NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
TITLE SEARCHING AND ABSTRACT SERVICES FOR NYSDOT
Contract #C031425

August 8, 2016

Initial Information for Submittal

A. Please note the following dates and deadlines:
   • September 14, 2016: Deadline for the submission of proposals at 12:00 PM (Eastern Time)
   • August 22, 2016: Deadline for questions about the RFP at 12:00 PM (Eastern Time)

B. Complete proposals are to be submitted to Barbara Sonenberg, the Designated Contact. Any questions regarding this project or proposal should be directed to Ms. Sonenberg.

C. If you are interested in developing a proposal in response to this solicitation, please complete the attached RFP Response Form. This RFP may make multiple contract awards.

D. The Department of Transportation estimates that work for the successful consultant(s) will commence in January 2017 and continue through December 31, 2020 with a six month optional renewal period to complete any work begun during the base term.

E. 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. The New York State Department of Transportation (NYSDOT) encourages the participation of certified DMWBEs 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. 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) or via http://www.nylovesmallbiz.com/home.asp. Please see the New York State Unified Certification Program (NYSUCP) DBE Directory for certified Disadvantaged Business Enterprises via: http://biznet.nysucp.net/. Please see the RFP for more information.
RFP RESPONSE FORM

RFP RESPONSE FORM: C031425 TITLE SEARCHING AND ABSTRACT SERVICES FOR NYSDOT (Regions 10 and 11)

Please review this RFP, complete the following information, and e-mail 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 Section 4.2) 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):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Date: ____________

Typed Name and Title: ________________________________

Telephone: ______________________ Fax: ______________________

E-Mail Address: ________________________________

Please e-mail to: Barbara.sonenberg@dot.ny.gov
## CONSULTANT CHECKLIST FOR PROPOSAL SUBMISSION

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
TITLE SEARCHING AND ABSTRACT SERVICES FOR NYSDOT REGIONS 10 and 11
Contract #C031425

### Part I - Technical and Management Submittal

- 5 Printed and bound hard copies of Part I plus one copy of Part I on CD/DVD/thumb drive in MS Office 2007 compatible format.
- Securely sealed and clearly labeled with the consultant’s name, address, e-mail address and telephone number and the words “Title Searching and Abstract Services For NYSDOT RFP Part I — Technical and Management Proposal (C031425)”
- Title Page must list each county (with its region) included in the proposal
- Signed Cover Letter on official business letterhead
- Table of Contents identifying each major section and page numbers
- Executive Summary of proposed approach, focusing on delivery and management of services
- Complete and submit Attachment #8 Technical and Management Response Form which includes Attachment #8A Firm References, #8B Title Search References, #8C Labor Table and optional 8D Labor Table (for those whose proposals also include Bed of Street work, Four Work Samples, one for each type of Title Search. If proposing for Bed of Street work, enclose a completed work sample of a railroad right-of-way search as a substitute for a Bed of Street Search and complete applicable section of Attachment 8)
- Enclose a copy of your firm’s current license, certificate or DBA to conduct business in New York State.

### Part II - Pricing and Contract Submittal

- 3 Printed and bound hard copies of Part II plus one copy of Part II on CD/DVD/thumb drive, in MS Excel 2007 compatible format
- Securely sealed and clearly labeled with the words “Title Searching and Abstract Services For NYSDOT RFP, Part II — Cost and Contract Proposal (C031425)”
- Required Cost information (complete and submit Attachments 9/9A, Cost Proposal)
- Complete and submit Attachment 2: Consultant Information and Certifications (sign both Sections II and III)
- Complete and submit the Attachment 3: Procurement Lobbying Law Compliance Forms
- Complete and submit Attachment 6: Form AOR Acknowledgement of Receipt
- Complete and submit Attachment 7: Non-Collusive Bidding Certification
REQUEST FOR PROPOSALS
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
TITLE SEARCHING AND ABSTRACT SERVICES FOR NYS DOT
(Regions 10 and 11)

Contract #C031425

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**ATTACHMENTS**

1. Draft Contract, including Appendix A
2. Consultant Information and Certification Form
3. Procurement Lobbying Law Compliance
5. Use of Former NYSDOT Employee Information
6. Acknowledgment of Receipt of RFP Modifications and Responses to Questions
7. Non-Collusive Bidding Certification
8. Technical and Management Response Form
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15. Request for Approval of Consultant Title Searching Services
16. Abstract of Title Certification
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1 INTRODUCTION

1.1 Purpose
The New York State Department of Transportation (NYSDOT) is releasing this Non-Engineering Request for Proposals (RFP) to seek proposals from responsible and responsive Consultants to provide high quality and cost effective title searching and abstract services on an as-needed, task assignment basis for a four year period commencing January 2017 with a six-month optional renewal period to complete any work begun during the base term.

These services will include a range of activities, described in detail under Attachment 10 ‘General Instructions’ of the RFP, designed to provide sufficient information for the New York State Department of Law (also known as the State Attorney General’s Office), Real Property Bureau (the "DOL") to certify property interests for acquisitions of property made by the Department. These acquisitions are required for highway construction projects, but also include other projects of the Department.

The Department anticipates that multiple awards will be made with the overall objective of providing services within Region 10 and Region 11. As such, the Department will give consideration to all proposals submitted by qualified consultants regardless of the geographic area they serve.

1.2 Background
Mission of New York State Department of Transportation
It is the mission of NYSDOT to ensure that our customers — those who live, work and travel in New York State — have a safe, efficient, balanced, and environmentally sound transportation system.

To attain its mission, the responsibilities, functions, and duties of NYSDOT include:

1. Coordinating and developing comprehensive transportation policy for the State; coordinating and assisting in the development and operation of transportation facilities and services for highways, railroads, mass transit systems, ports, waterways and aviation facilities; and formulating and keeping current a long-range, comprehensive statewide master plan for the balanced development of public and private commuter and general transportation facilities; and

2. Administering a public safety program for railroads and motor carriers engaged in intrastate commerce; directing state regulation of such carriers in matters of rates and service; and providing oversight in matters relative to the safe operation of bus lines,
commuter railroads, and subway systems that are publicly subsidized through the Public Transportation Safety Board.

Today, the New York State transportation network includes (among other attributes) a state and local highway system that annually handles over 100 billion vehicle miles, encompassing over 110,000 highway miles, 17,000 highway bridges, and numerous other assets such as large culverts, retaining walls, tunnels, and sign structures.

The Department has an extensive property acquisition program and expects to acquire thousands of parcels over the next five years. The Department of Law (DOL) currently provides some coverage in most regions of the title searching and abstract services required by the Department. However, the Department expects to decrease its reliance on the DOL and, while their services are anticipated to continue, the Department expects to significantly increase its use of consultant providers.

1.3 Minimum RFP Responsiveness

Any Firm that does not provide all of the following by the RFP deadline will be determined to be non-responsive and will be removed from further consideration (prior to the technical evaluation of proposals):

2. Part II of the Proposal – Cost and Contract submission.
   Completion of all applicable attachments:
   Attachment 2 Consultant Information and Certification Form
   Attachment 3 Procurement Lobbying Law Forms
   Attachment 6 Form AOR
   Attachment 7 The Non-Collusive Bidding Certification
   Attachment 8 Technical and Management Response Form
   Attachment 9 Cost Submission

1.4 Mandatory Project Requirements

Proposers must demonstrate compliance with the applicable, mandatory project requirements listed below in order for its proposal to be considered for contract award. Inability to demonstrate compliance with the mandatory project requirements will result in the rejection of a proposal as being unresponsive to the RFP. The determination of satisfaction of project requirements will be at the sole discretion of NYSDOT. NYSDOT may request clarifications of a firm’s mandatory responses.

A firm must meet the following mandatory project requirements in order for its proposal to be considered for award:

1. The Proposer shall be an individual, partnership, LLC or corporation regularly engaged in preparing records, searches and examinations of land title records in one or more counties of New York State for a minimum of one year as of the proposed due date. Corporation shall be in good standing with the NYS Department of State. Please address this
requirement in your Part I Technical Proposal cover letter attachment, documenting how the experience requirement has been met. The length of the cover letter should not exceed three pages.

2. Provider shall be, or have on staff, an examiner experienced in searching public land records and who has prepared full title searches as their primary responsibility. Such person shall be responsible for the completion and/or supervision, coordination and preparation of work under Department contract assignments. Please address this requirement in your Part I Technical Proposal cover letter attachment. The length of the cover letter should not exceed three pages.

Potential responders are advised that under New York State Finance Law Section 139-j, communication on procurements can be made only to designated contact persons. The Department’s Designated Contact for this procurement is:

Primary Contact:
Barbara Sonenberg
New York State Department of Transportation
Contract Management Bureau
50 Wolf Road, 6th Floor
Albany, NY 12232, USA
E-mail: Barbara.sonenberg@dot.ny.gov

The above named person, as the Department’s Designated Contact for this procurement, shall be the Department’s only points of contact and source of information for this procurement.

1.5 Iran Divestment Act
As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), §165-a, effective April 12, 2012. This act may be viewed in its entirety at http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf.

Pursuant to SFL §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.

1.6 RFP Modifications
If necessary, NYSDOT will issue Modifications to modify conditions or requirements of this RFP. Proposers are advised to visit the NYSDOT web site (https://www.dot.ny.gov/portal/page/portal/doing-business/opportunities/consult-opportunities) regularly to check for Modifications. The final Modification will be posted on NYSDOT’s web site not later than seven calendar days prior to the Proposal due date. If an additional Modification is required within seven days of the Proposal due date, the Proposal due date shall be revised such that there will be seven days from the final Modification to the Proposal due date.

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

2 PROJECT AND CONTRACT OBJECTIVES

2.1 Project Objectives

2.1.1 For selected Title Search Consultants to respond to competitively bid Task Assignments on an as-needed basis in a timely fashion, and work in a cooperative manner with NYSDOT and Department of Law (DOL) staff. Selected consultants will be required to provide qualified and trained personnel and respond to assignments on an as-needed basis in a timely fashion.
2.1.2 The scope and description of the work to be performed by selected Title Search firms will be defined and authorized on a project-by-project basis. It is anticipated that services will be provided primarily through the Department’s Regional Offices. Consultants may be requested to provide services through the Department's Main Office located in Albany or through the Attorney General’s Office.

2.1.3 Agreements for services with selected consultants will be administered by the Director of the Department's Office of Right of Way or the designee. Additionally, coordination will be required with the Assistant Attorney General in charge of the Real Property Bureau of the Department of Law.

2.1.4 NYSDOT is under no obligation to make any task assignments to a Title Consultant and will only be liable for services rendered in accordance with the terms and conditions of the approved Agreement and specific project-related requirements per any requested Task Assignment.

2.2 Contract Objectives

2.2.1 Minimum RFP Responsiveness Requirements: Any firm that does not provide all components of Part I and Part II, including mandatory Procurement Lobbying Law Forms, by the RFP deadline may be determined to be non-responsive. Any firm deemed non-responsive shall have its proposal removed from further consideration (prior to the technical evaluation of proposals). It is recommended that each offeror also utilize the Consultant Checklist on the third page of this document to ensure all necessary documentation and attachments are provided as requested/indicated in this RFP for their Part I and Part II submissions.


2. Separate and complete Part II Proposal ‘Cost and Contract’ submission submitted on time. (2) Hard Copies in 2 separate three-ring binders with labeled section tabs, and 2 CD/thumb drives, etc. in a format compatible with MS Office 2007).

3. Acceptance of the RFP’s Draft Contract’s Terms and Conditions (see Attachment 2).

4. Receipt of Valid Procurement Lobbying Law Compliance Forms (see Attachment 3).

2.2.2 Multiple Contract Awards: To award multiple term agreements from this RFP. Contract #C031425 is being used to record this procurement and shall be the first contract number assigned to an awardee. Additional individual contract numbers shall be assigned to each additional contract awarded.

2.2.3 To select responsive and responsible Title Search firms to compete for and complete task assignments within Region 10 and Region 11.
2.2.4 **Payment Method**: The primary contract method of payment shall be on an accepted lowest price bid per job method. Payment shall only be rendered for successful and acceptable completion of Task Assignment work per its schedule. Partial payments may be made for accepted work in a large assignment, on a case by case basis to be determined within each task assignment contract.

2.2.5 **Consultant Arrangements**: Subconsulting is greatly encouraged and allowed. Joint ventures are not allowed. DBE, MBE and WBE Consultant participation is encouraged. The Department expects that all proposing Consultant shall meet all of the RFP’s requirements.

2.2.6 **Term of the Agreement**: The base term of the resultant agreement from this solicitation will be four years plus a six-month optional renewal period to complete assignment(s) begun during the base term. Attachment 1 contains the RFP’s Draft Contract Terms and Conditions for all contracts awarded under this RFP.

2.2.7 **Other Contract Objectives**
   a. Selection of qualified, responsive and responsible Prime Consultants.
   b. Fair and equitable treatment of all firms expressing interest in and competing for contract award.

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

### 3.0 SCOPE OF SERVICES

Consultants selected and awarded contracts as a result of the RFP will provide qualified Title Searchers on an as-needed, task assignment basis over the Agreement’s term. The task assignments will be issued through the Department’s Region 10 and Region 11 Offices and the Attorney General’s Office and will be approved by the NYSDOT Main Office. No work shall be done on the task assignment until Main Office approval and a written Notice to Proceed is received by the selected Consultant.

There are four primary categories of required services for Region 10 and for Region 11:

1. Abstract of Title
2. Certificate of Twenty-Year Title Search
3. Last Owner Title Search
4. Intermediate Certificate Cost

In addition, Consultants may propose for the Bed of Street Scope for Region 11 only. (This section is optional and does not affect the evaluation of the firms for the first four categories of work.)

Each of the first three categories must include Continuation Search services.
Task assignment requests may include the following:
   a. Scope of Work, including the number and type of appraisals required
   b. Special requirements (if any)
   c. Project schedule, including proposed duration of assignment and expected completion date

Agreements for services as well as requested Task Assignment work with selected Title Search firms will be administered and managed by the Director of NYSDOT’s Office of Right of Way or his/her designee.

Selected Title Search Consultants will be required to provide State-certified Title Searchers and competitively respond to Project-specific Task Assignments on an as-needed basis in a timely fashion, and work in a cooperative manner with NYSDOT and DOL staff. The scope, schedule and description of the work to be performed by the selected Title Search firm will be defined and authorized on a project-by-project basis (Task Assignment request).

NYSDOT is under no obligation to make any Task Assignments to any selected Consultant, and will only be liable for services rendered in accordance with the terms and conditions of the approved contract and specific Task Assignment requests.

3.1 Primary Consultant Responsibilities
The Consultant during the term of this Agreement shall be responsible for the following:
   1. The Department must pre-approve any and all assignments which are to be paid under the resulting Agreements.

   2. Following NYSDOT’s policy direction, the Consultant will act as an independent consultant on behalf of NYSDOT and will be responsible for performing and delivering requested title search services per NYSDOT-issued Task Assignments.

   3. Each Task Assignment shall be for a specific need located at a specific geographical area of Region 10 or Region 11. Each Title Search firm responding to a Task Assignment request must offer competitively priced bids, and state from which office location the work shall be performed. The price offered in each bid must include all expenses required to deliver the requested services via NYSDOT’s defined schedule. If accepted, the selected Title Search firm shall deliver the requested services for the accepted price with no changes in cost allowed (unless NYSDOT agrees to an additional work situation).
3.2 Task Assignment Process

1. NYSDOT will e-mail the contracted Consultants that a specific Task Assignment request has been released. The Task Assignment request shall be sent to all Consultants who receive a contract resulting from this RFP. Recipient will then e-mail reply acknowledging receipt and/or expressing interest.

