NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
PAVEMENT CONDITION AND DATA COLLECTION SERVICES FOR NYSDOT
Contract #C031417

Initial Information for Submittal

A. Please note the following dates and deadlines:
   • August 1, 2017: Deadline for the submission of proposals at 12:00 PM (Eastern Time)
   • July 20, 2017: Deadline for questions about the RFP at 12:00 PM (Eastern Time)

B. Complete proposals are to be submitted to the Designated Contact stipulated in Section 1.4.
RFP RESPONSE FORM

RFP RESPONSE FORM: C031417 – PAVEMENT CONDITION AND DATA COLLECTION SERVICES FOR NYSDOT

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 8.3 Attachment 3) before questions or other communications with the Department regarding this solicitation can be initiated.

WE DO INTEND TO SUBMIT A PROPOSAL

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

_______________________________________________________________________

_______________________________________________________________________

Name and Address of Organization (Include Zip Code):

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

Date: ________________

Typed Name and Title: ________________________________

Telephone: ___________________________ Fax: ___________________________

E-Mail Address: ________________________________

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

NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
REQUEST FOR PROPOSALS  
PAVEMENT CONDITION AND DATA COLLECTION SERVICES FOR NYSDOT  
Contract #C031417

### Part I - Technical and Management Submittal

- 1 signed original and 5 Printed and bound hard copies of Part I plus one copy of Part I on CD/DVD in MS Office 2007 compatible format.
- Securely sealed and clearly labeled with the consultant’s name, address, and telephone number and the words “Pavement Condition and Data Collection Services for NYSDOT RFP Part I — Technical and Management Proposal (C031417)"
- Signed Cover Letter on official business letterhead
- Table of Contents identifying each major section and page numbers
- Executive Summary of proposed approach
- Narrative Description
- Approach, Scope of Services and Schedule
- Organization and Staffing
- Experience
- Complete and submit Attachment #13: Key Personnel Resume and References

### Part II - Pricing and Contract Submittal

- 1 signed original and 2 Printed and bound hard copies of Part II plus one copy of Part II on CD/DVD, in MS Excel 2007 compatible format
- Securely sealed and clearly labeled with the words “Pavement Condition and Data Collection Services for NYSDOT RFP, Part II — Cost and Contract Proposal (C031417)”
- 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 (if applicable) Attachment 8: Subconsultant Participation Solicitation Log AND Goal Attainment Explanation Letter
- Complete and submit Attachment 11: Form AOR Acknowledgement of Receipt
- Complete and submit Attachment 12: Non-Collusive Bidding Certification
- Required Cost information (complete and submit Attachment 15, Proposed Cost Form)
REQUEST FOR PROPOSALS

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
PAVEMENT CONDITION AND DATA COLLECTION SERVICES FOR NYS DOT
Contract #C0301417

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REQUEST FOR PROPOSALS

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
PAVEMENT CONDITION AND DATA COLLECTION SERVICES FOR NYSDOT
Contract #C031417

1. INTRODUCTION

1.1 Purpose

The New York State Department of Transportation (NYSDOT; the Department) is seeking to engage the services of a selected Consultant to collect process and deliver data for ride quality, rut depth, fault height, pavement distress, roadway geometrics and digital right-of-way images on the highway network in New York State.

The selected Consultant also shall deliver to the Department a high speed profiler vehicle to be used by the Department for performing quality control activities on Consultant delivered data and for its own project level collections. The Consultant shall also provide a desktop data processing and analysis suite, a web-based data and image viewer and integration with NYSDOT’s GIS environment and NYSDOT’s Enterprise Asset Management Program. The details of these tasks are described in this RFP.

To secure a consultant, the Department’s Non-Engineering, Best Value method shall be used.

1.2 Background

The federally-mandated Highway Performance Monitoring System (HPMS) is a program management tool used by the Federal Highway Administration (FHWA) to report highway needs to Congress and to apportion funds to the States. In addition, the HPMS program is used to assess the potential impacts of proposed highway financing program, policies, and alternatives, and serves as an information base to evaluate the effectiveness over time of various pavement rehabilitation strategies.

To provide a measure of ride quality that has nationwide consistency, the FHWA has mandated all States to report a uniform, calibrated pavement roughness statistic known as the International Roughness Index (IRI; the study was done by the World Bank in the 1970’s). The IRI, measured in inches of roughness per mile, is to be collected for the National Highway System/Principal Arterial System and specific HPMS sample locations. In addition, Section 10-7 of New York State Highway Law requires that NYSDOT conduct an annual highway condition survey for all State highways.

Services delivered under this contract provide direct support for HPMS and New York State Highway Law reporting requirements and provides the Department with network-wide pavement data and digital images to be used to manage the maintenance and repair...
of the pavement network and secondary assets. The images also are used in planning, design, highway maintenance and operations, and by other State agencies for uses such as litigation mitigation and inventory documentation. The contract seeks to extend the use of the data through integration with the Department’s existing GIS platform and Enterprise Asset Management System.

The Department has made a good faith effort to estimate a budget for this project. Estimated costs were developed using historical information for similar data collection equipment and efforts in New York and using typical cost per lane mile averages. Given the constraint that this project must remain within budget, cost proposals must not exceed the budgeted amount of $20,500,000.

The consultant’s attention is directed to the minimum qualifications and mandatory features and functionality described below.

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. A separate, bound Part II of the Proposal – Cost and Contract submission.
3. Completion of all applicable attachments:
   - Attachment 2 Consultant Information and Certification Form
   - Attachment 3 Procurement Lobbying Law Forms
   - Attachment 10 Form AOR
   - Attachment 12 the Non-Collusive Bidding Certification
   - Attachment 13 Key Personnel Resumes and References
   - Attachment 15 COST PROPOSAL FORM
4. The following technical requirements must be met:
   a. The selected consultant must have successfully completed at least two (2) previous contracts with a similar scope and magnitude of required data elements for a State or Province or national government transportation agency within the last five (5) years.
   b. The selected consultant must have successfully built or developed specifications for at least two (2) similarly configured high speed profilers within the last five (5) years.
   c. Images must be in JPEG format. In addition, images must be named according to the Department’s file naming convention as described in Attachment 19. The naming convention also shall work with the approved full featured desktop viewer. Image files must have GPS coordinates and direction included as part of the metadata attached to each individual jpeg format image file.
d. All Proposals must include a web-based image viewer.
e. All Proposals must include a GIS-Photolog integration package compatible with the Department’s GIS environment (currently ArcGIS 10.3).

1.4 Designated Contact

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

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

1.5 RFP Modifications

If necessary, NYSDOT will issue Modifications to modify conditions or requirements of this RFP. Proposers are advised to visit the NYSDOT 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.
2. CIVIL RIGHTS REQUIREMENTS

2.1 Disadvantaged Business Enterprise Participation
While not indicative of a proposer’s individual merit (technical excellence, proposer’s ability, experience, etc.), NYSDOT encourages the participation of certified Disadvantaged Business Enterprises (DBE) in its solicitations. The level of DBE participation will be relevant to the process of selecting proposals that will best achieve the overall goals of the Department. Please visit the New York State Unified Certification Program (NYSUCP) DBE Directory for certified Disadvantaged Business Enterprises via: http://www.nysucp.net/. The general DBE participation goal for federally-funded projects is 20%.

For this specific procurement, NYSDOT has established a DBE participation goal of 0\% percent for this solicitation.

2.2 Minority and Women-owned Business Enterprise Participation
Not Applicable

2.3 Diversity Practices
Not Applicable

2.4 Title VI Assurance
The New York State Department of Transportation (NYSDOT), in accordance with Title VI of the Civil Rights 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.

2.5 Equal Employment Opportunity – Pay Equity
In Accordance with New York State Executive Order 162, issued on January 9, 2017, the Operator shall provide workforce utilization reports in accordance with RFP Section 8.1 “Draft Contract”.
3. PROJECT AND CONTRACT OBJECTIVES

3.1 Project Objectives

The objectives of this project are:

1. To collect process and deliver pavement condition data for ride quality, rut depth and fault height, roadway geometrics, pavement distresses and digital right-of-way images on the New York State and off system network to meet the Department’s FHWA and internal reporting requirements. Data and images are to be located using inertially-aided GPS and linear milepoint references according to NYSDOT conventions.

