any Best and Final Offer (will re-sign/re-date the applicable hardcopy score sheets). If changes to a firm's Technical Proposal lead to corresponding, necessary revisions to their Cost Proposal (or should a firm opt to clarify their cost proposal) or should the Department opt to request cost-only BAFOs, the Department's Contract Management Bureau representative shall make the necessary, appropriate adjustments to that firm's cost proposal evaluation.

Should any firm withdraw their proposal before or after a possible BAFO request, NYSDOT will remove that firm's technical and cost information from the Best Value evaluation documentation and shall recalculate the remaining field's technical and cost scores (without the withdrawn firm's information).

5.6 Final RFP Best Value Determination

For Design C031295: After evaluation of all technical information submitted by competing consultants, NYSDOT will sum up a firm's total initial written proposal scores with its Technical Demonstration score to determine final average, raw Design best values score, (i.e. initial written proposals, written clarifications, and possible Best and Final Offers). NYSDOT will next perfect (curve) the Design technical proposal scores so that the highest-rated raw average technical proposal score for C031295 gets assigned a perfect score of **60** points for this solicitation with the other technical scores adjusted proportionately downward. Cost proposals for C031295 have previously been evaluated and the resulting cost score perfected by cost proposal scoring rule (lowest total cost getting 40 points). Perfected cost scoring results will be added to the perfected technical proposal score to generate a final best value score for Design contract award C031295.

For C031403: After evaluation of all technical information submitted by competing consultants, NYSDOT will sum up a firm's total initial written proposal scores with its Technical Demonstration score to determine final average, raw Construction best value score. NYSDOT will next perfect

(curve) the Construction technical proposal scores so that the highest-rated raw average technical proposal score for C031403 gets assigned a perfect score of **60** points for this solicitation with the other technical proposal scores adjusted proportionately downward. Cost proposals for C031403 have previously been evaluated and the resulting cost score perfected by cost proposal scoring rule (lowest total cost getting 40 points). Perfected cost scoring results will be added to the perfected technical proposal score to generate a final best value score for Design contract award C031403.

The final best value score for C031295 and the final best value score for C031403 shall be combined to determine the final total RFP best value score. Firms shall be ranked in Final RFP Best Value score order (highest to lowest). The one firm with the highest Final RFP Best Value score shall be recommended for contract awards for contract C031295 and for contract #C031403.

Tie-Breaking Rule: **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).

Once all possible score ties have cleared, NYSDOT will determine the Final Best Value Score, where after the proposal with the highest Final RFP Best Value score shall be recommended to NYSDOT Executive Management for contract award for contract #C031295 and C031403.

5.7 Consultant Selection Recommendation & Tentative Contract Awards

A consultant selection and designation memo shall be prepared and forwarded to the applicable NYSDOT Executive Manager(s) with an accompanying RFP proposal evaluation process results report. The memo shall recommend selection of the top-ranked combined RFP Best Value Consultant for tentative contract award of contracts #C031295 and #C031403 to NYSDOT Executive Management. The Executive Manager will be asked to concur with the final conclusion of the proposal evaluation process - a recommendation for the tentative contract awards for the Department - and designate the top- RFP Best Value rated consultant based upon the above results.

Should negotiations with the top-ranked RFP Best Value Consultant fail to produce agreed-upon contracts, then NYSDOT Executive Management will designate and award contract #C031295 and contract #C031403 to the next highest-ranked RFP Best Value Consultant. The Department will then enter into negotiations with the second-highest best value rated Consultant. This process may repeat itself until acceptable contracts are consummated. The consultant designation becomes final after the NYS Office of the State Comptroller approves Contract #C031295 and #C031403.

The designation shall be publically posted. Once the public has been notified of the solicitation's results, negotiations with the selected Consultant can commence. The final contract is subject to approval by NYSDOT, the Attorney General, and the Office of the State Comptroller, and is not binding until such approval is received.

At the conclusion of the proposal evaluation process, an announcement of NYSDOT's designation(s) will be posted the 'Consulting Services' listing on NYSDOT's website via: <https://www.dot.ny.gov/business>. All proposers will be notified in writing regarding the results from the solicitation. All non-designated firms will be offered an opportunity to request a debriefing. A debriefing, preferably done over the phone, is limited to a review of how your proposal fared against the RFP's requirements.

It is expressly understood that this RFP does not commit NYSDOT to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract services or supplies. Further, NYSDOT shall have no obligation or liability whatsoever to the vendor selected as a result of this solicitation, unless and until a contract satisfactory to NYSDOT is approved and executed by the vendor and all necessary State officials.

6. Administrative Specifications

6.1 Inquiries and Information

All questions concerning this solicitation must be directed only to Barbara Sonenberg, NYSDOT Contract Management Bureau. The last date to submit questions for this solicitation is indicated in Section 6.4, Tentative Schedule of Key Events. All inquiries should be addressed to:

Barbara Sonenberg, NYSDOT Contract Management Bureau
E-Mail: barbara.sonenberg@dot.ny.gov
Fax: 518-457-8475

NYSDOT will do its collective best to respond to all questions of a substantive nature, answers to which shall be posted to NYSDOT's website under this solicitation. NYSDOT will also send out informal 'Announcements' to all vendors who register their potential interest with the designated NYSDOT contact person. A list of parties expressing potential interest shall also be posted onto NYSDOT's website shortly after the Pre-Proposal Webinar is held.

6.2 Proposal Submission

The proposal shall be signed by an official of the firm who is duly authorized by the responding firm to bind the proposer to its offer (as clarified by the proposal evaluation process and by the negotiation process). One proposal shall be an original (and identified as such); all others are to be copies.

Your proposal must be received by NYSDOT by 2:00 PM ET on the day indicated in Section 6.4, Schedule of Key Events (below). The proposal must be addressed to:

William A. Howe, Director, Contract Management Bureau
New York State Department of Transportation
50 Wolf Road, 6th Floor
Albany, New York 12232
Attention: Barbara Sonenberg RFP C031295/C031403

6.3 State's Rights to Proposals

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

- 1) To accept or reject any or all proposals;
- 2) To correct any arithmetic/formulaic errors in any or all proposals;
- 3) To change the proposal's due date upon appropriate notification to interested firms;
- 4) To eliminate any mandatory RFP specification unmet by all offerors in the evaluation of received proposals;
- 5) To adopt any or all of a successful offeror's proposal;

- 6) To negotiate modifications to the scope, milestone payment schedule and total cost, and contract terms and conditions with the selected offeror prior to contract award only if it is in the best interest of the State to do so;
- 7) 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;
- 8) To revise/amend any provision of this RFP by written notification to offerors, prior to proposal submission;
- 9) To eliminate any requirement that is found to be unmet by all offerors;
- 10) 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;
- 11) To select and award the contract to the offeror whose proposal represents the best value to NYSDOT;
- 12) Should NYSDOT determine that the negotiations with the selected offeror will not result in a contract, to begin contract negotiations with the next-best-value offeror(s) responsive to this RFP — without again requesting proposals;
- 13) If NYSDOT terminates the contract — without again requesting proposals, to begin contract negotiations with the next-best-value offeror; and
- 14) Any contract entered into pursuant to an award of this solicitation shall contain a provision which grants the option to extend the terms and conditions of such contract to any other New York state agency. However, any response to this solicitation shall be based solely on the purpose of this solicitation and shall not factor in the possibility that this contract may, in the future, be applicable to other state agencies. Please be advised that any award made pursuant to this solicitation shall be based on the specific requirements of this solicitation only.