The scope and description of the work to be performed by selected Consultant will be defined and authorized on a project-by-project Task Assignment basis. The Task Assignment request shall include a complete description of the services requested and project-related information (scope of services and tasks including the number and type of search required, level of effort, special requirements (if any) and schedule including proposed duration of assignment and expected completion date or dates. Each Task Assignment shall be on an as-needed basis.

Each Task Assignment request will include a question and answer period and schedule prior to bid submittal. Title Search firms will have a limited time to submit written questions (via e-mail to the designated NYSDOT person). NYSDOT will compile answers to all questions and e-mail reply the Q&A to all interested Consultants.

2. Each interested Title Search firm shall submit one bid per the included instructions. The resources assigned to the job need to be identified (identifying additional resources is optional). Each task assignment-specific bid shall be a firm offer which includes one not-to exceed price which includes all Consultant expenses associated with delivering the requested Task Assignment services. There is no opportunity to change a bid or price after NYSDOT has received a Title Search firm’s bid (a Title Search firm may withdraw a bid; bid withdrawals must be in writing, shall be final and shall be subject to NYSDOT acceptance). NYSDOT reserves the right to pose questions regarding submitted bids.

3. In accordance with Office of Right of Way instructions (Task Assignment request), NYSDOT will select the lowest priced bid (unless past performance, and/or schedule and capacity considerations preclude per NYSDOT’s discretion) and contact the selected Title Search firm. NYSDOT will also notify the designated Title Search firm that its bid has been selected to provide the requested Task Assignment work for a particular Region for a particular project.

4. Non-selected (participating) Title Search firms shall be notified via e-mail as to which Title Search firm won the Task Assignment request and the accepted job price. There will not be debriefings for non-selected firms for task assignments.

5. NYSDOT will issue an official Notice to Proceed authorizing the selected Title Search firm to commence work on the specific Task Assignment. If the schedule for the Task Assignment requires the work to start as soon as possible, the Consultant must be capable of starting within ten business days of receipt of NYSDOT’s notification.

6. The selected Title Search firm shall carry out all of the work described in the Task Assignment request per the agreed-upon schedule.
7. In a timely manner, the Title Search firm shall notify the Region Project Manager of any problems that may arise while under the Task Assignment and offer corrective plans to address.

8. The Title Search firm shall prepare and submit reports and billings per the Task Assignment requirements (partials are allowed at NYSDOT discretion) and per their contract with NYSDOT. A progress report, including dates, times and number of title searches completed, is to be submitted with each billing unless more frequent reports, i.e. weekly or monthly, are stipulated in the Task Assignment.

9. Upon completion of each specific task order assignment, the Consultant shall send all data to the Department of Law Real Property Bureau and one copy to the regional office personnel designated in the Task Assignment unless directed otherwise. The Department of Law Real Property Bureau will signify satisfactory completion of the assignment by forwarding the signed payment voucher to NYSDOT Main Office for processing. For Region 11 only: Upon completion of a Bed of Street search assignment, the Consultant shall send all data to the Region 11 office personnel designated in the Task Assignment. The Region 11 office will signify satisfactory completion of the assignment by forwarding the signed payment voucher to NYSDOT Main Office for processing.

10. NYSDOT will issue payment to the Title Search firm per acceptance of the Task Assignment’s associated deliverable(s).

11. NYSDOT will review a contracted consultant’s task order assignment response by ensuring the listed cost does not exceed the agreed upon cost in the agreement. If proposed costs exceed those agreed upon in the agreement, the Department will provide one opportunity for the Consultant to correct the bid. (If the bid is not corrected within three business days, then the Department may notify the Consultant that the Task Assignment Opportunity has been deemed disqualified.)

The Region reserves the right to reject all bids if it is determined that the submitted bids are too high. NYSDOT may either re-issue the task assignment for bid or go to the open market.

Note: If none of the contracted consultants accept the task order assignment, and the task order assignment is released on the open market, then Consultant(s) who refuse the NYSDOT Task Assignment may NOT bid for this task assignment if said task assignment is subsequently advertised on the open market.

If a consultant accepts the task order assignment but subsequently rejects it, and this occurs two times during the course of the contract, the consultant will be considered to be in breach of contract.

Note: Some Task Order Assignments may be requested by the NYS Attorney General’s Office.
3.3 Deliverables:
The deliverables shall be the title search or/and abstract reports, and Bed of Street search (Region 11 only).

The Department is under no obligation to make any task order assignments and will only be liable for services rendered in accordance with the terms and conditions of the approved contract and specific task order assignments. It is possible that there may not be any task assignments within a given county during the contract’s duration.

3.4 Bed of Street Search (Optional -- Region 11 only):

A Bed of Street title search will be necessary for all Bed of Street acquisitions and all governmental jurisdiction inquiries within Region 11 only. No continuation search services will be required for Bed of Street searches.

The title data prepared by the Consultant should be sufficient to allow the Department of Law Real Property Bureau and/or the Department of Transportation to identify governmental jurisdiction(s) of the Bed of Street.

The Region 11 office of the Department of Transportation will provide the Consultant with one of the following:

- Preliminary Abstract Request Map (ARM)
- Draft Acquisition Map
- Record Plan
- Right of Way Plan
- Acquisition Plan
- Right of Way Strip Map or other depiction of the Bed of Street

The following information will NOT be made available to the Consultant:

- Reputed Owner
- Reel/Page
- Block/Lot
- Damage/Alteration Map Numbers

The Consultant will be required to search the following public offices: County Clerk, Borough President’s Topographical Bureau, and New York City Department of Records Municipal Library, and provide a copy of one or more of the following documents pertaining to each Bed of Street:

- State Appropriation Map and Notices of Appropriation
- Damage Map(s)
- Alteration Map(s)
- Board of Estimate Resolution(s) indicating:
  1) Date of acquisition(s)
2) If funded pursuant to §349c of the Highway Law
- Corporation Counsel Opinion of Title or Dedication

4.0 PROPOSAL FORMAT AND CONTENTS

For the purposes of evaluation, each proposal must be submitted in two parts, each copy bound separately in separate three-ring binders. Part I shall consist of the Technical and Management submittal. Part II is the Cost and Contract submittal. Each part of the proposal must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently, and the Technical and Management submittal can be evaluated strictly on the basis of its merits. Cost information is not to be included in the Part I submittal. Your proposal should follow the format listed below.

Consultants must submit complete Part I and Part II in separate, sealed labeled packages. Part I and Part II submissions must be bound in separate 3-ring binders. Sections with Part I and Part II shall be divided by labeled tabs. Do not submit proposals bound any other way (e.g., stapled, spiral- or cloth-bound). Clearly identify any attachment with the consultant’s and the RFP’s name on a cover sheet that is firmly attached to the document. Clearly identify any unattached documents with the consultant’s and the RFP’s name on each page of the document.

In order to promote uniformity of preparation and to facilitate review, proposals should be printed on standard 8½ by 11-inch white paper and be organized in accordance with the format set forth in this RFP. Proposal text should be 11 point font or larger, except where necessitated for readability of tables, figures, schedules, or special graphics. 12 point fonts are preferred. Please avoid printing schedules using fonts smaller that 8 point. 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.

Consultants must use the format and forms provided in this section and the relevant attachments. Proposing Consultants are required to accept the RFP’s Scope of Service requirements and tasks as is; Consultants are also required to accept the draft Contract’s terms and conditions as is. (Attachment 2). Consultants shall describe their approach toward meeting the RFP’s project and contract objectives, meeting the RFP’s minimum requirements.

Web links, photographs, and illustrations (except for the organizational chart) are not to be included unless specifically required in this section.

Illustrations and photographs must be reproducible in black and white without obscuring their distinctive information. Double sided printing is allowed. Color printing is allowed.

NOTE: NYSDOT will protect confidential and proprietary information from disclosure to the extent permitted by the Freedom of Information Law (“FOIL”), Article 6 of the Public Officers Law. If an offerer believes information included in their proposal is confidential and proprietary, they should identify those page(s) of their proposal which contain such information as “confidential and proprietary”. Additionally, offerers need to explain the reason(s) why this
information should be considered exempt from public disclosure under FOIL. This information is to be provided in the Cover Letter. 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.

Note: Cost information is not to be included in the Part I submittal, and Technical and Management information is not to be included in Part II submittal.

In addition to Attachment 2’s certifications, submission of the Consultant’s proposal shall be construed by NYSDOT as the consultant’s acceptance of the procedures, evaluation criteria, and other administrative instructions in this RFP. Acceptance of the RFP’s draft contract also means a firm is able to comply with all responsibilities of the contract, including insurance.

NYSDOT may deem a proposal non-responsive and remove that consultant and its proposal from further consideration for failure to provide the information required or for failure to submit a proposal in the required format. Consultants must deliver proposals to the NYSDOT Contract Management Bureau’s office no later than 12:00 PM Eastern Standard Time on the specified proposal due date. Consultants mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposal. NYSDOT will not accept faxed or e-mailed proposals. The consultant’s proposal must meet the response requirements listed in this Section.

4.1 Part I Technical and Management Submittal:
Part I shall include the following sections:

1. Title Page: Name, address and phone number of the proposer, and the name, title, address, email, and telephone number of person(s) with authority to negotiate and who may be contacted during the procurement process. Include list of Counties for which the Consultant is proposing.

2. Cover Letter: The consultant must submit a signed Cover Letter on official business letterhead. The Cover Letter must accompany each volume and include the following: (Not to exceed a single page)
   • Name, address and phone number of the proposer, and the name, title, address, email, and telephone number of person(s) with authority to negotiate and who may be contacted during the procurement process.
   • Provide a brief description of the proposed approach, work effort and resulting product. Confidential and proprietary information should also be identified and addressed in this section:
   • List the full legal name of all subconsultants.
   • Provide the location of main office and any branch offices.
   • The Cover Letter must address that the Proposer shall be an individual, partnership, LLC or corporation regularly engaged in preparing records, searches and examinations of land title records in one or more counties of New York State.
• If the provider is a corporation, it must certify that it is registered with the Department of State. Please provide a copy of your NYS Department of State registration certificate in Part I of your response.

• Conflict of Interest: If applicable, include an explanation of how your firm can effectively deliver title search services while avoiding a possible conflict of interest or the appearance of a conflict of interest regarding NYSDOT Task Assignment requests. Any conflicts of interest during a selected task assignment must be disclosed immediately. If not applicable, please include a statement in your cover letter stating such.

• The signature of an official authorized to bind the consultant to all of its 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. The NYSDOT does not allow unapproved substitutes.

3. Table of Contents

4. Attachment 8: Technical and Management Submittal: Please be sure to follow Attachment 8’s instructions and submit a complete Attachment 8 (with applicable attachments). To be considered for award, proposing firms must submit all required supporting documentation noted in Attachment 8. Your proposal must include a work sample of each of the four types of title searches requested. If proposing for Bed of Street work, enclose a completed work sample of a railroad right-of-way search as a substitute for a Bed of Street Search and complete applicable section of Attachment 8.

5. Please indicate your acceptance of the scope of services as is (outlined in RFP Section 3). The resulting contracts’ scope of services shall be based on the RFP Section 3’s Scope of Services. NYSDOT reserves the right to make minor clarifications to the Scope of Services to be performed under this Agreement, via Attachment 1, Draft Contract, Schedule A: Scope of Service.

4.2 Part II Cost and Administrative Submittal

Part II of the proposal consists of two general sections:

• A Cost Proposal, which shall respond to the Cost Proposal Instructions in Attachment 9/9A.

• The Administration Section, which shall specify the proposer’s acceptance of the terms and conditions contained in the draft Contract enclosed as Attachment 1 to this solicitation, as well as host several other administrative items.
The above general sections shall include the following:

1. **Cost Proposal Instructions**
   NYSDOT requires that all cost information be presented using the RFP-provided Microsoft Excel spreadsheets (see **Attachment 9A**, ‘Cost Proposal Workbook’) in both a hard copy Part II response and an electronic copy on CD, securely presented in the Part II response.

   Complete the cost worksheets (Attachment 9A) as directed by **Attachment 9**. Should any questions arise pertaining to Attachment 9 or 9A, please submit them to the designated NYSDOT contact person before the Question & Answer deadline.

   1. Terminology used in the cost spreadsheets for products and services must be consistent with the terminology used in the technical portion of the response.

   2. All worksheets included in Attachment 9/9A must be completed in order for the response to be considered complete. Only firms proposing for Bed of Street work should complete the Bed of Street Cost proposal.

   3. Proposer should not make entries in colored cells in Attachment 9A Excel spreadsheets. Changes should not be made to the spreadsheet format or formulas. **Proposers shall not attach any additional or qualifying information.**

2. **Administration Section Instructions**
   All signatures on each copy must be an original.

   a) **Acceptance of Terms and Conditions**
      Offerors shall 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 (**Attachment 1**). Altering this form without the prior expressed written approval of the New York State Department of Transportation is prohibited and may lead to the proposal being deemed non-responsive and subsequently dismissed. **No exceptions to any of the draft contract’s terms and conditions will be entertained by NYSDOT.** Conditional bids will be deemed non-responsive.

   b) **Modification Acknowledgement Forms**
      The Proposer shall include a completed 6: Form AOR, acknowledging receipt of any Modifications issued by the Department.

   c) **Non-Collusion Bidding Certification**
      All Proposers shall submit a completed Attachment 7: Non-Collusive Bidding Certificate.

   d) **Procurement Lobbying Law**
      All proposers should become familiar with NYSDOT’s Procurement Lobbying Law Interim Guidelines and Procedures. The document is located
Filing the two required forms is mandatory for all consultants in order to be considered for contract award. These Forms are:

- Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) [https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/offers_affirmation_and_agreement_form.pdf](https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/offers_affirmation_and_agreement_form.pdf)

Failure to submit the required PLL forms with your proposal will result in elimination from consideration for contract award.

**Use Contract Number C031425** wherever requested in the forms. Please call or e-mail the individuals identified as the Designated Contacts in section 1.4 of this RFP if you have any questions regarding how to complete this required form.

Per the Procurement/Lobbying Law of 2005, any person who wishes to contact NYSDOT regarding this project during the restricted period (i.e. from advertisement through designation), may only contact the persons noted in Section 1.4 to this solicitation.

For additional information, refer to Attachment 3: Procurement Lobbying Law Compliance.

## 5 PROPOSAL EVALUATION PROCESS

### 5.1 General

Proposals shall be pre-screened to determine if they meet the minimum RFP responsiveness (reference Section 1.3). Those which do not shall be deemed non-responsive and shall be removed from further consideration.

Proposals shall then be evaluated by the Department using a Best Value Method evaluation process based on the technical and cost criteria described below. Technical proposals will be scored based on the information provided in this Section 5 and in accordance with the pre-established criteria listed in Section 5.3. The cost portion will be point scored in accordance with the pre-established criteria listed in Section 5.6.

Technical and Management Proposal evaluation will be accomplished by a representative committee comprised, as appropriate, of technical, program and management personnel. Committee members will score each proposal individually and then meet as a group to discuss
the proposals. Evaluators will be allowed to revise scores on the basis of the committee discussions. Only proposals determined to be technically acceptable and susceptible for contract award will be considered further and have their cost proposal included in the selection process.

Proposers responding to this RFP may be requested to clarify issues or to provide additional insights into their proposal through written clarifications and/or technical interviews. If written clarifications are required to complete the technical evaluation of proposals, evaluators will be allowed to revise their technical scores based on this additional information. Furthermore, the Department reserves the right to ask clarifying questions regarding each cost proposal (Part II).