2. To extract secondary asset inventory data from images including asset identification, location (via GPS coordinates), dimensions and condition (as applicable). A summary of the various assets and extraction protocols is described in Attachment 26.

3. To purchase a high speed profiler vehicle essentially similar in form and function (unless stated otherwise by the specification) to the profiler(s) used by the selected Consultant to meet the photolog and data collection requirements (at the network level and on a project-specific basis) under this contract. This vehicle will be used by Department staff to monitor the Consultant’s work as well as to perform special data collections by Department staff.

4. To provide a web-based data and image viewer as described under Section 4.3, Task 3, A.3, herein.

5. To provide a full-featured desktop data and image viewer as described under Section 4.3, Task 3, A.2 herein that will enable the Department to view and process data and images collected using its high-speed profiler vehicle.

6. The development and maintenance of an integration between the web-based photolog viewer and the NYSDOT Esri GIS environment that allows GIS users to effectively use the photolog viewer from ArcGIS Desktop, ArcGIS Server and ArcGIS Pro applications.

7. Review the existing image file naming convention and storage schema as described in Attachment 19. Working with a technical team from the Department develop a proposed file naming convention to provide integration with the Roadway Inventory System (RIS) and to extend the capability of the current scheme to handle the off System data and image collection.
3.2 Contract Objectives

**CONTRACT AWARD:** A single contract award shall be made under this RFP solicitation. Contract #C031417 is being used to record this procurement.

**TERM:** The base term for the data/image collection portion of this contract is three (3) years with an authorized option for up to two additional two-year extensions. This option is based on satisfactory performance of the selected Consultant, availability of funding and subject to approval by the Office of the State Comptroller.

**METHOD OF PAYMENT:** Payment shall be disbursed in accordance with the payment procedures described in Attachment 16: Payment Procedures by Task.

**SUBCONSULTING:** Subconsulting is allowed. Joint ventures are not allowed.

**D/M/WBE:** The New York State Department of Transportation has established a DBE participation goal of 0% percent for this solicitation. NYSDOT will evaluate a consultant’s ability to perform the level of work required for various tasks. Should subconsultants be offered, the Department is interested in how the consultant team will work together and how the prime consultant would manage the overall effort. The Department does not anticipate significant use of subconsultants to provide these services. However, if subconsultants are offered, the Department would expect to see significant contributions and commercially useful functions performed solely by subconsultants.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as proposers, subcontractors and suppliers on its procurement contracts. The New York State Department of Transportation (NYSDOT) encourages the participation of certified Disadvantaged Business Enterprises (DBEs) and certified Minority and Women-owned businesses in its solicitations. Please see the New York State Unified Certification Program (NYSUCP) DBE Directory for certified Disadvantaged Business Enterprises via: [http://biznet.nysucp.net/](http://biznet.nysucp.net/) A directory of certified Minority Business Enterprises (MBEs) and certified Women-Owned Business Enterprises (WBEs) is available from the following searchable database website: [http://nylovesmwbe.ny.gov](http://nylovesmwbe.ny.gov) Information on the availability of New York State subcontractors and suppliers is available from Empire State Development, Division for Small Business (518) 292-5224 or 1-800-STATE NY (1-800-782-8369). The applicable website is: [http://www.nylovesmallbiz.com/home.asp](http://www.nylovesmallbiz.com/home.asp)

**TRAINING SPECIAL PROVISIONS:** On-the-job training opportunities are specified within this solicitation. There is an opportunity to train profiler vehicle operators and another to train technical data collection processors. Please see Attachment 1 Draft Contract, Page 70 for more details. The New York State Department of Transportation is promoting this opportunity to train minorities, women and/or economically disadvantaged persons as a means to foster the industry and upgrade the proficiencies of these persons while assisting the Department to meet its federal requirements.
3.3 Definitions and Acronyms

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
</tr>
<tr>
<td>ADA</td>
<td>Americans with Disabilities Act</td>
</tr>
<tr>
<td>AOR</td>
<td>Acknowledgement Of Receipt</td>
</tr>
<tr>
<td>ARAN</td>
<td>Automatic Road Analyzer</td>
</tr>
<tr>
<td>ArcGIS/GIS</td>
<td>Geographical Information Systems</td>
</tr>
<tr>
<td>ASTM</td>
<td>American Society for Testing and Materials</td>
</tr>
<tr>
<td>C.C.A.</td>
<td>Cold Cranking Amps</td>
</tr>
<tr>
<td>CIN</td>
<td>Consultant Identification Number</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial Off The Shelf</td>
</tr>
<tr>
<td>CSSWeb</td>
<td>Consultant Selection System Web</td>
</tr>
<tr>
<td>D/M/WBE</td>
<td>Disadvantaged / Minority-Owned / Women-Owned Business Enterprise</td>
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<tr>
<td>DBA</td>
<td>Database Administrator</td>
</tr>
<tr>
<td>DBE</td>
<td>Disadvantaged Business Enterprise</td>
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<tr>
<td>DOT</td>
<td>Department of Transportation</td>
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<tr>
<td>DSL</td>
<td>Digital Subscriber Line</td>
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<tr>
<td>ESD</td>
<td>Empire State Development</td>
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<tr>
<td>ESRI</td>
<td>Environmental Systems Research Institute</td>
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<tr>
<td>FEIN</td>
<td>Federal Identification Number</td>
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<tr>
<td>FHWA</td>
<td>Federal Highway Administration</td>
</tr>
<tr>
<td>FIN</td>
<td>Federal Identification Number</td>
</tr>
<tr>
<td>FOIL</td>
<td>Freedom of Information Law</td>
</tr>
<tr>
<td>FTP</td>
<td>File Transfer Protocol</td>
</tr>
<tr>
<td>GIS</td>
<td>Geographical Information Systems</td>
</tr>
<tr>
<td>GPS</td>
<td>Global Positioning System</td>
</tr>
<tr>
<td>GVWR</td>
<td>Gross Vehicle Weight Rating</td>
</tr>
<tr>
<td>HPMS</td>
<td>Highway Performance Monitoring System</td>
</tr>
<tr>
<td>IRI</td>
<td>International Roughness Index (Measure Ride Quality)</td>
</tr>
<tr>
<td>JPEG</td>
<td>Joint Photographic Experts Group</td>
</tr>
<tr>
<td>LDAP</td>
<td>Lightweight Directory Access Protocol</td>
</tr>
<tr>
<td>LRS</td>
<td>Linear Referencing System</td>
</tr>
<tr>
<td>Acronym</td>
<td>Full Form</td>
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<tr>
<td>M/WBE</td>
<td>Minority-Owned / Women-Owned Business Enterprise</td>
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<tr>
<td>MBE</td>
<td>Minority-Owned Business Enterprise</td>
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<tr>
<td>MS</td>
<td>Microsoft</td>
</tr>
<tr>
<td>MUTCD</td>
<td>Manual of Uniform Traffic Control Devices</td>
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<tr>
<td>NHS</td>
<td>National Highway System</td>
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<tr>
<td>NYC</td>
<td>New York City</td>
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<tr>
<td>NYENET</td>
<td>New York State Private network</td>
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<tr>
<td>NYSDOT</td>
<td>New York State Department of Transportation</td>
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<tr>
<td>NYSUCP</td>
<td>New York State Unified Certification Program</td>
</tr>
<tr>
<td>OID</td>
<td>Oracle Internet Directory</td>
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<tr>
<td>OSC</td>
<td>Office of the State Comptroller</td>
</tr>
<tr>
<td>OWASP</td>
<td>Open Web Application Security Project</td>
</tr>
<tr>
<td>PPI</td>
<td>Producer Price Index</td>
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<td>Primary Direction</td>
<td>Collection of highway data in the primary direction means, in general, collection in the Northbound or Eastbound directions</td>
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<tr>
<td>QA</td>
<td>Quality Assurance</td>
</tr>
<tr>
<td>QC</td>
<td>Quality Control</td>
</tr>
<tr>
<td>RDBMS</td>
<td>Relational Database Management System</td>
</tr>
<tr>
<td>Reverse Direction</td>
<td>Collection of highway data in the reverse direction means, in general, collection in the Southbound or Westbound directions</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposals</td>
</tr>
<tr>
<td>RIS</td>
<td>Roadway Inventory System</td>
</tr>
<tr>
<td>ROW</td>
<td>Right-Of-Way</td>
</tr>
<tr>
<td>RPO</td>
<td>Regular Production Option</td>
</tr>
<tr>
<td>SANS</td>
<td>System Administration, Networking, and Security</td>
</tr>
<tr>
<td>SFS</td>
<td>Statewide Financial System</td>
</tr>
<tr>
<td>SQL</td>
<td>Structured Query Language</td>
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<tr>
<td>SSO</td>
<td>Single Sign-On</td>
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<tr>
<td>TB</td>
<td>Terabyte</td>
</tr>
<tr>
<td>VIN</td>
<td>Vehicle Identification Number</td>
</tr>
<tr>
<td>WBE</td>
<td>Women-Owned Business Enterprise</td>
</tr>
</tbody>
</table>
3.4 Contract Terms and Rate Adjustments

The Department estimates that the work for the successful consultant will commence on or about January 1, 2018. The base term or duration for the contract is three years. The contract may be extended for up to two additional two-year periods upon written agreement of both parties and approval by the Office of the State Comptroller and FHWA.