6.4 Tentative Schedule of Key Events

Please note the following **Tentative Dates and Deadlines**:

Pre-Proposal Webinar	October 16, 2015
Question Submittal Deadline	October 23, 2015
Answers to Questions Published	October 30, 2015
Proposals Due	December 3, 2015 at 2:00 PM (EST)
Proposal Evaluation Begins	December 2015
Technical Presentations	January 2016
Contract Negotiations	January-February 2016
Contract Execution	April 2016

6.5 Pre-Proposal Webinar

NYSDOT will hold an optional Pre-Proposal Webinar. The agenda shall be a review of the RFP and its attachments as well as any changes to the RFP since it was first issued. Questions may be submitted in advance or asked at the webinar. The Pre-Proposal Webinar shall be held on September 25 at 11:00 AM. **To register for the webinar, please contact: barbara.sonenberg@dot.ny.gov.**

Some questions may have to be deferred. Answers to all substantive questions shall be publically posted onto NYSDOT's website under this solicitation, and all parties notified via announcement. E-mail notices shall be sent to the e-mail addresses of all parties who officially register their interest in this RFP. Only written answers posted on the NYSDOT website will be official. Questions that address possible conflicting information in this RFP will be resolved via formal Modification to this

RFP and posted on the NYSDOT website, with all firms expressing interest being notified via e-mail. To be deemed responsive, all firms offering proposals are required to acknowledge receipt of any and all RFP Modifications in writing (by submitting the one-page acknowledgement response form included in the RFP Modification document).

6.6 Protest Procedure

NYSDOT has an established protest procedure to be utilized when an interested party challenges a Non-Engineering consultant designation by NYSDOT. The complete procedure can be accessed via http://www.dot.ny.gov/main/business-center/consultants/consultants-repository/misrep_protest.pdf

6.7 Information for the Selected Consultant

The following items are presented for proposer information, to make interested parties aware of contract-related items to which selected Consultant(s) need to pay attention.

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 Prime Consultants with NYSDOT contracts (as well as all subconsultants with contract contributions greater than \$100,000) will be required to provide vendor responsibility information through the Office of the State Comptroller (OSC) website, via <http://www.osc.state.ny.us/vendrep/index.htm>, before negotiation of a contract. Offerors must certify the accuracy of the information they provide in the questionnaire. The date your firm certifies your OSC vendor responsibility filing will appear on the contract signature page.

Contractor Tax Certification

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

http://www.tax.ny.gov/pdf/2006/fillin/st/st220ca_606_fill_in.pdf (Form ST-220-CA)
http://www.tax.ny.gov/pdf/2007/fillin/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** to this RFP. Your attention is drawn to the insurance requirements for this Project that are contained in **Attachment 1, Article 11**. These insurances are mandatory for the firm(s) selected as a result of this solicitation and will not be waived. Proof of Workers' Compensation and Disability Benefits Insurance are required before the amendment can be approved. The following are acceptable proofs:

1. Workers' Compensation Coverage:

- Form C-105.2 Certificate of Workers' Compensation Insurance issued by private insurance carriers
- Form U-26.3 Certificate of Workers' Compensation Insurance issued by the State Insurance Fund
- Form SI-12 Certificate of Workers' Compensation Self-Insurance
- Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self Insurance

2. Disability Benefits Coverage:

- Form DB-120.1 Certificate of Disability Benefits Insurance

- Form DB-155 Certificate of Disability Benefits Self-Insurance

3. WC/DB Exemption:

- CE-200 Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage For more information see GFO Chapter XI Section 18G

Please Note:

- The name and FEIN of the contracting entity must match the name and FEIN identified on the proof of coverage or exemption.
- Certificates of Insurance shall be in a form satisfactory to the Department. The ACORD 25 Certificate must be accompanied by an ACORD 855 "New York Construction Addendum" completed to indicate information about the liability insurance.
- In the instance of exemption, please be advised that the WCB does not verify Attestations for Exemption. As the State contracting entity, you must verify the acceptability of the entity's reason for exemption and communicate that reason to the OSC auditor requesting proof of compliance; please verify and provide a copy of the signed and dated exemption certificate.
- To assist you and your vendor to resolve this matter, the following links to information regarding acceptable proofs of coverage are provided:
Workers' Compensation: <http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>
Disability Benefits: <http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>
Exemption: http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp
- Please find a link to the attached WCB publication Prove it to Move it Program 2010, which outlines current guidelines for WCB compliance: <http://www.wcb.ny.gov/content/main/Employers/ProveItToMoveIt.pdf>
- Questions regarding coverage requirements may be directed to the WCB compliance division, Walter Peretti, 518-402-8330, walter.peretti@wcb.ny.gov.

4. Other NYSDOT Insurance:

The Agreement requires the Consultant to PROCURE AND MAINTAIN UNTIL FINAL ACCEPTANCE OF THE WORK in the amount specified in Article 11 ACORD 25 and ACORD 855 insurance certification forms are acceptable.

Consultant Employment Disclosure Requirements of this Project

The Consultant selected for this solicitation shall be required to complete "State Consultant Services – Contractor's Planned Employment" (**Attachment 4, Consultant Employment Disclosure Legislation Form A**) 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" (**Attachment 4, Consultant Employment Disclosure Legislation Form B**) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May15 of each year the contract is in effect.

Consultant Responsibility When Proposing to Use a Former NYSDOT Employee

It is the Consultant's responsibility to ensure that they propose staff 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 Ethics Commission that approves their participation in the subject project. For an outline of the procedure that applies to this situation, see **Attachment 5**.

Registration with NYSDOT

Should this solicitation lead to a designation, it is the Consultant team's responsibility to electronically register their firm, including all subconsultants, 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 OSC for approval. Registered firms are responsible for verifying and updating their registration information for the duration of the agreement. Section 6 of this RFP provides more information.

Registration with Statewide Financial System (SFS)

Should this solicitation lead to a designation, the Prime Consultant will be required to register electronically with New York State's SFS. If a firm is 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, usable for all NYS-related transactions. 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 but is instructed to enter its SFS number in **Attachment 2**. However, an SFS vendor number is specific to the legal name of a firm. Since many firms have different variations of their business identities, firms will be required to register in the name of the business entity with which NYSDOT is doing business.