The Department reserves the right to request best and final offers from firms that are determined to be susceptible for contract award. Should NYSDOT opt to request best and final offers, it reserves the right to re-score technical and cost proposals. Further, NYSDOT reserves the right to re-score technical and cost proposals should a firm withdraw from this solicitation or be deemed non-responsive after initial evaluation and scoring.

Note: In the event two or more proposals are found to be “substantially equivalent”, the Department reserves the right to award the contract under the terms of State Finance Law §163 (10)(a).

At the conclusion of the evaluation process, an announcement of the Department’s designation(s) will be posted on the NYSDOT website. All non-designated firms shall be notified in writing regarding the results from the solicitation, and will be offered an opportunity to hold a debriefing. Further, it is expressly understood that this Request for Proposals does not commit the Department to award a contract, pay any costs incurred in the preparation of a proposal to this request, or to procure or contract services or supplies. Further, the Department shall have no obligation or liability whatsoever to the vendor selected as a result of this solicitation unless and until a contract satisfactory to the Department is approved and executed by the vendor and all necessary State officials.

5.2 Pre-Screening of Proposals
NYSDOT will conduct a pre-screening of each proposal to ensure all contents have been submitted in accordance with the minimum proposal responsiveness requirements and mandatory proposal requirements as specified in the RFP. RFP specifications include that it is NYSDOT’s sole discretionary determination as to whether a proposal is complete (reference “Minimum RFP Responsiveness” Section 1.3). Proposals which do not meet the mandatory specifications in the Minimum RFP Responsiveness section will be deemed non-responsive by NYSDOT and will not be considered further.

5.3 Technical and Management
The Technical and Management Proposal will be scored and will represent 80% of the total score for a proposal. The major evaluation criteria are listed in descending order of importance. Sub-criteria within major evaluation factors are also in descending order of importance. (To be deemed technically acceptable and susceptible to contract award, a proposal must receive an average raw committee score of 50.00 points or higher out of a total possible 80 points.)

For Region 10:
1. **Staff Experience**  (Up to 26 Points)
   a. Number of years of title searching experience by identified staff for NYSDOT, other governmental/municipal entity, and general title searching experience. Quantity /versatility of work types performed relevant to the scope of services. (up to 20 points)
   b. Quality of resumes of all title searchers (up to 6 points)

2. **Firm Experience**  (Up to 24 Points)
   a. Number of years of firm’s title searching experience working for NYSDOT, comparable work in New York State for other government or quasi-government agencies or institutional entities, and other governmental/municipal entities. (up to 17 points)
   b. Proposed service delivery approach and management plan, understanding of NYSDOT project objectives and familiarity with applicable laws, rules, practices, procedural requirements, risks, approach to resolution of risks. (up to 5 points)
   c. Demonstrated ability to provide management and oversight to ensure proper delivery of requested services in all counties; quality of management plan including quality of subconsultant arrangement, if any. (up to 2 points)

3. Quality of submitted work samples and reasonable level of effort. (up to 25 points)

4. Firm’s approach and ability to mobilize once a task assignment is received. (up to 5 points).

**For Region 11:**

1. **Staff Experience**  (Up to 26 Points)
   a. Number of years of title searching experience by identified staff for NYSDOT, other governmental/municipal entity, and general title searching experience. Quantity /versatility of work types performed relevant to the scope of services. (up to 20 points)
   b. Quality of resumes of all title searchers (up to 6 points)

2. **Firm Experience**  (Up to 24 Points)
   a. Number of years of firm’s title searching experience working for NYSDOT, comparable work in New York State for other government or quasi-government agencies or institutional entities, and other governmental/municipal entities. (up to 17 points)
   b. Proposed service delivery approach and management plan, understanding of NYSDOT project objectives and familiarity with applicable laws, rules, practices, procedural requirements, risks, approach to resolution of risks. (up to 5 points)
   c. Demonstrated ability to provide management and oversight to ensure proper delivery of requested services in all counties; quality of management plan including quality of subconsultant arrangement, if any. (up to 2 points)

3. Quality of submitted work samples and reasonable level of effort. (up to 25 points)

4. Firm’s approach and ability to mobilize quickly once a task assignment is received. (up to 5 points).
For Proposals Including Bed Of Street Proposal (R11):

1. Staff Experience   (Up to 26 Points)
   a. Number of years of title searching experience by identified staff for NYSDOT, other governmental/municipal entity, and general title searching experience. Quantity /versatility of work types performed relevant to the scope of services. (up to 20 points)
   b. Quality of resumes of all title searchers (up to 6 points)

2. Firm Experience  (Up to 24 Points)
   a. Number of years of firm’s title searching experience working for NYSDOT, comparable work in New York State for other government or quasi-government agencies or institutional entities, and other governmental/municipal entities. (up to 17 points)
   b. Proposed service delivery approach and management plan, understanding of NYSDOT project objectives and familiarity with applicable laws, rules, practices, procedural requirements, risks, approach to resolution of risks. (up to 5 points)
   c. Demonstrated ability to provide management and oversight to ensure proper delivery of requested services in all counties; quality of management plan including quality of subconsultant arrangement, if any. (up to 2 points)

3. Quality of submitted Bed of Street work sample and reasonable level of effort. NOTE: A railroad right-of-way search should be submitted as a substitute for a bed of street search work sample. (up to 25 points)

4. Firm’s approach and ability to mobilize quickly once a task assignment is received. (up to 5 points).

Each TEC member will first independently evaluate each proposal to determine the degree of responsiveness of each area against the requirements and specifications contained in the RFP. Each evaluator shall document their independent findings then determine the appropriate score for each RFP factor using the predefined scale and definitions. Once all independent evaluations are complete, the TEC shall meet and discuss each proposal as a group. Scores may change as a result of group discussions and all reasons for score changes shall be documented.

5.4 Reference Checks
Reference checks (to verify offered experience) may be required to complete the evaluation of technical proposals. Subject references shall be contacted by Contract Management Bureau using its standard reference check questionnaire, adjusting that per the RFP. Reference check feedback will be forwarded to the TEC for their considerations during the after-group discussion phase. References named or unnamed in the proposal may be contacted to clarify and verify the proposer’s experience. 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.
5.5 **Written Technical Proposal Clarifications**
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.

Clarification questions may be requested. Firms shall be given a reasonable amount of time to respond to clarification question requests. Scores and findings may be changed as the result of the consideration of clarified material. Changes to scores and their reasons shall be recorded on written score sheets as well in electronic form.

The proposal which receives the highest written technical proposal average raw score will have its average raw score perfected to a total of 80 points. All other proposals will receive proportionately lower perfected scores based on the relation to the highest scoring technical proposal.

5.6 **Cost Proposal Evaluation (up to 20 Points)**
All proposals passing pre-screening and who achieve a minimum technical score of 50.00 out of 80.00 points shall have their Cost Proposals evaluated. The cost portion of the cost and contract proposal will be evaluated, checked for compliance with the RFP’s cost proposal submission instructions, and point scored, and will represent 20% of the total possible best value score for a proposal. Clarification questions may be asked. Evaluation of Cost Proposals shall be based upon a comparative evaluation of Attachment 9/9A.

The firm with the lowest total proposed composite weighted cost for the four work samples will receive a perfect cost score of 20 points. Other offers with higher total proposed composite costs will receive proportionately lower perfected cost scores based upon their relative ranking.

Each firm awarded a contract will compete for task assignment award. The total cost submitted for the bid will be the chief determinant in NYSDOT’s tier II best value evaluation and selection for a task assignment. Reference RFP Section 3.2.2 “In accordance with Office of Right of Way instructions (Task Assignment request), NYSDOT will select the lowest priced bid (unless past performance, schedule or/and capacity considerations preclude per NYSDOT’s discretion) and contact the selected Title Search firm.”

Proposers are encouraged to ask questions. Please submit all questions before the Question Submittal Deadline listed on the RFP cover.

5.7 **Best Value Determination**
Perfected cost scoring results will be added to the perfected written technical proposal scores, generating a best value score by firm. Firms shall be ranked in best value score order (highest
Should any firm withdraw their proposal during the proposal evaluation process, 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).

Reasons for any and all 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. Once the re-scoring of written technical proposals has concluded, TEC members shall sign/date and surrender their score sheets to Contract Management.

5.8 Best and Final Offer (BAFO; Optional) and Proposal Withdrawal

The Department reserves the right to request Best and Final Offers. 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 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 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).

Tie-Breaking Rule: Should any of the tentative final Best Value Scores of one or more proposals competing for the contract award lie within one point of each other, then State Finance Law Section 163(10)(a) shall be used to settle any ties.

Once all possible score ties have cleared, NYSDOT will determine the Final Best Value Score, where after the proposal with the highest Final Best Value score shall be recommended to NYSDOT Executive Management for contract award for contract C031425.

5.9 Consultant Selection Recommendation & Tentative Contract Award

A consultant selection and designation memo shall be prepared and forwarded to the applicable NYSDOT Executive Manager(s) with an accompanying proposal evaluation process results report. The memo shall recommend selection of the Best Value Consultants for each county for tentative contract award of C031425 (and the additional contracts emanating from RFP #C031425) to NYSDOT Executive Management If a firm receives more than one county award, then those awards will be rolled up into one contract award. The consultant designation
becomes final after the NYS Office of the State Comptroller approves each Contract that results from #C031425.

The designation(s) shall be publically posted. Once the public has been notified of the solicitation’s results, negotiations with the selected Consultants can commence. The final contracts are subject to approval by NYSDOT, the Attorney General, and the Office of the State Comptroller, and are 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.

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.

5.10 Consultant Start of Work
After each contract resulting from C031425 has been fully approved and notice to proceed has been given to the selected Consultant, NYSDOT requires the team of key personnel proposed by the Consultant to be available to start work within two weeks after receipt of NYSDOT’s notice to proceed; no substitutions are allowed. All Key Personnel shall remain available until work under C031425 has been completed. Substitution is only allowed if absolutely necessary, due to a reasonable, unavoidable circumstance (i.e., person left employment). All substitutes are subject to NYSDOT review and approval.

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

6.0 ADMINISTRATIVE SPECIFICATIONS

6.1 Proposal Submission:
   The proposal shall be signed by an official authorized to bind the offeror.

   Proposers shall submit five (5) copies of Part I and three copies of Part II.

   Your proposal must be received by NYSDOT by Noon on September 14, 2016. The proposal must be addressed to:
6.2 State’s Rights
All proposals, upon submission to NYSDOT, shall become its property for use as deemed appropriate. By submitting a proposal, the consultant 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 prerogatives with regard to proposals submitted:

a. To accept or reject any or all proposals;
b. To correct any arithmetic errors in any or all proposals;
c. To change the proposal’s due date upon appropriate notification to interested firms;
d. To eliminate any mandatory RFP requirement or specification unmet by all offerors in the evaluation of received proposals;
e. To adopt any or all of a successful offeror’s proposal;
f. 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;
g. 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;
h. To revise/amend any provision of this RFP by written notification to offerors, prior to proposal submission;
i. To eliminate any requirement that is found to be unmet by all offerors;
j. 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;
k. To select and award the contract to the offeror whose proposal represents the best value to NYSDOT;
l. 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;
m. 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.

6.3 Consultant Responsibility when Proposing Former NYSDOT Employees

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

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

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

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

Procedure

- Before the consultant proposes an individual, the individual must obtain an opinion from the New York State Joint Commission on Public Ethics (http://www.jcope.ny.gov/) that approves their participation in the project as they are proposed.

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

- Failure to obtain New York State Joint Commission on Public Ethics approval for an individual’s participation in a project may jeopardize the firm’s designation for that project.

6.4 Method of Payment

Payment for services provided under the agreement resulting from this RFP will be fixed for the duration of the agreement unless changed by an executed supplemental agreement. The Consultant will designate a Billing Representative who will be responsible for resolving any invoicing issues during the term of the Contract.

Lump Sum Payment will be based on the acceptance of completed deliverables, by phase, identified in the RFP.

Requests for progress and final payments shall be made by the designated consultant on standard payment request forms (FIN 421). Use proper procedure for billing each deliverable: Submit a draft billing to NYSDOT’s assigned Project Manager via the following sample electronic billing: https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions. The sample spreadsheet contains
all of the proper, required billing forms, as well as a sample billing. The Project Manager will respond via e-mail either with comments/corrections or with an approval to submit the final billing via signed hardcopy. The last and final payment will become due and payable within thirty (30) days after delivery of the final deliverable(s) and a standard NYS FIN 421 payment request forms.

6.5 Information for the Selected Consultant

6.5.1 Vendor Responsibility

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

6.5.2 Registration with NYSDOT

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


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

6.5.3 Registration with Statewide Financial System (SFS)

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

6.5.4 Consultant Employment Disclosure Requirements of this Project

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

6.5.5 Insurance Requirements of this Project

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

6.5.6 Contractor Tax Certification

Per Section 5-a of the NYS Tax Law, all vendors selected for contracts in excess of $100,000 for the sale of goods or services must complete and submit Forms ST-220-TD and ST-220-CA (Contractor Certifications) prior to negotiation of a contract with State agencies. You should make yourself familiar with these forms by visiting the following Web sites: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf (Form ST-220-CA) and http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf (Form ST-220-TD)

6.6 Inquiries and Information

All questions concerning this solicitation must be directed only to the individual specified in Section 1.4 of this RFP. The last date to submit questions for this solicitation is stated in Section 7.8 below.
Responses to all questions of a substantive nature, as well as copies of the questions, will be posted to the NYSDOT web site.

6.7 Protest Procedure

The New York State Department of Transportation (NYSDOT) has established a protest procedure to be utilized when an interested party challenges a Non-Engineering consultant designation by NYSDOT. The complete procedure can be accessed via: https://www.dot.ny.gov/main/business-center/consultants/general-info

6.8 Tentative Schedule of Key Events

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

- RFP Release Date: August 8, 2016
- Question Submittal Deadline: August 22, 2016
- Answers Released: August 25, 2016
- Proposals Due: September 14, 2016
- Recommendation & Designation: October 2016
- Contract Finalizing: November 2016
- Contract Award: January 1, 2017

7.0 ATTACHMENTS

1. Draft Contract, including Appendix A
2. Consultant Information and Certification Form
3. Procurement Lobbying Law Compliance
5. Use of Former NYSDOT Employee Information
6. Acknowledgment of Receipt of RFP Modifications and Responses to Questions
7. Non-Collusive Bidding Certification
8. Technical and Management Response Form
   8A: Firm References
   8B: Title Search References
   8C: Labor Table
   8D: Labor Table (Bed of Street – Region 11 only)
9. Cost Proposal
10. General Instructions: Department of Law Sample Abstract
11. Abstract of Mortgage Foreclosure Action
12. Surrogate Court Proceedings
13. Transcript of Tax Sales and Proceedings
14. Request for Approval Of Consultant Title Searching Services
15. Request for Approval of Consultant Title Searching Services
16. Abstract of Title Certification
17. Certificate of Twenty Year Search
18. Last Owner Search

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NEW YORK STATE DEPARTMENT OF TRANSPORTATION

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

COMPTROLLER'S CONTRACT NO. C031425

PROJECT: TITLE SEARCHING & ABSTRACT SERVICES FOR NYSDOT

This Agreement made this _____ day of ______________, 20_1_ 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 Main Office is located at 50 Wolf Road in the County of Albany, State of New York 12232, and the firm of:

FIRM NAME, Inc.
( X ) a corporation organized and existing under the laws of the State of New York; the principal location is: _______________________________ (Firm Address)
( ) a partnership, consisting of________________________________________
( ) an individual conducting business as________________________________________
the location of whose principal office
is________________________________________
(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 for the fifty month term for NYSDOT Title Searching and Abstract Services for NYSDOT (November 1, 2016 to December 31, 2020 with a six month optional renewal period to complete any work begun during the five-year period.)