If the contract is extended for the optional years, the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2%, whichever is lower, will be used as a basis for adjusting the hourly rates/lump sum deliverable amounts. The rate adjustment will be effective on January 1 and calculated using the previous September Index, using Series ID PCU5413--5413--(Architectural, engineering, and related services . http://data.bls.gov/timeseries/PCU5413--5413--?data_tool=XGtable ). If at any time the above Index Series ID is discontinued or becomes unavailable, the State reserves the right to implement a comparable Index.

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

<table>
<thead>
<tr>
<th>QAT-2 Auditor 1/1/12 - 12/31/12 Billing Rate</th>
<th>$9.00/Hour</th>
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</thead>
<tbody>
<tr>
<td>October 2012 PPI Index (PCU5413--5413--)</td>
<td>132.1</td>
</tr>
<tr>
<td>October 2011 PPI Index (PCU5413--5413--)</td>
<td>130.0</td>
</tr>
<tr>
<td>Index Point Change</td>
<td>2.1</td>
</tr>
<tr>
<td>Divided by previous Index</td>
<td>130.0</td>
</tr>
<tr>
<td>Percent change, rounded to nearest tenth</td>
<td>1.6%</td>
</tr>
<tr>
<td>QAT-2 Auditor 1/1/13 – 12/31/13 Billing Rate ($9 x 1.016)</td>
<td>$9.14/Hour</td>
</tr>
</tbody>
</table>

If the actual start of the contract is substantially different than the above estimated date, then the effective date for the rate adjustment will be similarly changed.

The State reserves the right to request zero percent rate increases for the two additional two-year extensions.
4. SCOPE OF SERVICES

4.1 Project Overview

This contract provides direct support for the federally-mandated Highway Performance Monitoring System (HPMS) and New York State Highway Law reporting requirements and provides the Department with network-wide pavement data and digital images to be used to manage the maintenance and repair of the pavement network along with secondary highway assets. The images also are used in planning, design, highway maintenance, and operations, and by other State agencies for uses such as litigation mitigation and inventory documentation. The contract seeks to extend the use of the data through integration with the Department’s existing GIS platform. Also, the Department desires to make the collected data and images available to Department personnel through standard commercial internet services with the procurement of a web-based viewer.

4.2 Categorization of Work

Project work is generally divided into the following Sections:

TASK 1 - Pavement Data Collection and Processing
TASK 2 - Build and Deliver A High Speed Profiler Vehicle
TASK 3 - Deliver Desktop Viewer, Web Based Viewer, Office Processing Software and GIS-Photolog Integration with compatible ArcGIS 10.3 or any subsequent GIS environment the Department may utilize.
TASK 4 - Secondary Asset Extraction

4.3 Scope of Services

TASK 1 - PAVEMENT DATA COLLECTION

A. Project Initiation Meeting

The selected Consultant shall schedule and attend a project initiation meeting at NYSDOT’s main offices in Albany, New York, with the NYSDOT project manager and other Department representatives as soon as practical after the contract is approved by the Office of the State Comptroller and notification is given to begin work. At the meeting, the project details, requirements and schedule will be reviewed, and the Consultant will be provided with any additional information required to perform the work.

Specifically, the selected Consultant will be supplied, at the project initiation meeting, with databases and GIS shape files detailing the route segments that must be collected. The GIS shape files and database files will be used to track progress and to provide monthly updates. The Consultant shall prepare and submit to the Highway Data Services Project Manager within thirty (30) calendar days after the initiation
meeting a data collection routing strategy and project schedule. The strategy plan and schedule must meet the data collection requirements of the RFP. The plan shall be comprehensive and must be approved by NYSDOT before data collection begins.

A project meeting will be held at the Department offices in Albany each year before data collection activities begin. The meeting shall be attended by the selected Consultant’s and Department’s project managers and other staff as needed to discuss the work plan for the year, and to resolve any issues or questions that may develop during the collection, processing and delivery activities. This annual meeting does not preclude more frequent meetings or communication if or when needed.

B. Consultant Quality Control

1. Validation for Ride Quality (IRI), Rut Depth, Faulting, and Fault Count Data

Each year of the contract, prior to the start of field data collection activities, all profiling equipment to be used during the contract year must be validated for precision and bias on a test site(s) in the Albany, NY area (see Attachment 17) according to the Department’s procedures. All costs for annual validation shall be included in the costs for data collection; no separate payment will be made. Equipment added during the year also must be validated through the same process before that equipment starts data collection activities. The Department reserves the right to change or add validation sites and criteria to satisfy its own interests in ensuring meaningful validation of equipment. The NYSDOT project manager shall be notified at least two weeks in advance as to when the validation process will occur and may choose to be present during measurement activities.

The selected Consultant shall measure and report IRI, rut depth, fault height and number of faults for the best five of up to 10 runs at each site to assess the precision and bias of the equipment. The variation of the average IRI values between the five runs must be within 1.0 in/mi and the absolute difference of the average IRI of each run must be $\leq 3$ in/mi from the reference IRI. The plot of individual 0.10 mile IRI values must fall within the band of valid historically measured values at each site (with consideration of normal changes in values due to surface deterioration or other changes). Rut depths, fault heights and counts must be consistent and representative of values in the Department’s data records for these locations.

The reference IRI is established at the NYSDOT test site by drawing a regression curve through the average IRI values obtained from multiple runs over the years by many different profilers. The average IRI from the validation run must be within $\pm 3$ in./mi. of the regression line. The second criterion is the 0.10 mile IRI values plotted by length along the test section must fall within the band of the (more recent) historically measured values. Equipment failing to meet validation criteria will be rejected and must be repaired or replaced by the selected Consultant. Equipment failing to meet the validation criteria after three attempts will be barred from work on this contract for the remainder of the collection year.
Equipment satisfying the validation requirements will be assigned a unique identification code which shall correspond to some identification permanently attached to the vehicle (manufacturer/painted number, VIN, etc.). The vehicle identification code shall appear in all data records and correspondence relative to that vehicle and equipment.

The selected Consultant shall maintain the integrity of the profiler equipment by performing monthly validation runs during the course of the collection season to ensure data is accurately being recorded. The manufacturer’s specifications as described in AASHTO protocol PP50-07 (2008) for calibration must be supplied to the project manager before the data collection effort begins.

2. Pavement Distress Quality Control Plan

The selected Consultant must prepare and submit to NYSDOT a Quality Control (QC) plan that describes its method by which to monitor the quality of the automated distress detection collection and processing. The Quality Control plan shall include the following as a minimum:

1. All the deliverables that will be tested for satisfactory quality.
2. The quality expectations in terms of resolution, accuracy, and repeatability for the deliverables.
3. The QC activities that will be performed to monitor and control quality.
4. The timing of when QC activities will be performed.
5. The personnel associated with the QC responsibilities.
6. A summary QC reporting format.

The selected Consultant shall submit the QC plan to NYSDOT in a format acceptable to NYSDOT. NYSDOT must review and approve the QC Plan prior to the start of any work.

A QC Report must be submitted to NYSDOT on a monthly basis (during the collection season) throughout the life of the contract. If it is determined that the standards outlined in the QC plan are not met, the selected Consultant shall be responsible for resurveying any sections of roadway NYSDOT determines is necessary. Failure to adhere to the QC Plan may result in corrective action taken, up to and including termination of the contract.