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ATTACHMENT 1

Draft Contract

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

F. A. NO.: _____

P.I.N.: _____

COMPTROLLER'S CONTRACT NO. C031_____

PROJECT: _____

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 Department of Transportation (hereinafter referred to as "STATE") whose office is 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.

The CONSULTANT shall perform all of the work described in SCHEDULE A 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 AGREEMENT. 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 personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this AGREEMENT. It is understood and agreed that _____ shall serve as the CONSULTANT's Project Manager and as such shall have the responsibility for the overall supervision and conduct of the work on behalf of the CONSULTANT and that the persons described in SCHEDULE A shall serve in the capacities described therein. Any change of key project personnel by the CONSULTANT shall be subject to the prior written

approval of the STATE. The STATE reserves the option to extend the terms and conditions of this AGREEMENT 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 AGREEMENT.

The contract documents shall be deemed to include this AGREEMENT (including EXHIBITS), the provisions required by state and federal law to be inserted in the AGREEMENT as set forth in APPENDIX A, APPENDIX A-1, APPENDIX B and APPENDIX C, SCHEDULE A (including EXHIBITS), SCHEDULE B (including EXHIBITS), the STATE's Request for Proposals (RFP; dated ____) incorporated by reference, and the CONSULTANT's Proposal (dated ____) incorporated by reference.

ARTICLE 3. INSPECTION.

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

ARTICLE 4. TERM OF THE AGREEMENT.

The CONSULTANT agrees to complete all the work of this AGREEMENT as required by this AGREEMENT within a 5 year base term for this AGREEMENT, which shall commence on _____, ____ and end on _____, ____.

ARTICLE 5. PROVISION FOR PAYMENT.

Item I The STATE shall pay to the CONSULTANT and the CONSULTANT agrees to accept as full compensation for its services under this Agreement, a price of _____ unless there is a substantial change in the scope, complexity or character of the work to be performed.

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. In no event, however, will monies be deleted from this Agreement except pursuant to ARTICLE 16 hereof, entitled Termination.

Item III The number of months of training provided under Special Provision 11 in Appendix C is_____.

ARTICLE 6. MILESTONE PAYMENTS.

The CONSULTANT shall be paid in milestone progress payments based on a payment schedule established by the Project Director and the CONSULTANT, as follows:

Payment will be made via twenty equal quarterly payments based on submitted, acceptable quarterly billings. Payments are all-inclusive. No additional costs may be presented such as delivery, maintenance, overhead, fee, direct nonsalary costs, travel, lodging etc.) The STATE will make

payments to the CONSULTANT in accordance with Section 179(f) of the State Finance Law. Payments 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 maintain and update once each month, if changes have taken place or are anticipated, the Project Schedule contained in SCHEDULE A hereto.

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 subcontractors and subconsultants within ten (10) days after receipt of payment from the STATE.

ARTICLE 7. CONTRACT PAYMENT.

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

ARTICLE 8. 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 Sub Contractors and Sub Consultants within ten (10) calendar days of receipt of final payment from the STATE.

The CONSULTANT is required, if it is a "foreign" (Out of State) corporation or entity, to obtain and submit the required "Tax Clearance" certificate to the STATE at the time of contract signing and again before processing the final payment. It should be noted that any time taken to satisfy or furnish this Tax Clearance certificate shall extend the required payment date by an equal period of time. The Tax Clearance certificate can be obtained by mailing a request to:

New York State Department of Taxation and Finance
Tax Status Unit
Building 8, Room 938
State Office Building Campus
Albany, NY 12227

Alternatively, it may be obtained by phoning the Corporation Tax Information Center at 1-888-698-2908 and making the request there. The certificate content is public information and the certificate is free of charge.

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 8 (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 9. 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. Work which the CONSULTANT is obligated to perform in accordance with Article 9 hereof shall be performed without cost to the STATE. Compensation for other 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 10. CONSULTANT RESPONSIBILITY.

To the fullest extent permitted by law, the Consultant shall indemnify and save harmless the State, and/or any municipality, public benefit corporation, railroad, and/or public utility whose property or facilities are affected by the work, from suits, claims, actions, damages and costs, of every name and description arising from the work under its contract during its prosecution and until the final acceptance thereof. The Consultant and any assigns, heirs, or successors in interest shall also indemnify and save

harmless, to the fullest extent permitted by law, the inspecting engineer or inspector working for the State relative to the project from suits, claims, actions, damages and costs involving personal injury and property damage arising from the Consultant's work under the contract during its prosecution and until the final acceptance thereof. The State may retain such monies from the amount due the Consultant as may be necessary to satisfy any claim for damages recovered against the State, any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work or consultant inspecting engineers or inspectors working for the State relative to the project. The Consultant's obligation under this paragraph shall not be deemed waived by the failure of the State to retain the whole or any part of such monies due the Consultant, nor where such suit, action, damages and/or costs have not been resolved or determined prior to release of any monies to the Consultant under the contract, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Consultant, Subconsultant or the State, any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work, or for any consultants working for the State.

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, or the negligence of any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the contract work, or the negligence of any consultants working for the State, their agents or employees, relative to the construction, alteration, or repair or maintenance of a building, highway or structure or appurtenances and appliances thereof including moving, demolition and excavating connected therewith.

ARTICLE 11. 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 -) or better or approved by the Department. The Department may, at its sole discretion, permit the placement of policies with a non-authorized carrier or carriers upon request by the Consultant accompanied by the documentation required by 11 NYCRR §27.0 *et seq.*; provided that nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances. The Consultant shall deliver to the Department evidence of such policies as the Department deems necessary to verify that the required insurance is in effect. If policies are changed or canceled, the CONSULTANT shall inform the STATE immediately. The STATE will determine whether to issue an order to the CONSULTANT to stop work.

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

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

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

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

Certificates may be mailed to the:

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

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

- a. Be in a form satisfactory to the Department. The ACORD 25 Certificate must be accompanied by an ACORD 855 “New York Construction Addendum” completed to indicate information about the liability insurance.
- b. Be signed and dated by an authorized representative of the insurance carrier or producer.
- c. Disclose any deductible, self-insured retention, aggregate limit.
- d. Refer to this Contract by number on the face of the certificate.

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

- a. Direct the Consultant to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or

- b. May withhold further contract payments in accordance with Article 8 No Payment Due to Consultant's Non-Compliance of the contract agreement, or
- c. Treat such failure as a breach or default of the contract.

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

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

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

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

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

or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the Consultant.

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

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

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

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

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

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

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

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

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

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

5. Umbrella or Excess Liability Insurance. The Consultant shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Consultants, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Consultant or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing equivalent coverage. In the event that umbrella coverage is unavailable, equivalent excess coverage may be substituted. The

minimum required limits for the umbrella/excess coverage shall be sufficient to provide a total of not less than \$5,000,000 per occurrence/aggregate.