NOW, THEREFORE, the parties hereto, that in consideration of the terms and provisions of this AGREEMENT, hereby mutually agreed, by and between the parties hereto, the following:
ARTICLE 1. PERFORMANCE OF WORK.

Subject to the provision of ARTICLES 15 and 16 hereof, the CONSULTANT shall perform all of the work described in SCHEDULE A generally in accordance with the CONSULTANT’S PROPOSAL (dated _______) 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 provide Title Searching and Abstract Services for NYSDOT per Task Assignments on a County basis. The CONSULTANT shall furnish such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this AGREEMENT. It is understood and agreed that __________ shall serve as the CONSULTANT's Project Manager and as such shall have the responsibility for the overall supervision and conduct of the work on behalf of the CONSULTANT and that the persons described in SCHEDULE A shall serve in the capacities described therein. Any change of key project personnel by the CONSULTANT shall be subject to the prior written approval of the STATE. The STATE reserves the option to extend the terms and conditions of this CONTRACT to any other state agency in New York subject to the approval, of all necessary state officials.

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

The CONSULTANT’s work shall be done by a title searcher, legally doing business in the State of NY. Corporation shall be in good standing with the NYS Department of State.

ARTICLE 2. TERM AND TOTAL AMOUNT OF AGREEMENT.

The term of this AGREEMENT shall be for a four-year period commencing on January 1, 2017 and ending on December 31, 2020 with a six month shadow period to complete any work begun during this initial term.

It is understood between the parties that the schedule for letting and awarding construction contracts requires the complete performance of the property title searching and abstract work for the entire project at the earliest possible date. It is therefore further agreed between the parties that the DEPARTMENT reserves the right to make additional agreements with others, or assign the personnel of the Department of Transportation, for property title searching and abstract work on any or all projects.

The services required to be performed in connection with this AGREEMENT are set forth herein and in the CONSULTANT’s proposal in response to NYSDOT’s ‘Title Searching & Abstract Services for NYSDOT’ dated __________, 2016, which is included herein by reference and made a part of this AGREEMENT.
The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed with an assignment from the DEPARTMENT.

**ARTICLE 3. MAXIMUM AMOUNT PAYABLE.**

Item I The maximum amount payable by the DEPARTMENT to the CONSULTANT hereunder for the performance and completion of the work is $100,000 unless increased by a supplemental agreement. It is understood and agreed that the DEPARTMENT is under no obligation to make a minimum number of work assignments and will only reimburse the CONSULTANT for approved costs incurred in the performance of authorized project assignments.

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

**ARTICLE 4. DOCUMENTS FORMING THE CONTRACT.**

The contract documents shall be deemed to include this AGREEMENT, (including EXHIBITS), the provisions required by state and federal law to be inserted into 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 December 4, 2009) incorporated by reference, and the CONSULTANT’s PROPOSAL (dated January 5, 2010) incorporated by reference.”

**ARTICLE 5. INSPECTION.**

The duly authorized representatives of the DEPARTMENT, 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 6. PROVISION FOR PAYMENT.**

The State shall pay to the CONSULTANT and the CONSULTANT agrees to accept as full compensation for its services under each task order assignment authorized by the State:

A. Payments or partial payments will be made on a work assignment basis for title searches and abstracts which have been completed or partially completed (on a pro-rated basis) and accepted by the State.

B. Total compensation shall be limited to those task order assignments authorized by the Director of the NYSDOT Office of Right Of Way (formerly know as Office of Real Estate).

C. The State is under no obligation to make a minimum number of task assignments to
any Consultant.

The CONSULTANT specifically agrees that the AGREEMENT shall be deemed executory only to the extent of the monies available for the purpose.

**ARTICLE 7. PARTIAL PAYMENTS.**

The CONSULTANT shall be paid for title searches and abstracts that have been completed and accepted by the State in accordance with this AGREEMENT. Bills are subject to the approval of the State's Project Director, or their successor as identified by the State. Payments shall not be withheld unreasonably.

The CONSULTANT shall inform the State and all Subcontractors and Subconsultants of the CONSULTANT's schedule for submitting vouchers to the State, said schedule shall be strictly adhered to by the CONSULTANT.

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

The CONSULTANT is required to make payments to all Subcontractors and Subconsultants within ten (10) calendar days of payment from the State covering that Subcontractor or Subconsultants’ work.

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

**ARTICLE 8. FINAL PAYMENT.**

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

The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the State from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this AGREEMENT or for any part thereof.
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 DEPARTMENT, in writing, of this fact prior to beginning any of the work. The notification shall include all information required by the DEPARTMENT. The DEPARTMENT 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 DEPARTMENT. The DEPARTMENT shall be under no obligation to reimburse the CONSULTANT for any extra or additional work performed without the prescribed notification and authorization. The DEPARTMENT will not allow fixed fee for any extra work undertaken without prescribed notification and authorization. In the event that the DEPARTMENT determines that such work does constitute extra work, the DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT all assistance required by the DEPARTMENT. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this AGREEMENT for the additional services above described, the DEPARTMENT’s directions shall be exercised by the issuance of a separate Agreement, if necessary.

**ARTICLE 10. RELATIONSHIP BETWEEN PARTIES.**

The relationship of the CONSULTANT to the State and the Commissioner arising out of this AGREEMENT shall be that of an independent contractor. It is understood between the parties that this AGREEMENT is intended to secure the personal services of the CONSULTANT and the Real Property Appraisers on the staff of the CONSULTANT because of their ability and reputation. 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 working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gifts, 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 cost or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 11. INDEPENDENT CONTRACTOR.

The CONSULTANT, its employees, Subconsultants, and Subcontractors, 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 DEPARTMENT 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 DEPARTMENT, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 12. CONSULTANT LIABILITY.

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, its subcontractors, agents or employees, in the performance of its service under this AGREEMENT. Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the DEPARTMENT from claims, suits, actions, damages and costs of every name and description, resulting from the negligent performance of the services of the CONSULTANT under this AGREEMENT, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the DEPARTMENT beyond such as may legally exist irrespective of this Article or this AGREEMENT.

ARTICLE 13. WORKER'S COMPENSATION AND LIABILITY INSURANCE.

The CONSULTANT agrees to procure and maintain without direct cost to the STATE except as noted, until final acceptance by the STATE, of the services covered by this AGREEMENT, insurance of the kinds and in amounts hereinafter provided in insurance companies authorized to do business in the State of New York, covering all operations under this AGREEMENT whether performed by the CONSULTANT or its subcontractors. Before commencing the work, the CONSULTANT shall furnish to the STATE a certificate or certificates, in form satisfactory to the STATE, showing that they has complied with this Article, which certificate or certificates, shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the STATE. The kinds and amounts of insurance required are as follows:
(a) policy covering the obligations of the CONSULTANT in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by the provisions of ARTICLE 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this AGREEMENT shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work;

(b) either:
   1. A policy of comprehensive general liability covering bodily injury liability with limits of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, not less than $2,000,000 for all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, and not less than $1,000,000 damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, not less than $2,000,000 for all damages arising out of injury to or destruction of property during the policy period; or
   2. A business owner’s policy (BOP) with a limit of insurance of at least $500,000.

(c) either:
   1. Professional liability insurance in the amount of $1,000,000 issued to and covering the liability of any professionally licensed CONSULTANT with respect to all work performed by him under this AGREEMENT (and Professional liability insurance in the amount of $1,000,000 issued to and covering the liability of any professionally licensed CONSULTANT’S subcontractors with respect to all work performed by any subcontractors under this AGREEMENT if applicable); or
   2. Errors and Omissions insurance in the amount of $1,000,000 issued to and covering the liability of any non-professional CONSULTANT with respect to all work performed by him under this AGREEMENT (and Errors and Omissions insurance in the amount of $1,000,000 issued to and covering CONSULTANT’S non-professional subcontractors (if any) with respect to all work performed by said subcontractors under this AGREEMENT, as applicable).

The New York State Department of Transportation requires all policies to be occurrence policies except those fulfilling the requirements of subparagraphs c through f. These policies may be claims-made policies but only if they contain extended Discovery Clause coverage after the completion of the work for three (3) years in the case of professional liability policies and six (6) years in the case of errors and omissions policies. All policies must contain an endorsement that NYSDOT will be notified at least 30 days prior to cancellation.

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 NYSDOT Contract #C031425. Certificates shall be mailed to the:
Unless otherwise agreed, policies shall be written so as to require that the policy will not be (i) canceled, (ii) materially changed or (iii) permitted to expire or lapse for any reason except upon thirty (30) days’ prior written notice to the Department by Certified Mail, return receipt requested at the stated address. In addition, if required by the Department, the CONSULTANT shall deliver to the Department within Forty-Five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete. Certificates of Insurance shall:

a. Be in the form provided by the Department (C218 or successor) or ACORD 25 and ACORD 855 insurance certification forms unless the Department specifically approves a different form.
b. Be signed by an authorized representative of the insurance carrier or producer and be acknowledged before a notary public.
c. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
d. Specify the Additional Insureds and Named Insureds as required herein.
e. Refer to this Contract by number on the face of the certificate, and
f. Expressly reference the inclusion of all required endorsements.
g. If at any time during the term of this contract, it shall come to the attention of the Department that required insurance is not in effect or that adequate proof of insurance has not been provided, the Department may, at its option:
   (1) Direct the CONSULTANT to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or
   (2) May withhold further contract payments in accordance with Article 7, or
   (3) Treat such failure as a breach or default of the contract.

ARTICLE 14. INTERCHANGE OF DATA.

All technical data in regard to the property to be appraised by the CONSULTANT, such as the property appropriation maps, construction drawings, aerial photographs and title data, where available, existing in the office of or under the control of the Commissioner, may be furnished to the CONSULTANT for use in connection with the work under this AGREEMENT and a statement of items generally non-compensable under established State law is set forth in Article 28. All technical data in regard to the properties to be inspected and appraised by the CONSULTANT existing in the office of the CONSULTANT shall be made available to the State without additional expense.

ARTICLE 15. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of individually ordered or groups of title searches and abstracts, the CONSULTANT shall then promptly furnish to the Commissioner the required
number of fully completed and certified copies of each Title Search and Abstract Report. The original copies of the Title Search Abstract and Abstract Report shall become the property of the State. Computations, maps, notes and all other documents and data developed by the CONSULTANT under this AGREEMENT shall remain the property of the CONSULTANT, except as otherwise noted in Article 15 hereof, and if requested by the State, the CONSULTANT shall make such data available to the State at any and all reasonable times. The CONSULTANT shall keep as confidential all reports, information, data and other material produced for and in connection with this AGREEMENT, and shall not disclose or release the same to anyone not a party, hereto, except only upon written consent of the Commissioner for such disclosure or release.

ARTICLE 16. ADDITIONAL PROVISIONS AND DELIVERY OF RECORDS.

The CONSULTANT agrees to the following applicable provisions:

A. Individual - In the event of the termination of this AGREEMENT, as provided for in Article 28, hereof, or in case of the death or disability of the CONSULTANT, all data and records pertaining to the project shall be delivered within twenty (20) days to the Commissioner or his/her duly authorized representative. In case of failure of the CONSULTANT’s successors or personal representatives to make such delivery on demand, then and in that event, the CONSULTANT’s representatives 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 hereunder to the CONSULTANT.

B. Partnership - In the case of the death or disability of one but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall devolve upon the survivors of them, if any, who shall be obligated to perform the services required under this AGREEMENT and the State shall make all payments due under this AGREEMENT to such remaining partners.

In the event of the termination of this AGREEMENT, as provided for in Article 28, hereof, or 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 twenty (20) days to the Commissioner or his/her duly authorized representative. In case of failure of the CONSULTANT’s successors or personal representatives to make such delivery on demand, then and in that event, the CONSULTANT’s representatives 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 hereunder to the CONSULTANT.

C. Corporation - In the event of the termination of this AGREEMENT, as provided for in Article 28, hereof, all data and records pertaining to the project shall be delivered within twenty (20) days to the Commissioner or his/her duly authorized representative. In case of failure of the CONSULTANT to make such delivery on demand, then and
in that event, 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 CONSULTANT all amounts due hereunder to the CONSULTANT.

In the event of dissolution of the CONSULTANT as a corporation during the existence of this AGREEMENT, the CONSULTANT shall give thirty (30) days notice in writing to the Commissioner in advance of such dissolution.

**ARTICLE 17. 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 DEPARTMENT 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 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. NOTICE OF BANKRUPTCY, VENUE, AUDITS.**

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

The CONSULTANT must immediately send written notice to the Contract Management Bureau 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 DEPARTMENT by final audit or otherwise.

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

The CONSULTANT agrees that the automatic stay under 11 USC Section 362 or a successor statute shall be deemed inapplicable or that this AGREEMENT shall constitute consent to the lifting of the stay with respect to the State's performance of or completion of any audit pursuant to the terms of this contract.

ARTICLE 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 DEPARTMENT shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT cost 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. 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 DEPARTMENT 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 DEPARTMENT or their duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the DEPARTMENT for any damages it may sustain by reason thereof. Upon the delivery of all such data to the DEPARTMENT, the DEPARTMENT 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 25. ORDER OF PRECEDENCE.

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

1. APPENDIX A,
2. APPENDIX A-1, APPENDIX B, and APPENDIX C;
3. This AGREEMENT, including Signature Page, Notary Page and Exhibits;
4. SCHEDULE A (including Exhibits);
5. The STATE’s Request for Proposals; and
6. The CONSULTANT’s Proposal.


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

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, nor 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.

ARTICLE 27. CERTIFICATION FOR FEDERAL-AID CONTRACTS.

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal contract, grant, loan, or cooperative Agreement.

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

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.
ARTICLE 28. TERMINATION.

The DEPARTMENT 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 DEPARTMENT and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the actual work performed by the CONSULTANT prior to termination including, but not limited to, the number of hours and other authorized costs audited in accordance with the terms of the AGREEMENT.

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

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

d) Task Assignment Termination

If the Consultant fails, for any reason, the commencement, prosecution or timely completion of an awarded Task Assignment is rendered improbable, unsuccessful, infeasible, impossible or illegal, NYSDOT may, by written notice to the Contractor, suspend or terminate Consultant's performance of the selected Task Assignment. The NYSDOT Right of Way Project Manager, has the option to request a correction (at no additional cost) to the submitted deliverable(s) on a set schedule or terminate the Task Assignment and readvertise for the services within the Region list.

In the event of NYSDOT’s suspension or termination of a Task Assignment/Project under this Article of this Agreement, upon Consultant's receipt of NYSDOT written notice thereof, the Consultant shall proceed promptly to carry out the following actions:

1. Take any necessary action to terminate or suspend, as the case may be, all Task Assignment activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the payment is to be computed;

2. Furnish a statement of the status of the Project activities and of the Project Account as well as a proposed schedule, plan and budget for terminating or suspending the closing out of Project activities and contracts, and other undertakings the costs of which are otherwise includable as Eligible Project Costs;

3. Provide for the suspension or closing out of such activities, contracts, and other undertakings. The closing out shall be carried out in conformity with the latest schedule and Project budget approved by NYSDOT and in accordance with terms and conditions imposed by NYSDOT. The acceptance of a remittance by the State of any or all Project funds previously received by the Contractor or the closing out of State financial participation in a
project shall not constitute a waiver of any claim which the State may otherwise have arising out of this Agreement.