C. Department-Administered Quality Control

1. Routing, Segmenting and Events

The selected Consultant shall be required to submit a QC plan that describes a process by which to enable NYSDOT to verify the accuracy of consultant collected data in terms of routing, segmenting and event identification (bridges, railroads, construction activity and lane deviations).
2. IRI, Rut Depth, Faulting, and Fault Count Data

The Department will select several pavement sections included in this contract to measure with its own high speed profiler(s). Absent any qualifying circumstances, values measured by the selected Consultant at these sites must be within ten percent of the values measured by the Department’s profiler for each 0.10 mile interval.

Statistically significant numbers of occurrences of variations greater than ten percent will be cause for rejection of the entire data set collected by that equipment back to the last calibration or validation activity documented by the selected Consultant and submitted to the Department’s project manager. It is therefore recommended that the Consultant regularly submit documentation of regular calibration checks performed according to standard profiling equipment protocols. The Department reserves the right to determine the number and locations of comparison tests.

3. Pavement distress data and pavement images QA/QC

Through the use of the web-based viewer included as part of this contract, the Department will sample approximately 5% of each control section* to ensure accuracy of the consultant’s reported distresses in terms of identifying the existence of a distress along with its type and severity.

i. More than 5 missed distresses of any type or severity, within a 1/10th mile segment, may cause the control section to be rejected.

ii. More than 1 missed high severity distress of any type may cause a control section to be rejected.

* Control sections average approximately 10 miles in length.

D. Data Collection Requirements

1. Data Collection: General

a. Data shall be reported on 0.10 mile and .01 mile intervals and be referenced according to the Department’s Linear Referencing System. Begin and end segment milepoints are to be measured with a Distance Measuring Instrument accurate to at least 0.1% (+/-5 ft/mile) and include inertially aided GPS coordinates with post processed X-Y coordinate accuracy after up to a 1 minute GPS outage to within one foot or less.

b. All data elements required for highway categories 1, 1N, 2 and 2N, as described in Table 1, are to be collected between March 1 and August 31 of each collection year and be submitted in the prescribed electronic format, in final form, by September 15 of that year. All data elements required for highway categories 3 and 3N, as described in Table 1, are to be collected between March 1 and December 31 of each collection year and be submitted
in the prescribed electronic format, in final form, by January 15 of the following year.

c. Data is to be collected in the right travel lane for both the primary and reverse directions for all routes unless directed by the Department’s Project Manager or otherwise indicated herein. In general the primary direction is mostly eastbound and northbound. The Department will provide materials to assist in identifying routes noting the primary and non primary directions (see Task 1, Section E. Location of Routes to Collect).

d. Because truck travel patterns on multi-lane roadways in New York City typically cause more severe distress in the center lane than the right travel lane, data in New York City (Region 11) shall be collected in the first lane to the left of the right travel lane of roadways having three or more lanes in the collection direction.

e. For the purpose of conducting the field survey work as described in this RFP, the “right travel lane” is defined as the lane occurring adjacent to the shoulder of the facility, not including acceleration/deceleration lanes or climbing lanes less than ¼ mile in length. The area from which data measurements shall be collected shall include the full lane width and extended by one foot into the adjacent left lane (or adjacent right lane in New York City).

f. It shall be the responsibility of the selected Consultant to plan the most efficient data collection routing plan to effectively complete the annual requirements. Note that payment is based on approval and acceptance of the entire data set for a complete county.

g. For multi-lane facilities, data must be collected in the right travel lane unless otherwise specified. However, if this is not practical due to construction activity or the presence of other obstacles restricting access to the right lane, collect data in the rightmost available lane and enter a “Lane Deviation” note on each affected record in the data file.

h. When conducting the survey, if an entire section cannot be measured (e.g., temporary obstacles such as a road crew performing maintenance), then some smaller portion of the section may be measured. In such cases, the actual length measured for these sections must be reported to NYSDOT.

i. If all lanes of a section in the survey direction are under long term construction, the selected Consultant shall report no data for that section. The code “const” for “under construction” should be entered in the CONSTU field of the summary database file for those sections. In such cases, the tabulated data for that section shall contain an “x” and not a “0”.

j. All ride quality, rut depth, fault/bump height and pavement distress data collection must be performed when the pavement is in stable condition. Data shall not be collected during adverse weather conditions such as when wind conditions affect the stability of the equipment, when there is an accumulation
of water on the roadway surface or when other weather or seasonal conditions could affect the data.

k. All costs associated with the new viewer platform(s), including all license fees, are to be included in a Consultant’s cost proposal. The Department will make the final determination to accept, or not accept the proposed new platform.

l. Pavement data collections and compilations should be carried out in accordance with the protocols and standards set forth in Attachment 18 except where otherwise indicated herein.

m. Data and images for bridges and viaducts along a designated route shall be included with the Consultant’s deliverables.

2. Collection of Ride Quality Data

Equipment and procedures used to collect IRI data shall meet the requirements of the most current AASHTO Standard for ride quality and ASTM E950/E950M. The most current AASHTO Standards for Profilers, Certification of Operating Profilers, Ride Quality, Rut Depth and Faulting also apply to establish industry expectations for this work. All equipment used to collect data for this contract must meet NYS high speed profiler validation requirements at an established test site in the Albany, NY area before data collection begins.

a. Ride quality data collection procedures and reporting must meet AASHTO R43-13 “Quantifying Roughness of Pavements” and other HPMS requirements as specified and/or modified in this RFP.

b. AASHTO R43-13 is modified as follows:
   1. Sampling rate shall be 1 inch averaged for each 4 inches.
   2. Low pass filter shall be 6 inches and high pass filter shall be 300 feet.
   3. Wheelpath laser spacing shall be 72 inches.
   4. Pavement surface temperature is not required at any site.

c. The data file provided shall note the beginning and ending location of bridges, railroad crossings, construction areas, and any lane deviations that occur during the data collection. Refer to Task 1 Section F. Reporting of Results/Deliverables for information on how to report the data.

d. The selected Consultant should be aware that data collection in New York City in general is difficult due to extreme traffic volumes. The Consultant should be prepared to perform data collection on several of the routes in New York City at night to reduce disruptions from heavy traffic. If a route must be collected at night to obtain valid IRI data, the route must also be collected in the daylight to obtain quality images. The two collections shall be merged and submitted as a single collection.
3. Collection of Rut Depth Data
   a. Rut depth data must be collected with a laser-based rut measurement system having a minimum of (nominal) 1,000 transverse measurement points per sample.
   b. Rut depth data shall be collected according to AASHTO R48-10 (2013) “Determining Rut Depth in Pavements” as referenced in Attachment 18 except that the longitudinal sample interval shall be 26.4 feet and the maximum rut depth values are to be reported per 0.10 mile segment.
   c. Rut depths shall be reported to the nearest 0.01 inch.
   d. Shoulder dropoff measures typically available from this type of measurement system, but this data is not required.

4. Collection of Fault/ Bump Height and Count Data
   a. Fault height data shall be collected according to AASHTO PP36-13 “Evaluating Faulting of Concrete Pavements.”
   b. To avoid the need to differentiate pavement type, detected faults should be labeled and reported as “bumps” regardless of pavement type, with step downs labeled as positive bumps, and step ups labeled as negative bumps.
   c. The fault/bump height detection threshold shall be set to 0.05 inch; reported to the nearest 0.01 inch.
   d. The number of detected fault/bumps per 0.10 mile shall be measured and reported as “bump count.”

5. Collection of Grade, Radius and Cross Slope
   a. Grade, radius and cross slope are to be measured using an inertial orientation device fully integrated with the other equipment subsystems.
   b. The maximum grade shall be reported to the nearest 1% per 0.10 mile.
   c. The minimum radius shall be reported to the nearest 10 feet per 0.10 mile.
   d. The maximum cross slope shall be reported to the nearest 0.1% for each 0.10 mile

   a. Digital images of the forward view and right-of-way shall be collected at 1/200 mile (26.4 feet) intervals.
b. Images must be in JPEG format and be named according to the file naming convention as specified in the RFP and as delivered under this contract. Refer to Section IV, Task 3, Section A, item 3.b.14 and Attachment 19 of this RFP.

c. The Department is expanding its image inventory to include off-system federal aid eligible local roads (for example, off-system HPMS samples) and requires the selected Consultant to provide a recommendation for a new design standard on how best to accommodate these roads in the image file naming convention.

d. All image files must have the milepoint and direction of travel associated with the image metadata/header. GPS coordinates are also desired but not mandatory.

e. The camera(s) should be positioned in a manner that shows the road ahead and the roadside to the right-hand side, with the forward horizon at about 1/3 of the image height from the top of the image. On some collection routes a rear-facing will be required and should be positioned to capture images in the left adjacent lane.