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

7. Professional Liability/ Errors and Omissions. (applicable to professional services requiring the signature, stamp or certification of a licensed professional, including, without limitation, erection plans, demolition plans, containment plans, coffer dams, and temporary sheeting.) The Consultant shall maintain at its own expense or shall require to be maintained, such insurance as is customary to compensate the Department for any claims or losses that occur because of Consultant's errors, omissions malpractice or breach of professional obligations. Such policy or policies may be written on a claims-made form so long as coverage is maintained to be in effect to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than \$250,000. subject to approval by the Department, such approval not to be unreasonably withheld, except that it is also agreed that the Department may withhold payment for services rendered under this contract in the event, and to the extent of any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount of no less than \$1,000,000 per claim and \$1,000,000 in the aggregate.

8. Railroad Protective Liability Insurance. (applicable to any consulting work where the consultant is entering railroad right-of-way independent of a construction contract described in §105-09). The Consultant shall maintain at its own expense railroad protective liability policy of insurance in the name of the affected railroad and with limits of coverage as specified in the Special Notes on Railroad Insurance, or if no limits of coverage are specified, the limits shall be not less than \$5,000,000 combined Bodily Injury Liability and/or Property Damage for each occurrence with a \$10,000,000 aggregate Limit applying separately to each annual period. Said policy shall be subject to the approval of the railroad and comply with 23 CFR 646 Subpart A.

ARTICLE 12. 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 13. 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 14. 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 8 of this AGREEMENT.

ARTICLE 15. 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 AGREEMENT shall be treated as an executory contract under 11 USC S365 of the Bankruptcy Laws or successor statute, and be 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 AGREEMENT 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 AGREEMENT.

ARTICLE 16. 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 percentage of work satisfactorily completed by the CONSULTANT, as determined by the STATE, times the Lump Sum amount.

(b) If the termination is brought about as a result of 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 AGREEMENT 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 AGREEMENT.

ARTICLE 17. 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 its 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 18. 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 19. INDEPENDENT CONTRACTOR.

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

ARTICLE 20. COVENANT AGAINST CONTINGENT FEES.

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

ARTICLE 21. TRANSFER OF AGREEMENT.

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

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

ARTICLE 22. PROPRIETARY RIGHTS.

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

ARTICLE 23. SUBCONTRACTORS/SUBCONSULTANTS.

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

ARTICLE 24. ORDER OF PRECEDENCE.

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

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

ARTICLE 25. CERTIFICATION REQUIRED BY 49CFR, PART 29.

The signatory to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

- 1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- 3) does not have a proposed debarment pending; and
- 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: -

ARTICLE 26. CERTIFICATION FOR FEDERAL-AID CONTRACTS.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 27. RESPONSIBILITY OF THE CONSULTANT.

(a) The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by the CONSULTANT under this AGREEMENT. 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 or, nor payment for, the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause action arising out of the performance of this AGREEMENT, 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 AGREEMENT.

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

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

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

ARTICLE 28. SECURITY AND CONFIDENTIALITY OF INFORMATION.

Information received as part of this AGREEMENT 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 AGREEMENT. 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 AGREEMENT.

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

ARTICLE 29. VENDOR RESPONSIBILITY.

The Department of Transportation has undertaken an affirmative review of the proposed consultant's responsibility in accordance with the applicable standards outlined in Comptroller's 'Guide to Financial Operations', and based upon such review, reasonable assurance that the proposed contractor is responsible has been determined.

a). General Responsibility. The Consultant shall, at all times during the Agreement, remain responsible. The Consultant agrees, if requested by the Commissioner of NYSDOT or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

b). Suspension of Work (for Non-Responsibility). The Commissioner of NYSDOT (or his or her designee), in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement at any time when he or she discovers information that calls into question the responsibility of the Consultant. In the event of such suspension, the Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Consultant shall comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of NYSDOT (or his or her designee) issues a written notice authorizing the resumption of performance under the Agreement.

c). Termination (for Non-Responsibility). Upon written notice to the Consultant, and a reasonable opportunity to be heard with appropriate NYSDOT or staff, the Agreement may be terminated by Commissioner of NYSDOT (or his or her designee) at the Consultant's expense where the Consultant is determined by the Commissioner of NYSDOT (or his or her designee) to be non-responsible. In such event, the Commissioner of NYSDOT (or his or her designee) may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

ARTICLE 30. 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) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May 15th of each year the contract is in effect. The CONSULTANT shall provide information regarding all employees providing service under this contract, whether employed by the CONSULTANT or any subconsultant or subcontractor. Form B will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1st to March 31st). Annual employment reports should be submitted to the following three agencies. It is recommended, however, that consultants check the agency websites annually to confirm the addresses.

By mail:

NYS Office of the State Comptroller
Bureau of Contracts
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 or his successor.

ARTICLE 31. 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 #C031____
Title: Director
Address: NYSDOT Contract Management Bur., 6th Fl., 50 Wolf Road, Albany, NY 12232
Telephone Number: 518-457-2600
Facsimile Number: 518-457-2874
E-Mail Address: 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 32. TITLE VI ASSURANCE.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Contract No. _____ 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 also certifies that original copies of this signature page will be attached to all other exact copies of this Agreement.

RECOMMENDED BY

FOR THE PEOPLE OF THE STATE OF NEW YORK

CONTRACT MANAGEMENT

By: _____
DEPARTMENT OF TRANSPORTATION

DATE: _____

DATE: _____

CONSULTANT Certifications: I certify that all the information with respect to the “Vendor Responsibility Questionnaire” submitted by (CONSULTANT FIRM NAME)

_____ on the _____ day of _____, 201____ pursuant to the requirements set forth in OSC’s Guide to Financial Operations is complete true and accurate. I additionally certify nothing has occurred since the date of that submission that would result in requiring a change or alteration to any of the answers provided on the “Vendor Responsibility Questionnaire” submitted that date.

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

By _____ Date: _____
FIRM

-----PROJECT TITLE -----

APPROVALS

ATTORNEY GENERAL

THOMAS P. DiNAPOLI

STATE COMPTROLLER

By _____

Date _____

Acknowledgement for Contract # _____

For contracts signed in New York State

State of New York)

County of) ss.:

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

NOTARY PUBLIC

My Commission Expires:

For contracts signed **outside** New York State

State of)

County of) ss.:

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

NOTARY PUBLIC

(Signature and office of individual taking acknowledgement.)

My Commission Expires:

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

Updated February 2014

APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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

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

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

APPENDIX B

REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS

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

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its "Procedures for Locally Administered Federal-Aid Projects" (available through NYSDOT's web site at: www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: www.fhwa.dot.gov/programadmin/contracts/1273.htm).