However, should the Consultant believe the reason(s) for the issuance of NYSDOT’s termination order are correctable in a reasonable and timely manner, then the following process may be followed:

1. Consultant communicates to NYSDOT reason(s) for lack of acceptable Task Assignment performance with a corrective action plan and schedule.
2. NYSDOT reviews/comments on said corrective action plan and if acceptable, allows Consultant to implement corrective action plan on agreed-upon schedule.
3. Consultant re-submits corrected work for NYSDOT review and approval.
4. NYSDOT either accepts corrected deliverable(s) or takes final action to terminate the Task Assignment in question.

**ARTICLE 29. RESPONSIBILITY OF THE CONSULTANT.**

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

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

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

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

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

ARTICLE 30. SECURITY AND CONFIDENTIALITY OF INFORMATION.

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

CONSULTANT shall comply with the provisions of the New York State Information Security Breach and Notification Act, including General Business Law Section 889-aa and State Technology Law Section 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 31. 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 32. CONSULTANT DISCLOSURE LEGISLATION.

In accordance with Chapter 10 of the Laws of 2006, the CONSULTANT shall complete the “State Consultant Services Contractor’s Annual Employment Report” (Form B, Exhibit A) 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. Annual employment reports should be submitted to the following addresses. 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

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

ARTICLE 33. 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:** Mr. William A. Howe (Contract #C0314XX)
- **Title:** Director
- **Address:** NYS DOT Contract Management Bureau, 50 Wolf Road, 6th Fl, Albany, NY 12232
- **Telephone Number:** 518-457-2600
- **Facsimile Number:** 518-457-2875
- **E-Mail Address:** bill.howe@dot.ny.gov

**Firm:**
- **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 34. TITLE VI ASSURANCE.**

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

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

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

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

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

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

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

ARTICLE 35. CONTRACT PAYMENT.

The CONSULTANT shall provide complete and accurate billing invoices with accompanying vouchers 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.
IN WITNESS WHEREOF, this Contract No. C031425 has been executed by the STATE, acting by and through the Commissioner of Transportation, and the CONSULTANT has duly executed this Agreement effective the day and year first above written.

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

RECOMMENDED BY: FOR THE PEOPLE OF THE STATE OF NEW YORK:

__________________________

CONTRACT MANAGEMENT BUREAU

DATE: ________________

__________________________

DEPARTMENT OF TRANSPORTATION

DATE: ________________

Consultant Certifications: I certify that all the information with respect to the “Vendor Responsibility Questionnaire” submitted by __________ on the __________ day of __________, 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 Laws 139j & 139k is complete, true and accurate.

__________________________ Date: __________________________

FIRM NAME, INC.

-------- TITLE SEARCHING & ABSTRACT SERVICES FOR NYS DOT --------

APPROVALS

ATTORNEY GENERAL

THOMAS P. DINAPOLI

STATE COMPTROLLER

By

__________________________

Date

__________________________

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Acknowledgement for Contract #C031425

For contracts signed in New York State

State of New York )

County of ) ss.:  

On the________ day of __________ in the year 20___, 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 20___ before me, the undersigned, personally appeared _____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in _________________________________ (insert the city or other political subdivision and the state or country or other place the acknowledgement was taken).

___________________________________

NOTARY PUBLIC

___________________________________

(Signature and office of individual taking acknowledgement.)

My Commission Expires:
APPENDIX A

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

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

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

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

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

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. 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-COLLiNSIVE 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
e-mail: 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
e-mail: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

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

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

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

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

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

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

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law Section 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

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

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

Updated January 2014
SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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

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

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

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

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

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

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

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

REQUIREMENTS FOR FEDERA LY- 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 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $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 (CFDA2), 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.
4. 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.
5. 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.

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

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

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

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

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 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 qualifies minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the CONSULTANT has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the CONSULTANT from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONSULTANT shall immediately notify the New York State Department of Transportation.

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

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

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

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

(e) The CONSULTANT will insure binding subcontractor and vendor compliance with their EEO obligations. The CONSULTANT will take such actions in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation with a subcontractor or a vendor as a result of such direction by the contracting agency, the CONSULTANT shall promptly notify the State Division of Human Rights and set forth what efforts have been made to obtain such information. Further to the extent such information is 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 New York State Department of Transportation.

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 of which 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 that 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
CONSULTANT INFORMATION AND CERTIFICATIONS

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

CONTRACT NUMBER: C031425

PROJECT TITLE: Title Searching & Abstract Services for NYSDOT

---

I. CONSULTANT INFORMATION

FIRM NAME: ______________________________________________________________

ADDRESS:_________________________________________________________________

CITY:_______________________________ STATE: __________

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

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

E-MAIL ADDRESS: _________________________________________________________

CONTACT PERSON: _________________________________________________________

Consultant’s Federal Identification Number (FIN):________________________

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

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

Preparer’s Name/Title: _______________________________________________________

Address: __________________________________________________________________

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

Other Authorized Individual(s):

Name/Title:______________________________________________________________

Address:_________________________________________________________________

Telephone: (____) _____ - __________ FAX: (____) _____ - __________
II. **PROPOSER CERTIFICATIONS**

By signing below, I, ________________________________, authorized individual (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.
- **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](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 that $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:

The firm is in compliance with the requirements of the Omnibus Procurement Act as described in EXHIBIT A which is found in the Draft Contract attached to this RFP.

Signature: _____________________________________________

III. **ACCEPTANCE OF CONTRACT**

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

Signature: _____________________________________________ (Name of Acceptor)
Attachment 3

Procurement Lobbying Law Compliance

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

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


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

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. C031425

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: C031425
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: ____________________________
FORM A

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

State Agency Name: Transportation  
Contractor Name:  
Contract Start Date: / /  
Contract End Date: / /

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<th>Number of hours to be worked</th>
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Grand Total

Name of person who prepared this report:
Title:  
Preparer's Signature:  
Date Prepared: / /  
(Use additional pages, if necessary)
**State Consultant Services**  
**Contractor's Annual Employment Report**  
**Report Period:** April 1, ______ to March 31, ______

Contracting State Agency Name: DOT  
Agency Code: 3900280  
Contract Number: C031425  
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

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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.
ACKNOWLEDGMENT OF RECEIPT OF RFP, MODIFICATIONS AND RESPONSES TO QUESTIONS

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<th>NAME OF PROPOSER</th>
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We hereby acknowledge receipt of the Title Searching and Abstract Services For NYSDOT (Contract #C031425) Request for Proposals, dated _8_/_9_/2016 and subsequent responses to questions and Modifications issued by the Department, as listed below.

Add additional lines in tables below, if needed.

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ATTACHMENT 7:

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY 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.
**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

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

<table>
<thead>
<tr>
<th>NAMES OF PARTNERS OR PRINCIPALS</th>
<th>LEGAL RESIDENCE</th>
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IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

<table>
<thead>
<tr>
<th>NAME</th>
<th>LEGAL RESIDENCE</th>
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<tbody>
<tr>
<td>President</td>
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<tr>
<td>Secretary</td>
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<td>Treasurer</td>
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<tr>
<td>President</td>
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<td>Secretary</td>
<td></td>
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<tr>
<td>Treasurer</td>
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NON-COLLABORATIVE 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

By

Name

Title

Address: ____________________________________________________________________

Street

City

State

____________________________________

Legal name of person, firm or corporation

By

Name

Title

Address: ____________________________________________________________________

Street

City

State
List the Counties in which your firm intends to provide services:

Complete and submit Attachment 8 (Sections 8.1, 8.2, 8.3, 8.4, 8.5 and 8.6), Attachment 8A, 8B, 8C and 8D.

8.1 Supporting Documentation: Please provide the following:
Present your firm’s experience, staff experience and and/or references in summary format. In addition, firms must provide summaries of actual project work.

1. Evidence of the firm’s establishment as a title searching firm in New York State. If the provider is a corporation, it must be authorized to do business in New York State.
2. For Staff Experience, provide: Copies of resumes of proposed key personnel (i.e. title searchers (including subconsultants) who are qualified to provide one or more of the four job types (per Attachment 8). Resumes should include projects, work experience, qualifications, curriculum vitae, etc.
3. A listing of past and current clients for each county for which you are claiming title searching experience. (Firms may propose for counties in which they do not have experience.)
4. A listing of municipalities for each county for which claiming title searching experience.
5. References - a minimum of three (3) clients that may be contacted as references supporting the quality of the prime firm; at least two reachable current/prior references for your proposed Consultant Manager and for each proposed Title Searcher assigned to this project. The NYSDOT reserves the right to contact all references provided. Failure to provide effective references may lead to a reduction in points.

Note: NYSDOT reserves the right to request information from any client/project named in the proposal. NYSDOT also reserves the right to contact additional references.

8.2 If your firm has more than one office, indicate from which office key personnel will be working from. If personnel are working from satellite offices, please explain how each office will be fully functional as of January 1, 2017 to provide the services. Detail your firm’s capacity and method to deliver the services in Region 10 or/and Region 11.

8.3 Experience and References
The qualifications and prior experience of selected Title Search Consultants and associated title searchers are of great importance to NYSDOT. Direct, prior and relevant title searching and abstract experience is required. NYSDOT requires substantial relevant experience and expertise, and consultants must demonstrate that experience through past and current project attestations and must provide reachable, verifiable references.

Company experience information should be provided for all proposed firms and for all proposed title searchers (qualifications: include resumes and curriculum vita). Include names, titles, mailing addresses, e-mail addresses, and telephone numbers of client references using the forms provided in Attachment 8A and 8B. Provide at least two reachable current/prior references for your proposed Consultant Manager and for each proposed Title Searcher. References are required so that NYSDOT may verify
proposed relevant experience. Include names, titles, mailing addresses, e-mail addresses, and telephone numbers of client references using the form provided in Attachment 8A and 8B.

All firms must complete and submit Technical Proposal Attachment 8E which

For all proposed subconsultants it is critical that the prime Consultant demonstrate its relevant experience, and the prime Consultant must demonstrate a sound management plan to ensure subconsultant’s compliance with all contract provisions (Attachment 1). NYSDOT reserves the right to request information from any source so named, and further reserves the right to contact additional references (including appropriate references not specifically named by consultants) to completely verify all offered experience as well as to request additional references. Failure to provide reachable and responsive references will lead to the downgrading of a consultant’s experience score.

8.4 Work Samples
All firms must submit four previously completed work samples, one for each of the four work categories. Each work sample shall be evaluated for acceptability. Additionally, if proposing for Region 11 Bed of Street, a completed work sample of a railroad right-of-way search should be submitted as a substitute for Bed of Street search.

Include Attachment 8C to list the titles and level of effort for each of the submitted work samples. If proposing for Bed of Street, include Attachment 8D to list the titles and level of effort for the submitted Bed of Street work sample (railroad right-of-way search to be submitted as a substitute for a Bed of Street search).

8.5 Narrative Description
Briefly outline the substance of your proposal. Provide a brief and concise description of the proposed approach and management and administrative efforts. Highlight the strengths and capabilities of your firm and its associated Title Searchers and how they can be used to respond to and deliver requested real estate title searching and abstract services for NYSDOT projects. Include enough substantive discussion to demonstrate an understanding of NYSDOT’s project objectives and familiarity with applicable laws, rules, practices, procedural requirements, risks, etc. Describe similar experience in each area of services requested by this RFP. Describe possible obstacles to the work and how the consultant would approach resolution.

8.6 Organization and Staffing
The Department is interested in how the consultant team work together and how the prime consultant would manage the overall effort.

Provider shall be, or have on staff, an examiner experienced in searching public land records and who has prepared full title searches as their primary responsibility. Such person shall be responsible for the completion and/or supervision, coordination and preparation of work under Department contract assignments. Please address this requirement in your Part I response.

1. An organizational chart which lists all proposed key personnel staff and their titles by firm (prime Consultant and all Subconsultants including DMWBE status and any independent Consultants). The chart must clearly name specific persons by identified job titles, presenting requested and desirable credentials in summary format. Provide a list of all certified Title Searchers associated with or employed by your firm.
2. A description of the proposed Consultant Management and Administrative team, including corporate personnel who will provide management and oversight to ensure proper delivery of requested title search and abstract Task Assignments as well as maintain eligible Title Searchers and handle billings, insurance and other administrative matters. Identify the specific personnel
and their roles as part of your Consultant team, including the individual who will be responsible for communicating with NYSDOT on all contract matters. Indicate the office location of all Consultant team members as well as the office location of all offered Title Searchers (i.e., whether or not they will be located at the prime Consultant’s home office). Include resumes for all Consultant Managers.

3. A Management Plan which identifies and describes how the selected prime Consultant shall ensure a supply of qualified Title Searchers and manage all required contractual and administrative duties. Describe the responsibilities of each person for your proposed management team, and how overall internal and external coordination will be achieved. If subconsultants are to be used, explain the specific need for the expertise and describe the arrangements.
Attachment 8A

**Firm References**

- Provide at least three Firm references.
- Fill out the firm below for each firm reference. (Fill in Firm Reference Number – ie, ‘Firm Reference #1; Firm Reference #2, etc.) Form is expandable.

<table>
<thead>
<tr>
<th>Firm Reference Number:</th>
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<tbody>
<tr>
<td>Client/Firm Name:</td>
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<td>Project Name:</td>
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<td>Project Cost (total $):</td>
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<td>Name &amp; Title of Contact:</td>
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<td>E-Mail Address &amp; Telephone Number:</td>
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*Provide a brief description of a recent relevant project for which they are serving to reference:*
Title Searcher References

- Provide two references for each title searcher; list each title searcher on a separate page.
- 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.

<table>
<thead>
<tr>
<th>Staff Title:</th>
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<tr>
<td>Client Name (Reference Company):</td>
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<td>Reference Main Line of Business:</td>
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<td>Project Name:</td>
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<td>Name &amp; Title of Contact:</td>
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<tr>
<td>E-Mail Address &amp; Telephone Number:</td>
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<tr>
<td>Provide a Brief Description of Recent, Relevant Project for which they are Serving to Reference</td>
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</table>
Attachment 8C

Labor Table

Complete the table below for each work sample submitted in your technical proposal.

Note: Titles/Names/hours must correspond with Cost Proposal Attachment 9/9A.

Lines may be added to each table as needed.

### Abstract of Title

<table>
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<th>Title</th>
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Total hrs:

### Certificate of 20 Year Title

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<th>Title</th>
<th>Name</th>
<th>Level of Effort (# of hours)</th>
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Total hrs:

### Last Owner Title Search

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<th>Title</th>
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Total hrs:

### Intermediate Search

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Total hrs:
Attachment 8D (Region 11 BED OF STREET Proposal)
(complete this table only if proposing for Bed of Street)

Labor Table

Complete the table below for the completed work sample of a railroad right-of-way search (to be submitted as a substitute for a Bed of Street search).

Note: Titles/Names/hours must correspond with Cost Proposal Attachment 9/9A.

Lines may be added as needed.

<table>
<thead>
<tr>
<th>Bed of Street Region 11</th>
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<tbody>
<tr>
<td>Title</td>
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| Total hrs: |       |

Please submit any questions in writing prior to the QA deadline as referenced in this RFP.
*Attachment 9

TITLE SEARCHING AND ABSTRACT SERVICES FOR NYSDOT
#C031425

COST PROPOSAL

ALL-INCLUSIVE, UNIT COSTS BY WORK TYPE

NOTE: THESE COSTS ARE BASED ON THE WORK SAMPLES SUBMITTED IN YOUR TECHNICAL PROPOSAL AND RESPONSES TO TECHNICAL ATTACHMENT 8C and 8D


1) Submit the costs for work samples submitted for each of the four searches.
   Attachment 9A contains one tab for Region 10/11, and one tab for Region 11 Bed of Street.