7. Automated or Semi-automated Surface Distress Detection and Collection of Digital Pavement Images

a. Surface Distress Detection data and images shall be collected via a vehicle mounted 3D sensor system composed of lasers and cameras.

b. The Surface Distress Detection system shall produce an inventory of pavement surface condition. Surface condition assessment will be collected for, but not limited to, the following distresses:
   i. Transverse cracks
   ii. Wheelpath (alligator) cracks
   iii. Miscellaneous non-wheelpath cracks
   iv. Potholes
   v. Patches
   vi. Spalling
   vii. Widening dropoff (occurs when old concrete slabs are overlaid and widened with asphalt)

c. Image requirements
   i. Image resolution should allow for easy recognition of the type and severity of distresses.
   ii. There should be minimal or no debris on the cameras’ viewing path.
   iii. Images shall not be distorted.
   iv. The images should contain minimal or no shadows.
   v. The camera(s) shall have the ability to quickly adjust to varying lighting conditions.
vi. When displayed in the viewer, pavement images should be synchronized with right of way images.

vii. When displayed in the viewer, pavement images shall contain colored markings, thereby allowing the user to differentiate between the types and severities of the various distresses identified in Attachment 27. The viewer shall be equipped with a toggle to enable the user to turn colored markings on and off at will.

c. Pavement distresses shall be reported in tabular format in accordance with the Pavement Data Protocols contained in Attachment 27.

8. Collection and Extraction of Secondary Asset Data

a. All secondary asset data shall be extracted (inventoried through inspection of photo collections) along the full extent of approximately 20,000 miles of roadway in years 2018 and 2022. Extracted asset data shall be viewable in the web-based data and image and the full-featured desktop viewer as described under Section 4.3, Task 3.

b. Each asset shall be categorized by type with the corresponding data as described in Attachment 26. Location data shall be inventoried in longitude and latitude decimal degrees to produce a minimum accuracy of three feet. Measurement data shall be accurate to within six inches. The selected Consultant will be provided rating criteria for those assets that require a condition rating.

c. The system shall accurately locate and dimension roadside assets visible in the photolog imagery. The asset location (point or line) and appropriate asset attributes should be entered into the interface at the same time and the information should be stored in a spatial database (e.g., ESRI geodatabase). The Department prefers a solution that leverages the NYSDOT desktop ArcGIS environment which will eventually be loaded into Agile Assets Enterprise Asset Management System.

d. It is expected that location references in the X-Y plane are accurate to within 3 feet, and asset dimensions obtained through the system are accurate to within 6 inches.

e. It is important that the location on the road in the photolog be automatically linked visually and electronically to the appropriate database record for the asset.

f. Secondary asset data and images must be completely compatible with the full-featured desktop and web-based viewers described under Task 3.

E. Location of Routes to Collect and Mileage Breakdown* by Highway and Collection Categories
The routes to be collected have been grouped into six highway categories as noted below:

NOTE: Due to the high degree of traffic congestion in NYSDOT Region 11 (New York City), those roadways have been given their own designations – 1N, 2N and 3N.

Table 1 – Highway Category Designations

<table>
<thead>
<tr>
<th>Highway Category</th>
<th>Roadway Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Interstate (excludes NYC)</td>
</tr>
<tr>
<td>1N</td>
<td>NYC Interstates</td>
</tr>
<tr>
<td>2</td>
<td>State Touring Routes, State Reference Routes and Local National Highway System Routes (excludes NYC)</td>
</tr>
<tr>
<td>2N</td>
<td>NYC State Touring Routes, State Reference Routes and Local National Highway System Routes</td>
</tr>
<tr>
<td>3</td>
<td>Local FAE Non-NHS (excludes NYC)</td>
</tr>
<tr>
<td>3N</td>
<td>NYC FAE Non_NHS</td>
</tr>
</tbody>
</table>

The collection types have been classified into three collection categories as noted below:

Table 2 – Collection Categories

<table>
<thead>
<tr>
<th>Collection Category</th>
<th>Collected Elements</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>sensor data, forward and forward right photo and cracking</td>
</tr>
<tr>
<td>B</td>
<td>sensor data, forward, forward right and rear left photo and cracking</td>
</tr>
<tr>
<td>C</td>
<td>Photo only (includes forward and forward right images)</td>
</tr>
</tbody>
</table>

*Mileage indicated is estimated and is subject to change at the discretion of the Department*
Table 3 – Mileage Breakdown by Collection Type

<table>
<thead>
<tr>
<th>Collection Type</th>
<th>Highway Category</th>
<th>Roadway Type</th>
<th>INITIAL 3-YEAR AGREEMENT</th>
<th>FIRST OPTIONAL 2-YR EXTENSION</th>
<th>FIRST OPTIONAL 2-YR EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>2018</td>
<td>2019</td>
<td>2020</td>
</tr>
<tr>
<td>A</td>
<td>1</td>
<td>Interstate (includes NVC***1)</td>
<td>3,641</td>
<td>1821</td>
<td>3,641</td>
</tr>
<tr>
<td></td>
<td>1N</td>
<td>NVC Interstates</td>
<td>193</td>
<td>137</td>
<td>193</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>State Touring Routes, State Reference Routes and Local National Highway System Routes (excludes NVC)</td>
<td>260</td>
<td>14,579</td>
<td>260</td>
</tr>
<tr>
<td></td>
<td>2N</td>
<td>NVC State Touring Routes, State Reference Routes and Local National Highway System Routes</td>
<td>823</td>
<td>823</td>
<td>823</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL A</strong></td>
<td></td>
<td>4,094</td>
<td>17,420</td>
<td>4,094</td>
</tr>
<tr>
<td>B</td>
<td>2</td>
<td>State Touring Routes, State Reference Routes and Local National Highway System Routes (excludes NVC)</td>
<td>14,568</td>
<td>0</td>
<td>14,568</td>
</tr>
<tr>
<td></td>
<td>2N</td>
<td>NVC State Touring Routes, State Reference Routes and Local National Highway System Routes</td>
<td>183</td>
<td>169</td>
<td>183</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>Local FAE Non-NHS (excluding NVC)</td>
<td>5,404</td>
<td>4,090</td>
<td>5,404</td>
</tr>
<tr>
<td></td>
<td>3N</td>
<td>NVC FAE Non-NHS</td>
<td>1,282</td>
<td>1,282</td>
<td>1,282</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL B</strong></td>
<td></td>
<td>20,221</td>
<td>5,352</td>
<td>20,221</td>
</tr>
<tr>
<td>C</td>
<td>2</td>
<td>State Touring Routes, State Reference Routes and Local National Highway System Routes (excludes NVC)</td>
<td>2,013</td>
<td>0</td>
<td>2,013</td>
</tr>
<tr>
<td></td>
<td>2N</td>
<td>NVC State Touring Routes, State Reference Routes and Local National Highway System Routes</td>
<td>172</td>
<td>172</td>
<td>172</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL C</strong></td>
<td></td>
<td>2,185</td>
<td>0</td>
<td>2,185</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL ANNUAL MILES COLLECTED</strong></td>
<td></td>
<td>26,500</td>
<td>22,772</td>
<td>26,500</td>
</tr>
<tr>
<td></td>
<td><strong>ASSET EXTRACTION</strong></td>
<td></td>
<td>19,809</td>
<td>0</td>
<td>19,809</td>
</tr>
</tbody>
</table>

**Collection Type Key:**
A = sensor data*, forward and forward right photo and checking
B = sensor data*, forward, forward right and rear left photo and checking
C = Photo only (includes forward and forward right images)

*Sensor data includes ILI, rutting, bumps, potholes, crossfall, grade and radius of curvature.
**Asset Extraction applies to Interstate Highways, State Touring Routes and State Reference Routes, only. Asset Extraction does not apply to the Local NHS or HPMS samples.
***NYC = the five boroughs of New York City ( pentagon Region 11)
Figures 1 - 8 below depict the extent of collection activities throughout the state.