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

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

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

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

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

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under [18 U.S.C. 1001](http://www.uscourts.gov/18%20U.S.C.%201001) and/or the Program Fraud Civil Remedies Act of 1986 ([31 U.S.C. 3801](http://www.uscourts.gov/31%20U.S.C.%203801) et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities that expend Federal awards from a single source may provide a

program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B-- Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

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

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance ([CFDA](#)²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

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

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

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

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

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

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

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

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

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

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

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

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

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

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

² www.cfda.gov/

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

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

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

March 2013

APPENDIX C

SPECIAL EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

Specific Equal Employment Opportunity Responsibilities

1. GENERAL (a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Federal Executive Order 11246, Federal Executive Order 11375, and NYS Executive Order 45, are set forth in required Contract Provisions (Form PR-1273 or 1316, as appropriate) and those Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. Non-discrimination and affirmative action are also required by the State Labor Law, Section 220-e, as amended, and the Regulations of the NYS Department of Transportation relative to federally-assisted programs (Title 49, Code of Federal Regulations, Part 21 and Section 21.5), including employment practices when the agreement covers a program set forth in Appendix B of the Regulations. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for projects activities under this contract.

(b) The CONSULTANT will work with the STATE and the Federal Government in carrying out equal employment opportunity obligations and in their review of their activities under this contract.

(c) The CONSULTANT and all their sub-consultants and/or sub-contractors holding sub-contracts of \$10,000 or more will comply with the following minimum specific requirements of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to contractors and sub-contractors.) The CONSULTANT will include these requirements in every sub-contract with such modification of language as is necessary to make them binding on the sub-contractor.

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

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

4. DISSEMINATION OF POLICY (a) All members of the CONSULTANT's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONSULTANT's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the CONSULTANT's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory (first level of supervision and above) or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the CONSULTANT's equal employment opportunity obligations within thirty days following their reporting for duty with the CONSULTANT.

(3) All personnel who are engaged in direct recruitment for the project will be instructed in the CONSULTANT's procedures for locating and hiring minority group employees by the EEO Officer or appropriate company official. (Minority group referred to herein shall mean Black, Hispanic, Asian/Pacific Islander, American Indian/Alaskan.)

(b) In order to make the CONSULTANT's equal employment opportunity policy known to all employees, prospective employees and potential sources or employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the CONSULTANT will take the following actions:

(1) Notices and posters setting forth the CONSULTANT'S equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The CONSULTANT's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

(c) In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a sub-contract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this agreement and the Regulations relative to non-discrimination.

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

(b) The CONSULTANT will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the CONSULTANT's EEO Officer will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the CONSULTANT for employment consideration. In the event the CONSULTANT has a valid bargaining agreement providing for exclusive hiring hall referrals, the CONSULTANT is expected to observe the provisions of that agreement to the extent that the system permits the CONSULTANT's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the CONSULTANT to do the same, such implementation violates Executive Order 11246.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event that the CONSULTANT subcontracts a portion of the contract work, it shall be determined how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the CONSULTANT shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The CONSULTANT shall also insure that this training special provision is made applicable to such subcontract.

The number of trainees shall be distributed among the work classifications on the basis of the CONSULTANT's needs. Along with their proposal, the CONSULTANT shall submit to the New York State Department of Transportation for approval the proposed number of trainees to be trained in each selected classification, their estimated salaries and a training schedule. The salaries to be paid trainees shall not be less than 75 percent of the average hourly rate approved in the agreement for the classification to be trained. During the period from the beginning of the project to its completion, the trainee shall receive reasonable salary increases commensurate to the abilities and effort exerted by the trainee. The training schedule required should indicate the start of work and appropriate incremental salary steps in accord with the above.

Training and upgrading the proficiency of minorities and women is a primary objective of this Training Special Provision. Accordingly, the CONSULTANT shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The CONSULTANT will be responsible for demonstrating the steps that have been taken in pursuance thereof, prior to a determination as to whether the CONSULTANT is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training program or in a classification in which they have been employed. The CONSULTANT should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the CONSULTANT's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training schedule developed by the CONSULTANT and approved by the State and Federal Highway Administration. The State and the Federal Highway Administration shall approve a program if it reasonably calculated to meet the equal employment opportunity obligations of the CONSULTANT and to assist in qualifying the average trainee toward proficiency in the classification concerned by the end of the training period. Approval of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. Training is permissible in lower level management positions. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The CONSULTANT will be reimbursed for the cost of any and all training under the payment terms of this agreement. This can include offsite training cost as discussed above. All offsite training must be defined in the training schedule. All costs claimed or calculated for training must be directly related to the work defined in the scope of this agreement and/or added by supplemental agreement.

The CONSULTANT must demonstrate their best efforts and evidence good faith in hiring trainees for positions in the classification in which they have completed training.

The CONSULTANT shall furnish the trainee a copy of the program they will follow in the training. The CONSULTANT shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The CONSULTANT will provide for the maintenance of records and furnish periodic reports documenting their performance under this Training Special Provision.

Updated December 2012

Attachment 2

CONSULTANT INFORMATION AND CERTIFICATIONS

(Please submit this with your Part II: Cost Proposal)

CONTRACT NUMBER: C031295/C031403

PROJECT TITLE: _____

I. CONSULTANT INFORMATION

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____

ZIP CODE: - -

TELEPHONE : (____) ____ - _____ FAX: (____) ____ - _____

E-MAIL ADDRESS: _____

CONTACT PERSON: _____

Consultant's Federal Identification Number (FIN): _____

Consultant's NYSDOT Consultant Identification Number (CIN): _____

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

Preparer's Name/Title: _____

Address: _____

Telephone: (____) ____ - _____ FAX: (____) ____ - _____

Other Authorized Individual(s):

Name/Title: _____

Address: _____

Telephone: (____) ____ - _____ FAX: (____) ____ - _____

II. PROPOSER CERTIFICATIONS

By signing below, I, _____, authorized individual
(Name)

of _____ make the following
(Firm)

certifications regarding the subject proposal:

- 365-Day Offer: This proposal is a firm offer for a 365-day (or more) period from the date of submission.
- The firm has read and will follow the procedure outlined in **Attachment 5** if it proposes the services of a former NYSDOT employee(s).
- Vendor Responsibility: In accordance with New York State law, if selected for contract award, the firm will complete and submit the required Vendor Responsibility questionnaire through the Office of the State Comptroller VendRep system, which is accessible via: <http://www.osc.state.ny.us/vendrep/index.htm>. Vendors must certify the accuracy of the information they provide in the questionnaire and must file their VRQ within 10 days of notification of designation. NYSDOT cannot sign a contract if a firm's vendor responsibility certification is more than 12 months old.
- ST-220: If selected for contract award greater than \$100,000, the firm will complete and submit the required Forms ST-220-TD and ST-220-CA during negotiations with NYSDOT. The ST-220 forms with instructions are downloadable from the following websites:

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf (Form ST-220-CA)

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf (Form ST-220-TD)•

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.