   For Region 10/11: The following are the weight factors by work type:
   Abstract of Title: 55%
   Certificate of 20-Year Title: 30%,
   Last Owner Title Search: 10%
   Intermediate Search 5%

   For Region 11 Bed of Street ONLY: The following is the weight factor:
   Bed of Street 100%
   (A bed of street search will NOT require continuation search services.)

   • DO NOT ALTER ANY FORMULAS (Yellow Highlighted Cells)
   • All entries must equal the entries listed on Attachment 8C and 8D Labor Tables.

Note: An intermediate search is requested by the Attorney General’s Office for which a flat cost is paid for additional searching required to bridge an extended time lapse.

Proposers are encouraged to ask questions. E-mail any questions (prior to the QA deadline as referenced in this RFP) to Barbara.Sonenberg@dot.ny.gov
Attachment 10
General Instructions: Department of Law Sample Abstract

GENERAL INSTRUCTIONS (1/2004)

Title data prepared following the specifications described herein will be used by the Department of Law (a/k/a the Office of the Attorney General) in the performance of its statutory responsibility to certify to the Department of Transportation (DOT) the names of all parties which have a compensable interest in real property to be acquired by that Department by eminent domain for a variety of highway improvement projects.

The Department of Transportation will provide the Abstractor with a copy of either an Abstract Request Map (ARM) or the proposed appropriation maps for the properties against which title searches are to be made. The ARM depicts the parcels to be acquired and will contain a schedule of those parcels identified by TRN (Temporary Reference Number), reputed owner, and the liber and page of the source deed of the reputed owner's title. In cases where proposed appropriation maps are supplied instead of an ARM, each map will be identified by map and parcel number, will show the name of the reputed owner, and should specify the liber and page of the reputed owner's source of title.

The material supplied by DOT will indicate what type of search (Abstract of Title, Certificate of Twenty-Year Search or Last Owner Search) is required for each parcel.

The Department of Transportation is to provide an accurate source deed reference for each property to be searched. It shall be the duty of the Abstractor to verify that the parcel shown on the ARM or appropriation map is contained within the bounds of the premises described in the source deed.

These standards apply to all reputed owners, including public utility companies, municipal corporations, railroads and former railroads.

Each search is to be typed, prepared in duplicate, and securely assembled using the format described herein including the forms provided in Exhibit A attached hereto. Each completed search should be identified by Proceeding Number, Map and Parcel or TRN Number as applicable. Original searches are to be returned to the New York State Department of Law, Real Property Bureau, The Capitol, Albany, New York 12224, Attention: Deputy Bureau Head. The duplicate copies of the searches are to be sent to the Right-of-Way Mapping Unit of the Regional Office of the Department of Transportation.

The Abstractor will receive Standard Vouchers from DOT. A completed Voucher for each assignment should be sent to the Department of Law along with the last original searches in that assignment. After preliminary approval of the searches by the Department of Law, this Voucher will be forwarded to DOT for review and payment.

All Abstracts of Title, Certificates of Twenty-Year Search and Last Owner Searches should be a combination of typewritten and photocopied pages using 8½” x 14” white paper. It is recommended that all searches of more than 15 pages be assembled using a two-hole fastener such as ACCO No. 22 at the top. Each search should contain the following elements, in the indicated order:

1. First should be a completed and signed certification page (Department of Law form) which is appropriate for the type of search. In other words, if DOT requested an Abstract, then the sheet entitled "Abstract of Title Certification" should be used; if a Certificate of Twenty-Year Search (or "Certificate of
Title", or "Certificate") was requested, the Certificate of Twenty-Year Search certification page should be used; and if a Last Owner Search was requested, a Last Owner Search certification page should be used. Each certification page should show the Proceeding number and name of the project, and the TRN or map number against which searches are being made. The "premises certified against" portion of the certification page may be completed by reference to an attached Schedule A (which would then be a description of the certified premises). However, most of the time it will be sufficient to merely list on the certification page the Liber and page (and when appropriate, the parcel or parcels) of the deed to the present owner, instead of typing out a Schedule A. The date on the certification page should be the date to which searches have been made.

2. County Tax Search (on Department of Law form). Tax Searches are 5 years for Abstracts of Title and Certificates of Twenty-Year Search, and 2 years for Last Owner Searches. In identifying the tax year, refer to the year which is covered by the tax, not the year of the assessment. For example, if the tax search is through and including the County & Town tax due January 1, 2000, the space for Tax Year should be filled in as 2000. If the premises are exempt, the tax search should so state, even if the assessed owner is an entity which would normally be exempt, such as a Town or County. If the premises are partially exempt, the Abstractor should identify the basis for the exemption. For property in New York City, a copy of the current printout from the City Department of Finance should be included.

3. Photocopy of portion(s) of the tax map(s), showing all of the premises under examination.

4. Period Search Schedule. Note that this is a separate page for Abstracts of Title and Certificates of Twenty-Year Search only, since the Last Owner Search certification page contains a space for the schedule. Ordinarily, the "From" date in the schedule should be the day before the date of a deed into a certain party, and the "To" date should be the day after the date of recording of the deed in which that party conveyed a full interest. Searches against parties who acquire their interest through an Estate should begin on the day before the date of death of the decedent. Searches against all parties, including decedents, should continue until the day after the date of recording of a deed to a bona fide purchaser for full consideration. For example, if there is a deed from one spouse to another for what is apparently less than full consideration, searches must be continued against the grantor as well as the grantee. (Consideration may usually be estimated by reference to the tax stamps.) When a corporation changes its name or merges into another corporation, searches must be continued against the old name for the entire period that searches are made against the new name. Special searching periods are covered on pages 25 and 26, and the abstractor is required to make all such searches.

5. Copies of all subdivision or survey maps which concern the subject premises.

6. Next should be the title page for the deed in which title is assumed good (i.e., Item 1). Each item in the search (deed in chain of title, reference deed, exception deed, mortgage, lease, easement, judgment, assignment of mortgage, etc.) is to have its own title page, and title pages should be numbered consecutively. Following each title page should be the photocopy or partial photocopy of the instrument. (See page 11 concerning photocopies.) Each item should be set out chronologically, starting with the oldest instrument and ending with the most recent instrument. One general exception to this is that instruments, such as easements, which predate the deed in which title is assumed good, but are recited therein, should be returned as reference items following that deed. Each title page should be set up as in the attached sample Abstract of Title (Exhibit B), showing: the parties= names exactly as they appear in the instrument; type of instrument; date of the instrument; date of acknowledgment; date of recording; consideration; tax stamps; and Liber and page or other recording data. In addition, the title pages should show the addresses of all parties (such as grantees, mortgagees and mortgage assignees) who still hold an interest of record. Judgments should be abstracted as shown on the "Searcher's Work Sheet for
Judgments” in Exhibit A. The Abstractor should use the title pages to make appropriate notes, such as advising that a mortgage which is recited in the attached deed has been discharged or advising that a search has been made for a particular item (such as an Estate proceeding, filed map or Certificate of Incorporation) and that item was not found.

ABSTRACT OF TITLE

A. Starting Point

When title to the subject premises has been registered under Article 12 of the Real Property Law (Torrens Title), the Abstract may commence with the last certificate issued by the Registrar. Otherwise, an Abstract must start with a Warranty Deed which has been of record at least 40 years prior to the date of the search except that in Nassau, Suffolk, Westchester, Rockland, Putnam and the five counties comprising New York City, a Bargain and Sale Deed with Covenant Against Grantor's Acts may be substituted for a Warranty Deed. Title may be assumed good in the grantee(s) of such deed if the deed purports to convey a complete (i.e. full interest) and indefeasible fee title. For the purposes of this paragraph, a full covenant warranty deed is not required.

If the Abstractor has run the title back for at least 100 years without finding a Warranty Deed, the Abstract may commence with:

1) an Executor's Deed which has been of record at least 40 years prior to the date of the search, if
   a) the subject premises were listed in the Estate proceedings; and
   b) the Estate proceedings are abstracted, with the description of the premises included in such abstract; and
   c) there has been a subsequent conveyance to a bona fide purchaser for value.

2) a Referee's Deed which has been of record at least 40 years prior to the date of the search. An abstract of the foreclosure proceedings which resulted in such deed need not be returned.

3) any other deed which was made pursuant to a Court Order and which deed has been of record at least 40 years prior to the date of the search. A copy of the Order must be included in the Abstract.

In all three cases, a note detailing the Abstractor's efforts to find a Warranty Deed must be placed on the title page for the deed with which the Abstractor wishes to begin the Abstract.

B. Location

For Abstracts of Title, the Abstractor must provide the examining attorney with information sufficient to plot out each deed, exception and sell-off (see "Sell-Offs/Exceptions." on page 25) in the chain of title with respect to the premises being acquired. If the first deed in the chain qualifies as an acceptable starting deed but does not have a metes and bounds description, the Abstractor:

1) should return for reference an earlier deed in the chain which does have a good description; or

2) should return for reference the deeds to adjoining owners or their predecessors, if such deeds are sufficient to establish the location of the subject premises; or

3) may start with such deed (no reference deeds being required) if
a) the land has been improved for at least 10 years (to be ascertained from a full 10-year tax search); and

b) the property is now a lot on a filed subdivision map, which map has been on file at least 20 years and covers five or more lots, and a copy of the subdivision map is returned.

In all cases, the Abstractor should include with the search photocopies of any and all maps, Atlas pages, protractions, etc., which are available to the Abstractor and which would assist the examiner in determining location.

CERTIFICATE OF TWENTY-YEAR SEARCH

A. Starting Point

A Certificate of Twenty-Year Search must start with a deed which conveys a complete and indefeasible title and which has been recorded for at least 20 years. This deed need not be a Warranty Deed or a Bargain and Sale Deed, however, a Certificate may not begin with deeds between the following parties:

1) From husband and wife to that husband or that wife
2) From husband or wife to that husband and wife
3) Where the grantor and grantee are the same party
4) From a party to that party and another party
5) Where the grantee is one of the grantors
6) From one distributee to another (this does not convey a full interest)

B. Location

In matters for which Certificates of Twenty-Year Search are prepared, the Department of Law relies upon the accuracy of the appropriation map, vis a vis the source deed, in lieu of its customary location analysis. The only exception to this reliance is a manifest irregularity or obvious error, e.g., the source deed covers property on the opposite side of the road from the acquisition or the source deed covers property in a different Town. Since accuracy of location is presumed, the Abstractor need not return exception deeds which are recited in the deed in which title is assumed good, or reference deeds to establish the location of the source deed, absent obvious errors. NOTE: All encumbrances found within the search period should be returned as well as any encumbrance specifically referred to by any deed or other instrument appearing in the chain of title in the Certificate of Twenty-Year Search.

LAST OWNER SEARCH

A. Starting Point

The last deed of record which conveyed a full fee interest. This deed need not be a Warranty Deed or a Bargain and Sale deed and it need not be recorded for any particular length of time.

However, if the last deed of record is a deed between any of those parties set out at the top of page 9 of these General Instructions, the deed immediately prior to the last deed should serve as the beginning point. For example, if the last deed of record is a deed from a husband to himself and his wife, the Abstractor should start the search with the deed conveying full title to the husband. In this way, all
appropriate runs will be made against all parties who are current owners for the full time they have been in title to the property.

Last Owner Searches are not continuation searches - full judgment and other lien searches which predate the deed in which title is assumed good must be made when appropriate.

B. Location

The specifications for Last Owner Searches concerning location are the same as set forth on page 9 for Certificates of Twenty-Year Search.

PHOTOCOPIES

This section applies to all classes of title data (Abstracts, Certificates, Last Owner Searches and Continuations).

Providing photocopies of complete documents is required. The initial page of each instrument (or the first page to identify all of the parties to the document) should be provided. A photocopy of the description of the premises (with appurtenances) should also be provided. Pages which contain only boilerplate, signatures or acknowledgments may be omitted unless there is a particular reason to return them. For mortgages and leases, the Abstractor should advise as to the terms thereof, and either photocopy or abstract the condemnation clause, if any. For Assignments of Mortgages and leases, etc., the Abstractor should return photocopies of the portion of the document that listed the document(s) and original recording references for said document(s) that is the subject of the Assignment. This information is, of course, in addition to that normally returned on title pages. Questions concerning whether photocopies are necessary in certain specific cases should be directed to the Deputy Bureau Head of the Department of Law, Real Property Bureau, at (518) 486-4507.

CONTINUATION SEARCH

After the State has filed the appropriation map in the County Clerk's Office, it will be necessary for the Abstractor to continue the original search from the date and time of the end of that search to the time of the filing of the appropriation map.

The Abstractor will be provided with a Certificate on Continuation prepared by the Department of Law which sets forth the names of the parties, the interests which such parties hold (i.e. fee, mortgagee, lessee, etc.) and the search period for which runs must be made. If a physical inspection of the premises has revealed that the State will be acquiring an interest (such as a leasehold or a sign) which is not of record, the Certificate on Continuation will call for UCC and lien searches against the holder of that interest. The Certificate may also ask for information which was omitted from the original search. Care should be taken to fully respond to such requests.

The tax search need not be updated at the time of continuing the original search unless specifically requested except that, for property in New York City, a current printout from the City Department of Finance should be obtained and attached to the Certificate on Continuation.

Exhibit C attached hereto shows a typical completed Certificate on Continuation. Any items found by the search should be returned in the same format (title page, photocopy, etc.) as Abstracts of Title, Certificates of Twenty-Year Search or Last Owner Searches, using the Certificate on Continuation as a
cover sheet. The back of each Certificate must show the filing and recording information for the subject appropriation map and Notice of Appropriation in the spaces provided. Copies of such map and Notice need not be returned. The front of each Certificate should be filled in with the searcher’s name and title, and the searcher must sign the back of the Certificate on the line provided at the bottom. All new parties which are found in the course of the continuation search (i.e., grantees, mortgagees, etc.) should be run from the day before the date of the instrument to the date of vesting of title in the State, with full judgment and lien searches being made against new owners. Such owners and mortgagees should be listed on the Certificate in the same manner as the names which are already there, with the respective search periods shown.

In rare instances where the State takes title by deed, the Abstractor will be provided with the deed and other necessary documents for recording along with a Certificate on Continuation.

Two copies of each Certificate on Continuation will be provided to the Abstractor. Upon completion of the Certificate, the Abstractor is to retain one copy and forward one completed original to:

New York State Department of Law
Real Property Bureau
The Capitol
Albany, NY 12224

Once the appropriation map has been filed, the property interest (fee or easement) described therein vests in the State, and the State is liable to the former owner for the value thereof, with interest. It is therefore imperative that each Certificate on Continuation be completed and forwarded by the Abstractor within two weeks of receipt so that the State will be in a position to make payment to the former owner.

INTERMEDIATE CONTINUATIONS

Occasionally, the Abstractor may be asked to update the search prior to time the appropriation map is filed in the County Clerk’s Office. This might occur when, for example, the Department of Transportation becomes aware that there has been a change in ownership since the time the search was made. The Department of Law will provide the Department of Transportation with an Intermediate Certificate on Continuation to forward to the Abstractor for completion and return to the Department of Law.

ADDITIONAL GUIDELINES

Pages 16-28 list standards which are to be followed by all Abstractors. Any questions concerning these standards should be addressed to the Deputy Bureau Head of the Real Property Bureau of the Office of the Attorney General at (518) 486-4507.