**Highway Categories 1 and 1N: Interstate Highways.**

Pavement data and images on these routes are to be collected annually in the primary direction and biennially in the reverse direction.

![Highway Category 1, Type A Data Collection](image)

FIGURE 1 - Highway Category 1, Type A Data Collection
FIGURE 2 - Highway Category 1N, Type A Data Collection
Highway Categories 2 and 2N: State Touring Routes, State Reference Routes and Local National Highway System (NHS) Routes

Pavement data and images on the State Touring and Reference Routes (approximately 14,679 miles, shown in red) are to be collected annually in the primary direction.

Pavement data and images for the local NHS routes (approximately 260 miles, shown in green) shall be collected biennially in the primary direction.

FIGURE 3 - Highway Category 2, Type A Data Collection
FIGURE 4 - Highway Category 2N, Type A Data Collection
FIGURE 5 - Highway Category 2, Type B Data Collection
Note: Highway Categories 2 and 2N, Type C collect forward and forward right images in the reverse direction on divided highway sections of State touring routes, State reference routes and local NHS routes as images along these sections cannot be obtained in the primary direction through the use of a rear camera. These images are collected biennially as follows:

Highway Category 2, Type C Data Collection (entire state except NYC): 2,013 miles
Highway Category 2N, Type C Data Collection (NYC): 172 miles

No map is currently available to depict those routes.
Highway Categories 3 and 3N: Local Federal Eligible Aid Highways

Pavement data and images on these routes are to be collected biennially in the primary direction.

FIGURE 7 - Highway Category 3, Type B Data Collection
FIGURE 8 - Highway Category 3N, Type B Data Collection

Geographical Information System (GIS) shape files have been created to locate the various collection routes and type of roadway data requiring collection. Access database files have been created to describe the highway segments where the data is to be collected. Attachment 22 has a typical example of the highway segments.

There are local routes and Highway Performance Monitoring System (HPMS) samples that are required to be collected by the selected Consultant in the same geographical area. See the maps noted above for additional information.
F. Reporting of Results/Deliverables – Data Collection

The selected Consultant shall supply the NYSDOT Project Manager with the following products:

1. Data Collection Routing Plan and Project Schedule

Within 30 calendar days after the Project Initiation Meeting, the selected Consultant shall prepare and submit to the Highway Data Services Project Manager a data collection routing strategy and project schedule. The strategy plan and schedule must meet the data collection requirements of the RFP. The plan shall be comprehensive and must be approved by NYSDOT before data collection begins. During the course of each annual collection the Consultant shall update on a monthly basis the agreed-upon project schedule and supporting databases and GIS layers files provided at the initiation meeting.

2. Validation/Calibration Documentation

Before field data collection work begins, the selected Consultant shall perform validation testing on all equipment scheduled in the coming year for use on this project according to the procedure in Section 4.3, TASK 1, B. Validation for Ride Quality, Rut Depth, Faulting and Fault Count Data. The results of validation testing are to be provided to the NYSDOT project manager.

The selected Consultant shall document the ongoing process for validating the profiling equipment during production data collection and supply this documentation to the NYSDOT Project Manager. The Consultant shall also record the data and location of field calibration checks and supply this information along with the manufacturer's specification for calibration to the Project Manager.

3. Progress Reporting

Two progress reports will be due to the NYSDOT Project Manager by the 5th business day of the following month:

1. Report progress on the overall project schedule and a brief description of the work planned for the coming month. The selected Consultant shall supply the Project Manager with a brief monthly status report indicating the number of miles completed (by Region), a statement of whether the data collection effort is on schedule or if not, an explanation of the problem. The status report should also include any observations that the Consultant feels should be addressed by NYSDOT’s management to facilitate the efficient execution of the project.

2. Provide an updated shape file which will show the routes collected during the month, the routes previously completed, and the ones remaining to be collected.
4. Database Reporting Structure

Pavement data collected shall be processed and stored in the NYSDOT summary database file format presented in Attachment 23. The data is to be reported on 0.10 and 0.01 mile increments.

A description of the data elements to be collected is provided in Section 4.3, TASK 1, D, Data Collection Requirements. Digital images collected shall be processed and named according to the Department’s file naming convention developed as part of the Web-based Viewer requirements in the RFP. Refer to Section 4.3, TASK 3, A.3, Web-based Viewer.

**TASK 2 - BUILD AND DELIVER A HIGH SPEED PROFILER**

A. High Speed Profiler Requirements

1. The selected Consultant shall provide the Department a new “High Speed Profiler” to be used by Department staff to monitor the Consultant’s work as well as to perform special data collections by Department staff. This profiler shall be substantially equivalent in form and function to the data collection vehicle(s) which will be used by the Consultant to collect data and images under the current Contract. The high speed profiler provided under this Contract shall also meet the minimum requirements of the detailed specification in Attachment 20 and Attachment 21 regardless of the configuration of the Consultant’s equipment. The annual cost for seven years of technical telephone support, initial training and a perpetual site license for the processing and viewing software shall be included in a consultant’s proposed cost proposal.

2. The Department recognizes that there are many configurations, options and levels of quality and sophistication associated with high speed profilers. Specific minimum requirements and the preferred configuration for the profiler are described in detail in Attachment 20 and Attachment 21.

Consultants will determine and offer a configuration that most closely satisfies the basic requirements of the specification, and will offer a proposed cost as instructed in Part II: Cost and Contract Submittal of the RFP. This is the baseline “Profiler Cost” that should represent the cost of a similarly equipped profiler offered by all proposals. The configuration and rationale of the Profiler Cost must be fully described in detail in the narrative.

Proposals will be scored according to the degree of compliance with the technical requirements and preferences specified in this RFP, including an evaluation for cost.

3. The high speed profiler will be the property of the State once it is delivered, validated and accepted in writing by the Department. The completed vehicle shall be delivered to the Department’s offices in Albany, New York within 100 days.
after the contract award date, where it will be validated according to the procedure in Section 4.3, TASK 1, B. If delivery of the base vehicle from the manufacturer to the Consultant is delayed due to circumstances beyond the Consultant’s control, the Consultant shall construct and deliver the vehicle within 50 days of having the base vehicle delivered to them. The Consultant shall keep the Department apprised of any such delays.

B. The vehicle’s automotive mechanical maintenance (excluding data/image collection system components) will be the responsibility of the Department. The selected Consultant shall be responsible for maintenance and repair of data/image collection system components. Offerors should submit an Annual Maintenance and Repair Plan as part of the Technical/Management write up in response to this RFP.

C. Excluding the first year of the contract, the Consultant shall provide annual on-site maintenance activities which will include system component tune-ups, file maintenance, hardware cleaning, software and firmware updates, and other typical maintenance activities. These activities shall take place at NYSDOT’s main offices in Albany, New York and shall be performed within 30 days prior to the start of Consultant collections for the season. Certain aspects of the annual maintenance activities will be performed in an enclosed facility which limits or restricts necessary GPS reception. Accordingly, while performing maintenance activities, the selected consultant shall be required to have access to a GPS repeater to enable adequate GPS reception.

D. All data collection equipment shall be covered under the manufacturer’s warranty (typically one year). Upon expiration of the stated manufacturer’s warranty, the consultant shall offer the same level of warranty for the duration of the contract under its Annual Maintenance and Repair Plan. Repairs performed during the peak collection months of April through November must be completed within 10 business days of notification to the selected Consultant that the equipment is not performing according to the requirements of the contract and that repairs are needed. This 10-day clock starts upon notification to the selected Consultant. Should the profiler be unable to collect valid data due to system malfunction for a period longer than 10 consecutive business days during the peak collection months, the Consultant, under the premises of warranty or the annual maintenance agreement, shall be subject, at the determination of the Department, to one or a combination of the following remedies:

1. Provide by the 12th business day after initial notification, at no additional cost to the Department, a validated “loaner” high speed profiler (with training) to be operated by Department staff. The “loaner” profiler shall be capable of collecting all required data elements and images consistent with the requirements of the Contract. The “loaner” profiler shall be available to the Department until the Department’s profiler is working properly to the satisfaction of the Department. The “loaner” profiler must be insured by the selected Consultant to the satisfaction of the Department.
2. Collect (including processing and delivery) the routes that would have been collected by the Department if the Department’s profiler were operational. Routes will be assigned at the rate of 200 miles per day for each weather permitting (as defined under Task1, Section D.1.j) business day after the 10 day down period (not to exceed 3,000 miles in a single year). No additional compensation will be paid to the selected Consultant for this mileage.