All responses in Design Deliverables Table 1 and Construction Deliverables Table 2 are accurate.

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.nysdot.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:

Please accompany the signature pages with signed and dated PLL forms, which are available via:

Forms: <https://www.dot.ny.gov/portal/page/portal/main/business-center/consultants/consultants-repository/1E100A2B8C0ED03EE0430A3DFC05D03E>
https://www.dot.ny.gov/portal/page/portal/main/business-center/consultants/consultants-repository/offer_disclos_prior_non.pdf

Instructions: https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/pll_gandp_v1.pdf

For more information, go to NYSDOT's World Wide Web Site at <http://www.nysdot.gov>
or contact: Barbara Sonenberg
NYSDOT Contract Management
50 Wolf Road, Suite 6th Floor
Albany, New York 12232
E-mail: barbara.sonenberg@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 Disclosure Legislation Forms A & B

OSC Use Only:

Reporting Code:

Category Code:

Date Contract Approved:

FORM A

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

State Agency Name: Transportation

Agency Code: 3900280

Contractor Name:

Contract Number:

Contract Start Date: / /

Contract End Date: / /

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

Page of

FORM B

OSC Use Only:

Reporting Code:

Category Code:

State Consultant Services
Contractor's Annual Employment Report
Report Period: April 1, to March 31,

Contracting State Agency Name: DOT

Agency Code: 3900280

Contract Number:

Contract Term: / / to / /

Contractor Name:

Contractor Address:

Description of Services Being Provided: Title Searching & Abstract Services for NYSDOT

Scope of Contract (Choose one that best fits):

Analysis ☐ Evaluation ☐ Research ☐ Training ☐

Data Processing ☐ Computer Programming ☐ Other IT consulting ☐

Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐

Health Services ☐ Mental Health Services ☐

Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☒

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

Name of person who prepared this report:

Preparer's Signature: _____

Title: _____ Phone #: _____

Date Prepared: / /

Use additional pages if necessary)

Page of

Attachment 5

Consultant's Responsibility When Proposing Former NYSDOT Employees

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

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

- It is two years or less between the date that the individual is proposed and the individual's date of separation from the State.
- The individual proposed has worked on the project while employed by NYSDOT regardless of how long ago they left NYSDOT.

Procedure

- Before the consultant proposes an individual, the individual must obtain an opinion from the New York State Ethics Commission 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 6

Company References

COMPANY (Firm) REFERENCES:

- Provide at least three Firm references.
- Complete one form for each Firm Reference
- Fill in #_____: i.e., 'Firm Reference #1; Firm Reference #2, etc.)
- Form is expandable – be concise.

Firm Reference Number:	#_____
Client/Firm Name:	
Project Name:	
Project Cost (total \$):	
Name & Title of Contact:	
E-Mail Address & Telephone Number:	
<i>Provide a brief description of a recent relevant project for which they are serving to reference:</i>	

Attachment 7

Key Personnel :

- Provide two references for proposed Project Manager and two references for each proposed Trainer.
- Can cite more than one project – work needs to be relevant to this RFP.
- Use form below, one form for each reference. Form is expandable.

Staff Title:	
Client Name (Reference Company):	
Reference Main Line of Business:	
Project Name:	
Name & Title of Contact:	
E-Mail Address & Telephone Number:	
Provide a Brief Description of Recent, Relevant Project for which they are Serving to Reference	

COST ATTACHMENT 8A
Contract C031295 NYSDOT Office of Design
Cost Submittal Instructions

- Utilizing Cost Attachment Excel Spread Sheet 8A: Derivation of Cost: List each cost component (ie, itemize) of the total cost listed below. The sum of all the itemized cost components must add up to the total Cost of Contract value submitted below. Cost Attachment Excel Spread Sheet 8A may be accessed via: <https://www.dot.ny.gov/business>. The cost of all listed items cannot change once the selected vendors contract gets executed.
- List total cost to provide all specified hardware, software, training, maintenance and support for entire five (5) year term of Contract #C031295. (Quarterly Contract Cost = 1/20 of Total Contract Cost)

Total Contract Cost:	\$
Quarterly Contract Cost:	\$

- All-Inclusive Lease Price Per Additional Item:** List the full, fixed cost of adding additional items during any quarter of the contract if needed. NYSDOT reserves the right to lease additional items at any time during the contract's five year term. Note: New items will only be added on the first day of a quarter. Any item added after the first day of a quarter will only be billed beginning day one of the next quarter. For example, NYSDOT will not be charged for an item added on business day 3 of a month; NYSDOT will be charged beginning the first day of the next quarter. The cost for each additional item is listed in your completed Excel Attachment 8A. Should NYSDOT choose to lease any additional items, a straight line depreciation schedule (quarterly cost based on 1/20th of cost listed in Excel Spread Sheet 8A) to determine the additional quarterly lease cost to the State for the remaining balance of the contract's term will be used. E.g., if GNSS Receiver is listed at \$200 in Excel Sheet 8A, GNSS will be listed at \$10 below.

- **Cost is fixed regardless of which quarter item is added.**
- **Enter '0' if there is no cost.**
- **Do not enter values in the yellow-highlighted cells.**

Cost to Add Item Any Quarter	Total Station /Data Collector (Req'ts 8-57); 168-269	Digital Level (Req'ts 270-304)	GNSS Receiver (Req'ts 58-159); 168-269	RTK Bridge (Req'ts 160-167)	Office Software Additional License each (Req'ts 305-423)	Laser Scanner (Req'ts 424-435)	Laser Scanner Office Software Additional Licensing each (Req't 435)
	\$	\$	\$	\$	\$	\$	\$
Delivery cost	\$	\$	\$	\$	\$	\$	\$
Maintenance/Tech Support Cost	\$	\$	\$	\$	\$	\$	\$

COST ATTACHMENT 8B

Contract C031403 NYSDOT Office of Construction

Cost Submittal Instructions

1. Utilizing Cost Attachment Excel Spread Sheet 8B: Derivation of Cost: List each cost component (ie, itemize) of the total cost listed below. The sum of all the itemized cost components must add up to the total Cost of Contract value submitted below. Cost Attachment Excel Spread Sheet 8B may be accessed via: <https://www.dot.ny.gov/business>. The cost of all listed items cannot change once the selected vendors contract gets executed.
2. List total cost to provide all specified hardware, software, training, maintenance and support for entire five (5) year term of Contract #C031403. (Quarterly Contract Cost = 1/20 of Total Contract Cost)

Total Contract Cost:	\$
Quarterly Contract Cost:	\$

3. **All-Inclusive Lease Price Per Additional Item:** List the full, fixed cost of adding additional items during any quarter of the contract if needed. NYSDOT reserves the right to lease additional items at any time during the contract's five year term. Note: New items will only be added on the first day of a quarter. Any item added after the first day of a quarter will only be billed beginning day one of the next quarter. For example, NYSDOT will not be charged for an item added on business day 3 of a month; NYSDOT will be charged beginning the first day of the next quarter. The cost for additional items are listed in your completed Excel Attachment 8B. Should NYSDOT choose to lease any additional items, a straight line depreciation schedule (quarterly cost based on 1/20th of cost listed in Excel Spread Sheet 8B) to determine the additional quarterly lease cost to the State for the remaining balance of the contract's term will be used. E.g., if GNSS Receiver is listed at \$200 in Excel Sheet 8B, GNSS will be listed at \$10 below.