Actions and Proceedings. (Also see ”Court Orders” and ”Notices of Pendency”)

If title to the subject premises has been affected by any action or proceeding within the twenty years prior to the search (but see the note below), at least the following information must be abstracted:

A. Complaint or petition
B. Names of all parties
C. Proof of service of process upon all defendants
D. Notices of Appearance
E. Affidavits necessary to establish compliance with jurisdictional requirements
F. Judgment or Order
G. Notice of Appeal, if filed

NOTE: In mortgage foreclosure actions, the top half of the Department of Law=s form must be completed even if the action is more than twenty years old. In any other action where a Notice of Pendency was filed prior to September 1, 1957, the Notice and the action must be abstracted unless the action was officially discontinued or a judgment was obtained in the action.

Addresses.

The addresses of each of the following should be shown on the appropriate title page:

A. Last owner(s) of record
B. Each mortgagee or assignee
C. Judgment creditors and debtors
D. Attorneys for judgment creditors
E. Attorneys and trustees for bankrupts

City Tax Searches.

If the subject premises are situate in the same City as the County Clerk's Office or Surrogate's Court, the searcher should make a City Tax Search if the City Treasurer's Office and records are reasonably accessible. If for some reason such a search is not made, the searcher should make a note of explanation.

Condominiums.

Condominiums present special problems for searchers and examiners. If a Declaration of Condominium which covers the subject premises has been filed, the Declaration and other documents of record, such as the By-Laws, should be returned in their entirety. Searches should be made against the name of the condominium from the date of the Declaration, and should continue to be made against the record fee owner.

The acquisition may affect only the common areas ("common elements") of the condominium. In that case, conveyances, if any, to unit owners need not be returned, although a note stating that there are such conveyances should be placed in the search. Searches against such owners need not be made except to determine whether they granted Powers of Attorney to the Condominium Board. If such Powers were not granted, the searcher should so state. If such Powers were granted, the searcher should return copies thereof. If it appears from a random check that all of the Powers are the same, the searcher may return just one copy, with a note to that effect. If the examining attorney finds, after reviewing the appropriation map, Declaration, By-Laws, Powers of Attorney, etc., that the appropriation will only affect the common elements and that the Condominium Board is the only party in interest, searches against the unit owners will not be required.
If the acquisition will clearly affect one or more individual units, in addition to the requirements set forth above, full searches are to be made against the owners of the affected units, and abstracts of the unit deeds and any other items which are found, such as unit mortgages, judgments, etc., are to be returned.

Contract Vendees.

Full searches are to be made against contract vendees, and they should be listed in the search schedule.

Corporate Officer.

Where a deed is from a corporation to a grantee who appears to be an officer, director or stockholder of the grantor or to a grantee obviously related to such a person, full searches are to be made against the corporation until title reaches a subsequent bona fide purchaser for value.

Corporations.

When the grantee of a deed in the chain of title is a corporation, the Certificate of Incorporation, including any name changes, mergers, etc., must be abstracted, using the Department of Law's form as the next item in the search. It is generally not necessary to include a photocopy of the Certificate. If such Certificate is not found in the County Clerk's Office, a note to that effect must be made on the title page for the deed to the corporation.

Court Orders. (Also see "Notices of Pendency" and "Actions and Proceedings")

The searcher should return a copy of the Order which authorized the sale of the subject premises by Religious Corporations, Type B and Type C Not-For-Profit Corporations, and Charitable Trusts.

Deed Reference.

A. If the deed reference which the agency provided does not cover the subject premises, the searcher should spend a reasonable amount of time (e.g., 1 or 2 hours) looking for a deed which does cover. If nothing is found, the searcher should so advise the agency in writing, and send a copy of the transmittal letter to the Real Property Bureau Deputy Bureau Head.

B. Occasionally the deed to which the searcher is referred contains many parcels. If the searcher needs to determine which parcel(s) cover the premises under examination in order to make the search (e.g., so the searcher knows which chain to follow) and is unable, after a brief review, to make such a determination, the searcher should contact the client agency mapper or the Real Property Bureau Deputy Bureau Head for resolution of the matter. The finished search should indicate which parcel(s) were searched against.

Easements/Rights of Way.

A. The searcher should include in the search photocopies or abstracts of all easements or rights of way which affect, or may affect, the subject property, including any which pre-date the search period but for which recording information is recited in instruments which are within the search period.

B. Abstractors should keep in mind that the Attorney General is required by statute to certify to the acquiring agency the names of all parties which have any interest in the property which is to be acquired. Grantor searches are to be made against the holders of easements, rights of way and other rights which affect the certified premises. The searcher need only advise that such searches have been made, and
return an abstract of the instrument which conveys such rights to the present holder; the full chain of "title" for such rights need not be set out. If the holder is a public utility, the searcher may only examine the documents (such as assignments) which might be noted in the margin of the instrument which granted the easement or right, in lieu of making grantor searches.

Estates. (Also see "Wills")

A. The abstract of every Estate should set forth on the Department of Law's form the pertinent information from the Petition, including the description of the subject premises as given in the Estate Tax proceedings. If the premises are not listed, the searcher should so state. Where the form has the words "Testate/Intestate" and "Testamentary/Administration", the searcher should be sure to cross out the inapplicable words and/or circle the applicable ones. If the decedent died within 15 years prior to the date of the search, relevant information concerning New York Estate Taxes (Transfer Tax Proceedings) must be shown. If the decedent died within 10 years prior to the date of the search, relevant information, if available, concerning Federal Estate Taxes must be shown.

B. If it otherwise appears that someone in the chain of title has died, but no Estate is found, the searcher should make a note to that effect. If it appears from an address in a deed or from other information of record that such person died in, or Estate proceedings may have been had in, another County in the searcher's Region, the searcher should check the Surrogate's Court in that County before submitting the search. The searcher may find it advisable to first call that Surrogate's Court to ascertain whether in fact the records in question are there. If the searcher does check in another County and finds nothing, a note to that effect should be placed in the search.

Index Numbers.

The searcher should be sure to return all index numbers relating to civil actions, judgments, tax warrants, etc. As County Clerks, Tax Commissioners and other such parties increasingly rely upon these numbers as the sole means of identification, the examining attorney must be provided with these numbers in order to adequately deal with all necessary parties.

Indexing.

Searchers should be aware that some County Clerks may index names according to signature. Thus, if a party's name on an instrument is given as "John Charles Doe" but the party signs "J. Charles Doe" or "Charles Doe," the instrument may be indexed against J. Charles Doe or Charles Doe, not John Charles Doe.

Judgments/Initials.

If title is in, for example, William Smith (no known middle initial), all judgments against William Smith, Billy Smith, etc., must be returned, regardless of any middle initial the judgment debtor may have. If title is in, for example, William Q. Smith, the searcher must return all judgments against William Q. Smith, William Smith, Billy Smith, etc.; and should return all judgments against persons having different middle initials unless such judgments are exceedingly numerous. In that case, the searcher should make a note to the effect that judgments against persons having a middle initial different than the person in title have been omitted. However, all judgments against persons having the same address and first and last name as the person in title should be returned regardless of variations in initials.

Lessees.
Full searches are to be made against lessees of record, and they should be listed in the search schedule.

Liens.

Abstracts of judgments, Mechanic's Liens, Tax Warrants, etc., should include the addresses of both parties, the lienor's attorney's name and address, and any Index or Warrant Number, etc.

Lis Pendens - see Notices of Pendency.

Maps.

A. If a deed conveys by reference to a filed map, a copy of that map (or the relevant part thereof) must be returned.

B. If a deed recites that the premises are shown on a certain survey map, a copy of that map must be returned. If the searcher cannot find such map, a note to that effect should be placed in the search.

C. If only part of a map is returned, a copy of the title, key and scale should also be returned.

D. If the map, or portion thereof, which is being returned has been reduced, the searcher should so state.

Marginal Notations.

Searchers should remember that they are not legally entitled to rely upon notations which the County Clerk makes (as to name of Town, Great Lot number, etc.) in the margin of the Grantor and Grantee Indices. Searchers should search the Mortgagee Index, and must examine all instruments which are listed in the margins of mortgages and other documents.

Mechanic's Liens.

The abstract of a Mechanic's Lien should show the date of filing of proofs of service upon the fee owner, contractor, subcontractor, etc.

Mortgagees.

Appropriate searches are to be made against mortgagees and their successors: individuals are to be run in Surrogate's Court; corporations are to be run for name changes, mergers, etc.

Mortgages. (Also see "Mortgagees" and "Utility Mortgages")

A. Mortgages which have been discharged prior to the date of the search need not be returned. However, if such a mortgage is recited in that portion of an instrument which is returned, a note advising that the mortgage has been discharged must be placed on the title page of that instrument.

B. When a mortgage is marked "Discharged", the searcher is responsible for checking the Discharge to confirm that it has been executed by the proper party or parties in compliance with Section 321 of the Real Property Law.

1. If the mortgage has not been assigned - by the mortgagee or his/her personal representative.

2. If the mortgage has been assigned - by the last assignee of record or his/her personal representative.
3. Two or more mortgagees or assignees - by the person or persons designated by the mortgage or assignment to:

a) receive payment; or

b) give a discharge

4. Two or more mortgagees or assignees (other than trustees), and the mortgage or assignment makes no designation as in "3" - by any one of the mortgagees or assignees unless the mortgage or assignment:

a) specifies their respective interests in terms of a sum of money or a fraction or percent; or

b) states that they shall share equally or have equal shares; or

c) describes them as tenants in common of the mortgage.

In the situations in a, b and c, all must execute.

5. If the mortgage or assignment is held by trustees - by a majority of the trustees or surviving trustees, unless the trust instrument provides otherwise.

6. Except as required above - by any one of the mortgagees or assignees, or the personal representative of the last survivor.

7. If there has been a partial assignment of the mortgage - by the assignor and assignee. If there are two or more holders - by the parties listed in "3", "4" and "5" above.

Nicknames.

Searchers are responsible for making searches against all common nicknames. For example, if title is in William Smith, searches should also be made against Bill Smith, Billy Smith, Willie Smith, etc.

Notices of Appropriation.

A. Abstracts of prior Notices of Appropriation in the chain of title should be placed in the search. The searcher should examine the appropriation map which is listed on the Notice to determine the interest which was acquired and any other relevant information. See "Previous Appropriations."

B. The acquiring agency prepares a Notice of Appropriation for each map after the Department of Law has certified title. If the agency finds it necessary to acquire property before title has been certified, it will do so by filing the appropriation map without a Notice of Appropriation - a Notice is not required to file an appropriation map. When a map is filed without a Notice, the agency may provide an "Affidavit of Vesting," which should be filed with the map if the County Clerk so requires. A Notice of Appropriation will eventually be filed by the agency.

Notices of Lending.

Notices of Lending are not liens against real property but may be relevant to the examination and therefore should be returned.
A Notice of Pendency (a/k/a Lis Pendens). (Also see "Court Orders" and "Actions and Proceedings")

A Notice of Pendency is not a lien on real property. It is constructive notice of an action affecting the title to, or the possession, use or enjoyment of, real property. Every party in the chain of title is to be searched for Notices of Pendency. A Notice which clearly concerns premises other than those under examination or which was cancelled should be disregarded. If a Notice which concerns, or may concern, the premises under examination is found, the searcher must review the civil action file. The procedure to be followed thereafter will depend on when the Notice was filed and the status of the action.

A. Notice (or last extension thereof) filed more than three years but less than twenty years prior to the date of the search

1. If a judgment was obtained in the action, the Notice and the action should be abstracted and become part of the chain of title. If the action was for the foreclosure of a mortgage, the Department of Law's form should be used. If the action was for other than the foreclosure of a mortgage, see "Actions and Proceedings", ante, for the information which should be abstracted.

2. If no judgment was obtained in the action, the searcher need not return the Notice or abstract the action unless there is some information in the Complaint, etc. that is relevant to the title.

B. Notice (or last extension thereof) filed more than twenty years prior to the search but on or after September 1, 1957

1. For all actions other than mortgage foreclosure actions, the searcher need not return the Notice or abstract the action unless there is some information in the Complaint, etc. that is relevant to the title.

2. For mortgage foreclosure actions, the top half of the Department of Law's form relating to such actions must be completed and become part of the chain of title.

C. Notice (or last extension thereof) filed less than three years prior to the date of the search

1. If the action has been officially discontinued, the searcher need not return the Notice or abstract the action unless there is some information in the Complaint, etc. that is relevant to the title. Exception: Where there has been a judgment in a mortgage foreclosure action, the top half of the Department of Law's form relating to such actions must be completed and become part of the chain of title.

2. If the action has not been officially discontinued, the Notice and the action should be abstracted and become part of the chain of title. If the action was for the foreclosure of a mortgage, the Department of Law's form should be used. If the action was for other than the foreclosure of a mortgage, see "Actions and Proceedings", ante, for the information which should be abstracted.

D. Notice (or last extension thereof) filed prior to September 1, 1957

1. If the action has been officially discontinued or a judgment was obtained in the action, the searcher need not return the Notice or abstract the action unless there is some information in the Complaint, etc. that is relevant to the title. Exception: Where there has been a judgment in a mortgage foreclosure action, the top half of the Department of Law's form relating to such actions must be completed and become part of the chain of title.

2. If the action has not been officially discontinued and no judgment was obtained in the action, the Notice and the action should be abstracted and become part of the chain of title. If the action was for the foreclosure of a mortgage, the Department of Law's form should be used. If the action was for other than
the foreclosure of a mortgage, see "Actions and Proceedings", ante, for the information which should be abstracted.

Parcels.

If a deed or mortgage which is abstracted contains parcel(s) other than the one(s) shown on the photocopy, the title page for that instrument should state "Conveys, with other premises, the premises described on the attached photocopy" or "Mortgages, with other premises, the premises described on the attached photocopy."

Partnerships, etc.

A. If title is in, for example, "A and B, d/b/a The Surreal Property Bureau", searches should be made against A, B, and The Surreal Property Bureau. The searcher should return the business certificate or, if one is not found, make a note to that effect.

B. If title is in, for example, "The Surreal Property Bureau, a New York partnership", searches should be made against The Surreal Property Bureau. The searcher should return the partnership certificate or, if one is not found, make a note to that effect.

C. If title is in, for example, "The Surreal Property Bureau, a New York limited partnership", same requirements as B above, plus, if the partnership was formed prior to July 1, 1991, the searcher should return proof of publication of the partnership certificate or, if such proof is not found, make a note to that effect.

Powers of Attorney.

Full photocopies of Powers of Attorney should be returned.

Previous Appropriations.

A. A previous fee taking by the State of part of the subject tract is not to be considered as part of the certified premises. While an abstract of the Notice of Appropriation relating to such taking should be placed in the search, a copy of the appropriation map need not be returned unless the searcher believes that it may assist the examining attorney in establishing location or otherwise feels that circumstances so warrant.

B. If there has been a previous appropriation by the State of an easement over part of the certified premises, an abstract of the Notice of Appropriation relating thereto should be placed in the search, together with a copy of the appropriation map and description.

Release of Estate Tax Lien.

Releases of Estate Tax Lien may be filed in the County Clerk's Office even when there are no Surrogate's proceedings. Searches should be made for these Releases when there has been, or appears to have been, a death in the chain of title. Searchers should be aware that the index in which these Releases are kept may vary by county.