3. Pay liquidated damages for each weather permitting (as defined under Task1, Section D.1.j) business day after the 10 day down period at the rate of 200 miles per day times 50% of the per-mile rate for Collection Type A, Highway Category 1, offered by consultants for this contract. Liquidated damages will be deducted from the next payment due to the selected Consultant. The liquidated damages rate shall not exceed 3,000 miles in a single year.

**TASK 3 – DELIVER DESKTOP VIEWER, WEB BASED VIEWER, OFFICE PROCESSING SOFTWARE AND GIS-PHOTOLOG INTEGRATION WITH NYSDOT ARCGIS DESKTOP AND ARCGIS SERVER ENVIRONMENTS**

**A. Software Requirements**

1. General

   a. The viewing and processing software are of very high interest to the Department. It is important to have user-friendly, intuitive interfaces, relevant functionality and good performance.

   b. All software provided under this RFP must be compatible with the Department’s PC-based hardware (currently Windows 7, 64-bit), network capacity and general operating and security procedures. Specific details are available upon request.

   c. User Guides must be provided for each software product provided. Ten printed copies and pdf versions of each guide shall be provided.

2. Full-Featured Desktop Viewer

   a. The selected Consultant shall provide a full-featured desktop viewer having the minimum functionality listed below. Data and images collected both by services and the supplied profiler under this RFP, shall be compatible with the Department’s current data and image formats (database and jpeg, respectively). As an alternative, the Consultant may provide a full-featured desktop viewer with similar functionality and performance as the current desktop viewer. In the latter case, the five most recent years of historical images and data in the Department’s files must be converted to be compatible with the Consultant’s proposed viewer. The full featured desktop viewer should have at least the following functionality:
1. Windows or Windows-like user interface.
2. Easy location referencing and navigation.
3. Synchronized viewing of data and forward/side images.
4. Forward and reverse continuous and step play control.
5. Play speed control (to slow down or speed up play rate).
6. Integrated data query function (display data and images of locations meeting parameters of query).
7. Plots of data linked to associated image.
8. Customizable view configurations (e.g., number, size, and location of image and data windows). Dynamic map view showing location of current photolog image(s). The Consultant should identify any additional requirements or licensing needed in addition to what is provided by the Consultant in the Proposal.

b. It is expected that the full-featured desktop viewer will be used mostly by “power users” on the Department’s 100 megabyte per second (mps) internal network. As such, full image resolution in play mode is expected with a play rate of several images per second.

c. The proposed software cost shall include an unlimited, perpetual site license for any New York State agency for the image and date viewing software.

d. The selected Consultant must complete all viewing software integration and image/data conversion activities (as necessary) within 6 months of the award of this contract.

e. The Desktop Viewer shall be maintained by the Consultant over the life of the contract as NYSDOT updates operating system version, operating system or software patches, prerequisite software versions, and any integrated software.

3. Web-based Viewer

a. The selected Consultant shall provide a web-based viewer to enable internal users to access the viewer through the Department’s internal network.

*The web-based viewer must not jeopardize the security of the Department’s network in any way. The narrative must include a discussion of security details as appropriate.* Specific details are available upon request.

b. The web-based viewer should have at least the following functionality:

1. Windows or Windows-like user interface.
2. Easy location referencing and navigation.
3. Forward and reverse continuous and step play control.
4. Play speed control.
5. User option for forward and/or side view images.
6. Full image resolution when displaying a static view.
7. GIS-type map showing location of current view. The Consultant should identify any additional requirements or licensing needed in addition to what is provided by the Consultant in the Proposal.
8. The expected minimum performance of the web-based viewer across standard commercial high speed networks (DSL, cable, etc.) is to play at least one image per maximum one (1) second when in continuous play mode under normal daytime network traffic conditions.
9. The Consultant’s proposed web-based viewer may serve as the main viewer if full functionality is maintained and performance similar to the Department’s internal network is achieved. However, in general “power users” will prefer the full featured desktop version and users of the web version are expected to be mostly interested in just the images and location references.
10. Any image file preparation for the web viewer, such as thumbnail generator software, must be provided so that the Department staff can maintain the web-based viewer independently.
11. Initial setup of the web-based viewer shall be included in the cost for the web viewer. The selected Consultant shall prepare image files collected by the Department over the last five most recent years (roughly 134,000 directional miles, 2 cameras at 200 images per mile, 26.8 million images) for use in the web-based viewer system.
12. The proposed cost for the web-based viewer shall include a perpetual site license.
13. The web-based viewer shall be operational within 6 months of the award of this contract.
14. The selected Consultant shall review the existing image file naming convention and storage schema as described in Attachment 19. Working with a technical team from the Department, the Consultant will develop a proposed file naming convention to provide integration with the Roadway Inventory System (RIS) and to extend the capability of the current schema to handle the off System data and image collection. The proposed naming convention must be similar to the Department’s existing file naming convention (see Attachment 19) that allows Department personnel to locate and copy images using Region, County, Route, County Order, Direction, Year, and Mileage. The proposed schema shall minimize the use of server storage space. Compressed files of the images may be used to facilitate the speed of viewing images over the Internet. Final approval of the proposed schema will be made by the Department’s Technical team assigned to work with the selected Consultant on this requirement.
15. The web-based viewer shall contain secondary asset inventory functionality that enables users to view ROW images depicting the secondary assets along with synchronized mapping and data tables.

c. The Web-Based Viewer shall be maintained by the Consultant over the life of the contract as NYSDOT updates operating system version, operating system or software patches, prerequisite software versions, and any integrated software.
Department’s Existing Software Platform for Web–Based Viewer

The Department currently uses an Oracle 10g, release level 10.2.0.4.0, as our enterprise database environment. The server platform is an IBM AIX 5.3 (or 64-bitUNIX) application server. The server can support Java, JSP, PHP or ASP. Java is used most often. In addition, the Department supports Windows 2003 (32 bit or 64 bit). The Department prefers to run it on a MWare platform if the application supports it.

JDBC, ODBC and Oracle Client are all supported. For network connectivity, the Department standard network architecture utilizes an External (DMZ) environment, via F5 Load Balancing.

4. Office Processing Software – Profiler Data and Images

a. The profiler data processing software must produce a final data file containing all location referencing information (such as filename, county, route, direction, county order, lane, year/run number, GPS coordinates) and data elements collected by the high speed profiler in the prescribed format. The final data file must be in a readily usable format such as Microsoft Access.

b. The processing software must have a Windows or Windows’s-like interface that is intuitive to the user.

c. The user should be able to easily relate the location of data files to the Department’s location referencing system and make adjustments and corrections to milepoints as necessary.

d. The various steps required for processing each component of the data should be as integrated, seamless and automated as possible.

e. Data processing software shall include licenses for at least ten (10) office work stations.

f. The Office Processing Software shall be maintained by the Consultant over the life of the contract as NYSDOT updates operating system version, operating system or software patches, prerequisite software versions, and any integrated software.

g. The proposed cost for the office processing software shall include a perpetual site license.

5. GIS – Photolog Integration

a. The Department is interested in existing solutions or, alternately, appropriate development to provide an effective integration between the web-based photolog viewer and NYSDOT's ArcGIS Desktop and ArcGIS Server GIS
platform. Services included in a consultant’s proposal shall meet the intent of the specifications.

b. NYSDOT’s enterprise GIS environment is standardized on the ESRI software suite (currently ArcGIS Desktop 10.3.1 and ArcGIS Server 10.3.1). A successful GIS-Photolog integration would be easily deployed to ArcGIS users and provide the following functionality:

1. ArcGIS Desktop
   a. A tool *inside the desktop ArcGIS interface* that allows the user to identify a highway location on the ArcGIS map.

   b. The tool opens a viewer with the photolog image (in either direction) most closely associated with the user defined location.

   c. The photolog frames advance in either direction in a photolog viewer while an icon tracks the current photo location on the ArcGIS map.