- Cost is fixed regardless of which quarter item is added.
- Enter '0' if there is no cost.

Cost to Add Item Any Quarter	Total Station (Req'ts 9-63, 167-266, 303-412)	Digital Level (Req'ts 267-302, 303-412)	GNSS Receiver (Req'ts 64-166, 167-266, 303-412)	Laser Scanner (Req'ts 413-435, 303-412)
	\$	\$	\$	\$
Delivery cost	\$	\$	\$	\$
Maintenance/Tech Support Cost	\$	\$	\$	\$

Attachment 9

MBE and WBE Participation Information (Submit One For Each Contract As Applicable)

Please complete the following table for the prime firm and all subconsultants (consultant team composition): please identify each firm's legal name, checking if they are a Empire State Development (ESD) certified MBE and/or a ESD certified WBE, and indicating each firm's percentage of the total salary for the 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 attainment of this state-funded procurement with separate MBE and/or WBE participation goals.

ONLY participation by certified MBE and/or WBE subconsultants may count towards the combined 30% M/WBE participation goal.

If the combined percentage of total project cost/total contract cost for all certified MBEs and/or all certified WBEs proposed is less than the combined 30% M/WBE participation goal set for each contract, then the proposing prime firm is required to fill out and submit the **MBE and WBE Participation Solicitation Log (Attachment 10)**; one for each goal not attained), **and** is required to submit a **MBE Goal and WBE Goal Attainment Explanation Letter (one for each contract as applicable)**.

Firm Legal Name	NYS DED Certified MBE/WBE			% of Total Salary
	MBE	WBE	None	
A. Prime Consultant				
B. Sub-Consultants				
Total				100%

Attachment 10

MBE and WBE Participation Solicitation Log (Good Faith Effort Documentation) (Submit One For Each Contract As Applicable)

CONTRACT NO. _____		PARTICIPATION GOAL: COMBINED 30% M/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 and WBE Participation Solicitation Log
(Good Faith Effort Documentation)**

To be deemed responsive to this solicitation, Consultants whose proposed M/WBE participation does not meet the established M/WBE participation goal must document and report their 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 **M/WBE Participation Solicitation Log** is used for this purpose.

PLEASE NOTE: **Only participation by certified MBE and/or WBE subconsultants may count towards the contract participation goal. Participation by a certified MBE or WBE prime consultant does not count towards meeting the contract goal (participation by a certified MBE or WBE prime consultant helps to meet the Department's corporate M/WBE goal.**

Guidance concerning Good Faith Efforts in meeting M/WBE participation goals in state-funded contracts is located at the end of this section.

A separate log for C031295 and a separate log for C031403 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 M/WBE participation goal is not fully attained or is partially attained, the proposer must complete all sections of this form and submit one **M/WBE Participation Solicitation Log** for each goal not fully attained. In addition, the firm must also submit a **M/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 (Example: C012345).

M/WBE PARTICIPATION GOALS: Enter applicable MBE and WBE participation goal percentages 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://nylovesmwbe.ny.gov>) 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.
- 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 `11

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

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

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

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

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership.

ATTACHMENT 11

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

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:
NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____
_____	_____

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

_____ President:	_____
_____ Secretary:	_____
_____ Treasurer:	_____
_____ President:	_____
_____ Secretary:	_____
_____ Treasurer:	_____

ATTACHMENT 11

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

Identifying Data

Potential Contractor: _____

Address: _____
Street

City, Town, etc.

Telephone: _____ Title _____

If applicable, Responsible Corporate Officer

Name: _____ Title _____

Signature: _____

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

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____
Name

Title

Name

Title

Address: _____
Street

City State

Address: _____
Street

City State

Attachment 12

REQUIREMENTS FOR DESIGN TECHNICAL DEMONSTRATION

Please note: The demonstration site described below is for example purposes only and may not be the exact site for the data request.

The technical demonstration shall require:

1. Create a job on the data collector, identifying the coordinate system datum as NAD83 NYSPCS East Zone with GEOID12a
2. Setup Total Station on CB1
3. Setup Total Station Prism pole with GNSS receiver. Using bipod.
4. Connect GNSS receiver to NYSNet RTN using NTRIP mount point GG_RTCM3_MAX
5. Set GNSS receiver to track GPS/GLONASS, 6- 1 second epochs to a coordinate quality of .03 ft position and .06 ft height
6. Collect RTK point 1, Feature Code CPH
7. locate RTK1 point with total station
8. Collect RTK point 2, Feature Code CPH
9. Locate RTK point 2 with total station
10. Collect RTK point 3, Feature Code CPH
11. Locate RTK point 3 with total station
12. Use RTK points 1,2, and 3 to position/orient total station by resection
13. Store total station point as CB1 using feature code CB
14. Enter attributes of CB1:
 - a. C: ALUMINUM
 - b. NOTE:
 - c. Type: DISK
15. Measure sideshot to a tripod setup over CB2 (direct and reverse scope)
 - a. Enter attributes of CB2:
 - b. C: MAGNAIL
 - c. NOTE:
 - d. TYPE: PK NAIL
16. Create New setup Occupying CB1, Backsighting CB2
17. Measure two sets of angles to CB3
18. Report angle set results and accept or reject them
19. Measure sideshot two sets of angles to a property marker using feature code MPIP
20. Report angle set results and accept or reject them
21. Enter attributes of MPIP:
 - a. C: BENT
 - b. NOTE:
22. Start Line to make side shot observations to smoking shelter using LBC feature code
23. Enter attributes of LBC:
 - a. C: SMOKING SHELTER
 - b. NOTE:
 - c. Type: GLASS FRAME
24. Collect image of smoking shelter and store with shot.
25. Make remaining observations to other three smoking shelter corners. Locate 4th corner using RTK
26. Close smoking shelter line to first shot.
27. Create pavement feature template using feature codes PE RC PE1
28. Start lines for these 3 features
29. Locate pavement using this template in a zig-zag fashion.
30. Download field job to processing software.
31. Produce fieldbook of raw data
32. Edit attributes of MPIP to include
 - a. NOTE: EDITED SHOT
33. Vendors will be expected to bring a computer with Microstation/InRoads, and AutoCADD Civil3d loaded.