Sell-Offs/Exceptions.
A. Abstracts of Title. The location of all exceptions to deeds in the chain of title must be proven. All sell-offs which adjoin the premises which are certified against must be returned, so that their location may be proven and the present boundary lines of the premises which are certified against may be determined. If there are numerous sell-offs which do not adjoin the premises which are certified against, they may be omitted if a note to that effect is placed in the search.

B. Certificates of Twenty-Year Search and Last Owner Searches. Exceptions should be examined but need not be returned unless they contain encumbrances which affect the premises under examination. Sell-offs occurring after the starting deed must be examined but need not be returned unless they were recorded in close proximity to or after the date of the appropriation map or Abstract Request Map. If there are sell-offs which are not returned, the search should make the following note: "There are sell-offs which are not being returned. I have examined them and find that they do not affect the certified premises in any way." If the searcher cannot determine whether a sell-off affects the premises under examination, it should of course be returned.

Special Search Periods.

A. Searches for the following records begin at the beginning of the indicated period against all fee owners who were in title on or after such time, not on the day before the party came into title:

1. Tax Warrants - 10 years before the date of the search.
2. Judgments - 10 years before the date of the search.
3. Federal Tax Liens - 10 years and 30 days before the date of the search.
4. Federal Judgment Liens - 20 years before the date of the search.

B. Bankruptcy searches are to be made against all fee owners within the twenty years prior to the search, from six months before they came into title to twelve months after recording of the deed by which they conveyed the subject premises.

C. Environmental (Oil Spill) Liens

Searches should be made in the Consolidated Lien Index (or wherever else the County Clerk indexes Mechanic's Liens) for oil spill liens against all owners on or after July 19, 1991. The following information is to be abstracted, with the caption "Environmental Lien":

1. Name and address of record owner of property
2. Index number
3. Date of filing of notice of lien
4. Date of filing of proof of service of notice
5. Amount of Lien
6. Property description (Liber and page or metes and bounds)

Streams/Roads.

If the searcher finds that the premises which are to be acquired are wholly within the bed of a stream or a public road, a Memorandum advising of such finding is to be sent to the Deputy Bureau Head. No searches are to be made unless specifically requested by the Deputy Bureau Head or certifying attorney. Tax Sale Certificate.
Searches need not be made against the holder of a Tax Sale Certificate.

Tax Sale Proceedings/In Rem Tax Lien Foreclosure Proceedings.

When the subject property has been involved in a tax sale proceeding or an In Rem tax lien foreclosure proceeding, the proceeding should be abstracted, using the appropriate State form. For tax sales under Article 10 of the Real Property Tax Law, use the form entitled "Transcript of Tax Sale Proceedings." For In Rem proceedings in New York City, use the form entitled "Abstract of NYC In Rem Tax Sale Proceedings." For all other In Rem proceedings, use the form entitled "Abstract of In Rem Tax Lien Foreclosure Action."

Tax Sales-Base Fee Owners.

Searches are to be continued against the base fee title (including mortgagees, lienors, etc.) to date or until such fee title merges with the tax title.

Trusts.

If a testamentary trust is, or appears to be, in the chain of title, the abstract of the Estate proceedings should include appropriate information regarding the Will provisions which created the trust, the granting of Letters Trusteeship and the posting of a bond. The searcher should also look for and return any deed from the Executor(s) to the Trustee(s).

UCC Financing Statements.

The general UCC Index should be searched in addition to the Consolidated Lien Index. If a UCC is found, photocopies of the entire form and any attachments are to be returned. This is necessary because a UCC may cover things (e.g., signs, gas pumps, crops) which are acquired by the filing of an appropriation map. The only UCCs which may be disregarded are those which cover only motor vehicles such as cars, trucks, forklifts, boats, etc. A UCC which covers a mobile home or modular housing does not fall within the exception and must be returned.

Updated Tax Search.

If a tax search is updated on the original form, the searcher should be sure to make any necessary changes (especially the tax year) and to re-date and re-sign the search.

Utility Mortgages.

When title is in a utility, the search should include abstracts of the original mortgage, if of record (if not, a note to that effect should be made), any Supplemental Indenture which specifically covers the premises under examination, and the last Supplemental Indenture (whether it specifically covers the premises under examination or not).

Wills. (Also see "Estates")

A. If title passed by Will, the title search must contain a photocopy of the Will or, if the Will is extremely long, an abstract thereof.

B. A Will need not be returned if the decedent was the first tenant by the entirety to die and there is no indication that the parties divorced. In this situation, the searcher need only complete the top portion of
the Estate proceeding form (down to and including the information regarding granting of Letters), including any other relevant information.
BEDS OF STREET SEARCHES (Region 11 only)

A Bed of Street Title Search will be necessary for all bed of street acquisitions and bed of street governmental jurisdiction inquiries within Region 11. No continuation search will be necessary for Bed of Streets searches.

The Department of Transportation will provide the Abstractor with one of the following:

- Preliminary Abstract Request Map (ARM)
- Draft Acquisition Map
- Record Plan
- Right-of-Way (ROW) Plan
- Acquisition Plan
- ROW Strip Map or other depiction of the bed of street

The following information will NOT be made available to the consultant:

- Reputed Owner
- Reel/Page
- Block/Lot
- Damage/Alteration Map Numbers

The title data prepared by the Abstractor should be sufficient to allow the Department of Law and/or Department of Transportation to identify governmental jurisdiction(s) of the bed of street. The Abstractor will search the records of the following public offices:

- County Clerk
- Borough President’s Topographical Bureau
- New York City Department of Records Municipal Library

The Abstractor will obtain and deliver to the Region 11 office a copy of one or more of the following documents pertaining to each Bed of Street:

- State Appropriation Map & Notices of Appropriation
- Damage Maps
- Alteration Maps
- Board of Estimate Resolutions indicating:
  - date of acquisitions
  - if funded pursuant to §349c of the Highway Law
- Corporation Counsel Opinion of Title or Dedication
Attachment 11

ABSTRACT OF MORTGAGE FORECLOSURE ACTION

STATE OF NEW YORK

COURT, COUNTY

LIS PENDENS

Dated

Instrument No. of Pendency, page

vs.

Filed

Attorney(s) for Plaintiff(s):

Gives notice of the commencement of an action (File No. ________) for the foreclosure of Mortgage Liber ______, Mp ______.

Summons and verified complaint filed ________.

Said Complaint recites in part that said defendants are in default in payment of said bond mortgage and demands that defendants and all persons claiming under them be barred and foreclosed from all right, title and interest or equity of redemption and that said premises be sold.

Filed with said Summons and Complaint are affidavits showing due and personal service thereof on the following defendants: (give dates)

________________________________________  ______________________________________

________________________________________  ______________________________________

Notice of Appearance filed for following defendants:

________________________________________  ______________________________________

________________________________________  ______________________________________

________________________________________

*THE REMAINDER OF THIS FORM NEED NOT BE COMPLETED IF THE ORDER WHICH CONFIRMS THE REFEREE'S REPORT OF SALE IS MORE THAN 20 YEARS OLD.

Affidavit of regularity filed by _____________, Attorney.

Order of Reference dated ______, filed ________, appoints ________, Referee to compute, etc.

Referee's Report of amount due dated ________, and filed ________.
Judgment of foreclosure and sale dated _____, entered _____, confirms Referee's Report of amount due; directs that mortgage premises be sold at public auction by _____, Referee, after giving public notice.

Notice of sale dated _____, and filed _____, shows that said premises will be sold at public auction to the highest bidder on _____, at _____ o'clock _____ M. at _____ in the _____ of _____, State of New York.

Filed with said notice are affidavits showing publication thereof in the _____ once a week for _____ successive weeks commencing _____, together with posting of said Notice in three public places.

Referee's Report of Sale dated _____, and filed _____, recites in part that said referee at the time and place mentioned in said Notice of Sale sold said premises at public auction to _____ for the sum of $_____.

Attachment 12

FOR SURROGATE COURT PROCEEDING

Item

Abstract of Proceedings
In
The Matter of the Estate of

Deceased

SURROGATE'S COURT
COUNTY OF __________
ADMITTED TO PROBATE:

FILE NO. _________

Petition of ________ dated and verified on ________, shows death of the above named deceased on ________, in the
City/Village/Town of __________, County of __________, Testate/Intestate, leaving the following named as next of kin and distributees:

<table>
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<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>RELATIONSHIP &amp; AGE</th>
<th>SERVICE OF CITATION</th>
</tr>
</thead>
</table>

Letters Testamentary/Administration issued to ________ on ________.

NEW YORK ESTATE TAX PROCEEDINGS

Release of New York Estate Tax lien dated ________, recorded ________, in Liber ____ of ____ at Page ____, photocopy of Release attached.

TRANSFER TAX PROCEEDINGS

Petition of ________ dated and acknowledged on ________, shows:

- Gross Estate: $ __________
- Net Estate Taxable: $ __________
- NY Estate Tax: $ __________

Payment in full on ________.

Premises under examination described in TRANSFER TAX PROCEEDINGS as follows:
(if not listed, searcher should so state)

Item 1. TRANSCRIPT OF TAX SALE PROCEEDINGS

Index No.

ASSESSMENT:

Tax Levied _____ Amount $____

Roll Description ______________________________
____________________________
____________________________

Assessed to ________________________________

Entered Tax Sale Book for year ________, Total $________

Default in payment, 6 months after April 1, 20__.

NOTICE OF SALE:

Published in _________________ once a week for ___ weeks, beginning ____, and ending ________________;

And in _________________ once a week for ___ weeks, beginning ____, and ending ________________.

CONTENTS OF NOTICE:

1. Assessed Against ______________________________

2. Description of land ______________________________

3. Date of Sale at ______________________________

Public Sale held on ________________.

Property bid in (Certificate Issued to) ________________

Certificate assigned to ________________ on ________________.

NOTICE TO REDEEM:
Published in ______________ once a week for __ weeks, beginning _____, and ending __________;

And in ______________ once a week for __ weeks, beginning _____, and ending __________.

Served personally on occupant on __________ on the ___ day of __ __________;

Or served by:  a. Posting on premises __________
              b. Registered mail on __________

Proof of service filed in County Treasurer's Office on __ __________.

Last date of redemption ________________

Description in Notice ________________

DEED:

Recorded on __________, in Liber ____ at Page ____

Description in Deed ____________________________
Attachment 14

CONTROL NO. _________________

REQUEST FOR APPROVAL OF CONSULTANT
TITLE SEARCHING SERVICES

PIN: __________________________ PROCEEDING: __________________________

PROJECT: ______________________ COUNTY: __________________________
FPN: __________________________

CONSULTANT: __________________________ CONTRACT NO.: __________________________

TOTAL COST: ________ (DETAILED LIST ATTACHED) COMPLETION DATE: ________________

In accordance with the terms and conditions of the above contract, I hereby accept this assignment.

Individual(s) Completing Assignment
Signed: __________________________
Title: __________________________
Date: __________________________
Telephone No: __________________________
Fax No: __________________________

Recommended by: (Regional Real Estate Office)
Title: __________________________
Date: __________________________
Approved by: (Main Office) __________________________
Date: __________________________

ROW 437 (7/1993)
Attachment 15

REQUEST FOR APPROVAL OF CONSULTANT
TITLE SEARCHING SERVICES

DETAILED LIST

PIN:

PROJECT:

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<th>TRN</th>
<th>MAP NO.</th>
<th>TITLE DATA REQUIRED</th>
<th>FEE</th>
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ROW 438 (7/1993)
ABSTRACT OF TITLE CERTIFICATION

__________________________, Title Searcher, employed by ____________________________

hereby certify to the People of the State of New York that I have searched the records in the County Clerk's Office of the County of ________________ as shown on the attached search schedule for the following items:

- Deeds; Mortgages, Assignments, Satisfactions and Releases thereof;
- Building Loan Agreements; Home Equity Lines of Credit; Mechanics Liens;
- Financing Statements under the Uniform Commercial Code; Assignments for the Benefit of Creditors (General Assignments); Orders Appointing Receivers; Sheriff’s Certificates of Sale; Foreclosure by Advertisement;
- Homestead Exemptions; Powers of Attorney and revocations thereof; Tax Collectors Bonds; Individual Surety Bonds; Contracts; Assignments of Rent; Liens under the Social Services Law and the former Public Welfare Law;
- Surety Bail Bonds in favor of the State of New York (Criminal Bail Bonds); Federal Tax Liens; Notices of Pendency; Judgments; Leases; Miscellaneous; Restrictive Covenants; Conditions; Easements; Bankruptcies; Loan Commissioners Mortgages; and

Further certify that I have searched the records of the Surrogate's Court of the County of ________________, for the transfers by devise or descent (including also transfer and estate tax proceedings, and proceedings under the Surrogate's Court Procedure Act) of all individual grantees, mortgagees, and assignees of record.

The premises certified against are described as follows:

That I find no other instruments of record affecting said premises other than those shown at Items numbered 1 to ______ in the Abstract of Title attached hereto.

DATED: ____________________________

(Date to which searches were run)

__________________________, Title Searcher

PROCEEDING NO. ____________________________

NAME OF PROJECT: ____________________________

MAP NO. ____________________________

TRN ____________________________
CERTIFICATE OF TWENTY-YEAR SEARCH

________________________, Title Searcher, employed by ____________________________, hereby certify to the People of the State of New York that I have searched the records in the County Clerk’s Office of the County of ________________ for 20 years prior to the date hereof for the following items:

Deeds; Mortgages, Assignments, Satisfactions and Releases thereof; Building Loan Agreements; Home Equity Lines of Credit; Mechanics Liens; Financing Statements under the Uniform Commercial Code; Assignments for the Benefit of Creditors (General Assignments); Orders Appointing Receivers; Sheriff’s Certificates of Sale; Foreclosure by Advertisement; Homestead Exemptions; Powers of Attorney and revocations thereof; Tax Collectors Bonds; Individual Surety Bonds; Contracts; Assignments of Rent; Liens under the Social Services Law and the former Public Welfare Law; Surety Bail Bonds in favor of the State of New York (Criminal Bail Bonds); Federal Tax Liens; Notices of Pendency; Judgments; Leases; Miscellaneous; Restrictive Covenants; Conditions; Easements; Bankruptcies; Loan Commissioners Mortgages; and

Further certify that I have searched the records of the Surrogate’s Court of the County of ________________ for the transfers by devise or descent (including also transfer and estate tax proceeding, and proceedings under the Surrogate’s Court Procedure Act) of all individual grantees, mortgagees, and assignees of record.

The premises certified against are described as follows:

That I find the aforementioned deed(s) to be the last deed(s) of record conveying said premises, and find no other instruments of record affecting said premises other than those shown at Items numbered 1 to ______ attached hereto.

DATED: ________________________
(Date to which searches were run)

Title Searcher

PROCEEDING NO. ________________________

NAME OF PROJECT ________________________

MAP NO. ________________________

TRN ________________________
LAST OWNER SEARCH

I, ________________________, a Title Searcher employed by ________________________, do hereby certify to the People of the State of New York that I have searched the records in the Office of the Clerk of the County of ________________________, and I have searched the records in the Office of the Clerk of the Surrogate’s Court in the County of ________________________, and I have made full searches against the parties set out below for the periods listed opposite his, her, their, its name(s):

<table>
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<tr>
<th>OWNER</th>
<th>FROM</th>
<th>TO</th>
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</table>

I find that the deed set out at Item ___ below is the last deed of record conveying full title to the premises described therein, and I find no other instruments of recording affecting said premises other than those shown at Items numbered ___ through ___ attached hereto.

DATED: ________________________

____________________
Title Searcher

Proceeding No. ________________________
Project: ________________________

____________________
Map No. _____, Parcel No. _____
TRN _______