- [illegible]

41. InRoads Survey Field Notes:

Linear Units	=	US Feet	
Angular Units	=	Degrees	
Direction Units	=	North Azimuth	
Horz. Obs. Units	=	Right Face	
Vert. Obs. Units	=	Zenith	
Slope Distance Scale	=	1.000000000000STN	RFP
HI	5.270		
POS	216		
FCRD	N: 1414187.9222 E: 675516.0094 Z: 283.4242		
CODE	CBT		
POS	100		
FCRD	N: 1414189.0930 E: 675516.5060 Z: 299.3234		
CODE	CPH		
POS	101		
FCRD	N: 1414232.3227 E: 675600.7587 Z: 300.2808		
CODE	CPH		
POS	219		
FCRD	N: 1414232.3229 E: 675600.7558 Z: 299.0759		
CODE	CBT		
POS	220		
FCRD	N: 1414106.6456 E: 675588.6954 Z: 298.0313		
CODE	CBT		
POS	102		
FCRD	N: 1414106.6416 E: 675588.6953 Z: 299.2601		
CODE	CPH		
POS	221		
FCRD	N: 1414181.6631 E: 675582.6127 Z: 298.9139		
CODE	CB		
ATTR	C ALUMINUM		
ATTR	TYPE DISC		
STN	221		
HI	5.270		
BKB	100 276°24'45.7" 0°00'00.0"		
FCRD	N: 1414181.6631 E: 675582.6127 Z: 298.9139		
CODE	CB		
ATTR	C ALUMINUM		
ATTR	TYPE DISC		
OBS FI	100 H: 0°00'00.0" V: D:		
FCRD	N: 1414189.0930 E: 675516.5060 Z: 299.3234		
CODE	CPH		
OBS FI	222 H: 298°23'49.0" V: 89°49'25.0" D: 139.426		
TH	5.470		
CCRD	N: 1414067.1877 E: 675503.0212 Z: 299.1483		
CODE	CB		
ATTR	C MAGNAIL		
ATTR	TYPE PK NAIL		
OBS FI	222 H: 298°23'50.0" V: 89°49'09.7" D: 139.426		
TH	5.470		
CCRD	N: 1414067.1877 E: 675503.0212 Z: 299.1483		
CODE	CB		
ATTR	C MAGNAIL		
ATTR	TYPE PK NAIL		
STN	221		
HI	5.270		
BKB	0°00'00.0"		
FCRD	N: 1414181.6631 E: 675582.6127 Z: 298.9139		
CODE	CB		

ATTR		C ALUMINUM		
ATTR		TYPE DISC		
OBS FI	223	H: 319°14'24.0" V: 89°23'57.0" D:	63.117	
TH	5.905			
CCRD		N: 1414229.4685 E: 675541.4064 Z:	298.9408	
CODE	CB			
STN	221			
HI	5.270			
BKB	222	214°48'35.2" 0°00'00.0"		
FCRD		N: 1414181.6631 E: 675582.6127 Z:	298.9139	
CODE	CB			
ATTR		C ALUMINUM		
ATTR		TYPE DISC		
OBS FI	222	H: 0°00'00.0" V: 89°49'10.9" D:	0.000	
TH	5.470			
CCRD		N: 1414067.1877 E: 675503.0212 Z:	299.1483	
CODE	CB			
ATTR		C MAGNAIL		
ATTR		TYPE PK NAIL		
OBS FI	200	H: 181°59'48.0" V: 87°28'57.0" D:	75.085	
TH	7.000			
CCRD		N: 1414241.7229 E: 675627.5537 Z:	300.4820	
CODE	LBC ST			
ATTR		C SMOKING SHELTER		
OBS FI	201	H: 187°36'59.0" V: 87°19'25.0" D:	73.826	
TH	7.000			
CCRD		N: 1414236.0981 E: 675632.3643 Z:	300.6312	
CODE	LBC			
ATTR		C		
ATTR		TYPE		
ATTR		STORYS		
OBS FI	202	H: 188°47'46.0" V: 87°42'39.0" D:	88.157	
TH	7.000			
CCRD		N: 1414245.4467 E: 675643.3655 Z:	300.7051	
CODE	LBC			
ATTR		C		
ATTR		TYPE		
ATTR		STORYS		
POS	203			
FCRD		N: 1414251.5887 E: 675638.6674 Z:	307.0181	
CODE	LBC JPT 200			
ATTR		C		
ATTR		TYPE		
ATTR		STORYS		
POS	205			
FCRD		N: 1414204.2438 E: 675539.1088 Z:	305.0257	
CODE	PE 1 ST			
POS	206			
FCRD		N: 1414196.3081 E: 675528.5965 Z:	305.0802	
CODE	RC ST			
POS	207			
FCRD		N: 1414185.6015 E: 675516.8855 Z:	305.2588	
CODE	PE ST			
POS	208			
FCRD		N: 1414213.0927 E: 675493.8222 Z:	305.2151	
CODE	PE			
POS	209			
FCRD		N: 1414223.9228 E: 675504.8513 Z:	305.0835	
CODE	RC			

POS 210
FCRD N: 1414231.4609 E: 675515.9102 Z: 304.9156
CODE PE 1

POS 211
FCRD N: 1414258.9101 E: 675492.4756 Z: 305.0345
CODE PE 1

POS 212
FCRD N: 1414250.3866 E: 675482.3965 Z: 305.2137
CODE RC

POS 213
FCRD N: 1414240.3793 E: 675470.4631 Z: 305.2635
CODE PE

Attachment 13

REQUIREMENTS FOR CONSTRUCTION TECHNICAL DEMONSTRATION

1. GNSS Receiver
 - a. Test RTK Connection to NYSNet (CORS)
 - b. Collect Topographic Data with RTK Rover
 - i. Test Feature Coding, etc.
 - ii. Test Tree Canopy/Overhead/Obstruction limitations
 - c. Test Simultaneous Data Collection from GNSS and Total Station (GNSS Resection)
 - d. Test Ability to Stake to Alignments and Surfaces
2. Total Station
 - a. Turn Sets of Angles
 - b. Collect Topographic Data with Total Station
 - i. Test Feature Coding, etc.
 - ii. Test Radio Range from Robot to Controller
 - iii. Test Imaging
 - iv. Test Target Lock and Lock Reacquisition
 - c. Test Ability to Stake to Alignments and Surfaces
3. Laser Scanner
 - a. Test Ability to Scan from Within Range Limits (per RFP Spec)
 - b. Test Ability to Traverse
 - c. Test Ability to Scan from Outside Range Limits (per RFP Spec)
4. Digital Level (if time permits)
5. GNSS Receiver
 - a. Test RTK Base-Rover
 - i. Test Setup and Connection
 - ii. Test ≥ 2 mi. range.