2. ArcGIS Server
   a. A tool that may be deployed *inside an ArcGIS Server application* that allows the user to identify a highway location on the interactive map.

   b. The tool opens a viewer with the photolog image (in either direction) most closely associated with the user defined location.

   c. The photolog frames advance in either direction in a photolog viewer while an icon tracks the current photo location on the interactive map.

3. ArcGIS Pro (to be optionally developed at NYSDOT’s discretion)
   a. A tool *inside the desktop ArcGIS Pro* that allows the user to identify a highway location on the ArcGIS map.

   b. The tool opens a viewer with the photolog image (in either direction) most closely associated with the user defined location.

   c. The photolog frames advance in either direction in a photolog viewer while an icon tracks the current photo location on the ArcGIS map.

c. The cost for ArcGIS-Photolog integration services (ArcGIS Desktop Integration, ArcGIS Server Integration, and ArcGIS Pro Integration) shall be included in the *Part II: Cost & Contract Submission, Cost Proposal Form Lines 14a. – 14c.*
d. A general description of the approach, technical challenges, similar activities previously undertaken by the consultant, etc., should be described in the narrative.

e. The software developed and/or deployed for the GIS-Photolog integration shall be maintained by the Consultant over the life of the contract as NYSDOT updates operating system version, operating system or software patches, prerequisite software versions, and any integrated software.

6. SOFTWARE DELIVERABLES

a. Full-Featured Desktop Viewer:
The selected Consultant shall deliver to the Department a full-featured desktop viewer software meeting all requirements specified in the RFP, if the alternate is proposed. All work shall include, but not limited to, all required design work, any image/data conversion, deployment and setup.

b. Web-based Viewer:
The work shall include all required design work, data/image conversion, software development, and deployment, including the initial set up of the five most recent years of images. The Consultant shall provide the Department with a project plan to build the application under Part 1 of the RFP Technical and Management Submittal.

c. Office Processing:
The selected Consultant shall deliver to the Department software meeting all requirements specified in the RFP.

d. Photolog Viewer/ArcGIS Desktop and ArcGIS Server Integration:
The selected Consultant shall deliver to the Department software meeting all requirements specified in the RFP.

7. SOFTWARE MAINTENANCE AND SUPPORT

a. Support

The selected Consultant shall provide technical support for the implementation and ongoing support of the software provided in this contract in accordance with the terms and agreements of this contract. The specific software includes the Desktop viewer, Web based viewer, Office processing software and the GIS-Photolog Integration software. The service and work shall include:

1. Implementation Support including several on-site meetings for Project Kickoff and Scoping, Verification of Final Production Installation, a Final User Acceptance Meeting and Training Sessions.
2. Consultant will provide support for all software provided in the Contract as required. Support services are provided by telephone, by on-site visits as required, and through the Consultant online support database. Examples of items considered to be software support are:

   a. Handling apparent software “bugs”.
   b. Assisting in the interpretation of system output (reports, error messages, etc.).
   c. Answering “how-to” questions.

Examples of items that are not considered software support are:

   a. Editing incorrect information in raw data files.
   b. System administration.
   c. Network administration.
   d. Moving files on the client’s system.

3. A "Helpline" facility shall be available between 8:00 a.m. and 5:00 p.m. (EST) Monday through Friday – excluding federal and state holidays. The contact phone number shall be toll-free from NYSDOT to Consultant.

See Attachment 25 for NYSDOT Information Technology Division Infrastructure Standards.

b. Maintenance
   In addition to any and all maintenance obligations under the Terms and Conditions, maintenance service shall also include but not be limited to:

   New Releases: Consultant shall provide NYSDOT at no additional cost any new, revised, upgraded or modified versions of the proprietary software and any new, revised, upgraded or modified versions of licensed third-party software provided as part of the system. This will include any modifications required by new federal legislation and resulting regulation. Appropriate documentation for installation and support of the new, revised, upgraded or modified software shall be included to the extent that such documentation is provided to Consultant’s customers. Consultant shall use its reasonable endeavors to correct any material error in the Licensed Software and shall, as soon as reasonably practicable thereafter, supply to NYSDOT a Release or, at the option of the Consultant, a Correction Notice. Any custom functionality or reports provided by Consultant during the life of this contract will need to be retained during the implementation of future releases. Consultant will ensure that no new releases will negate previous functionality introduced during the customization period of this project. Customization specific to NYSDOT, developed during the life of this contract, must be preserved or replaced with matching or equal functionality in the new release.

   Installation of new releases by Consultant personnel will be provided as needed.
Consultant shall provide to NYSDOT, at no additional cost, any custom functionality developed specifically for other clients.

Consultant shall provide NYSDOT at no additional cost any new, revised, upgraded or modified software as may be necessary to permit the system to remain current with other system software such as operating systems. Appropriate documentation for installation and support of the new, revised, upgraded or modified software shall be included to the extent that such documentation is provided to the consultant’s customers.

Consultant shall, as part of the software and maintenance set forth above, provide any new, revised, upgraded or modified versions of documentation to the extent that such documentation is provided to Consultant’s customers.

Consultant shall ensure that ArcGIS integration is maintained through the life of the contract as NYSDOT updates operating system version, operating system or software patches, prerequisite software versions, and any integrated software.

TASK 4 – SECONDARY ASSET EXTRACTION

A. Description.

The following secondary assets shall be extracted (inventoried through inspection of photo collections):

a. Signs
b. Guiderails
c. Sidewalk
d. ADA Ramps
e. Catch Basins
f. Drainage Ditches
g. Noise Walls
h. Rumble Strips
i. Signals
j. Bridge Deck
k. Pavement
l. Paved Shoulders
m. Retaining Walls
n. Medians
o. On Route Parking

Extraction shall occur on the full extent of approximately 20,000 miles of roadway in years 2018 and 2022. Each asset shall be extracted by asset type with the corresponding data as described in Attachment 26. Location data shall be inventoried in longitude and
latitude decimal degrees to produce a minimum accuracy of three feet. Measurement data shall be accurate to within six inches. The selected Consultant will be provided rating criteria for those assets that require a condition rating.

Extracted data and images must be completely compatible with the web-based viewer described under Section 4.3, Task 3.
4.4 Organization and Staffing

The qualifications and prior experience of the proposer are of great importance to NYSDOT. The Consultant will create an organizational chart that describes reporting relationships of all key personnel identified in this section. The Consultant will be responsible for providing the following key personnel:

Project Manager- The Project Manager is responsible for all aspects of understanding, managing and delivering the Project and Contract Objectives in Section 3 and Scope of Services in Section 4. The Project Manager will be the first point of contact for any discrepancies arising from contract or work activities.

Account Manager- The Account Manager is responsible for managing all account, invoice and payment activities. The Account Manager will also be responsible for any contractual matters.

Note: The Project Manager and the Account Manager may be the same person.

For additional staffing, please refer to Section 5.1.5 of this RFP.

5. PROPOSAL FORMAT AND CONTENTS

For the purposes of evaluation, each proposal must be submitted in two parts, bound separately. 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.

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

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

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

Part I shall include the following sections:

1. Cover Letter, and Title page, indicating:

   Name, address and phone number of the proposer, and the name, title, address, email, and telephone number of person(s) with authority to negotiate and who may be contacted during the procurement process. Provide a brief description of the proposed approach, work effort and resulting product. Confidential and proprietary information should also be identified and addressed in this section. Not to exceed a single page.

2. A Table of Contents.

3. Narrative Description

   Provide a discussion on the important issues involved in the implementation of this effort. Include enough substantive discussion to demonstrate an understanding of NYSDOT project objectives and familiarity with applicable laws, rules, etc.

4. Approach, Scope of Services and Schedule

   Describe the approach for performing the work and accomplishing project objectives. Provide a detailed scope of services which describes by task what will be done. A general scope of services is outlined under Section 4. You may base your scope of services on these tasks, or suggest alternative tasks which could improve the ability of the project to meet its objectives. NYSDOT wants to allow maximum flexibility for the inclusion and consideration of ideas, initiative and creativity of the proposer. Alternative tasks and suggestions are encouraged and will be reviewed with interest within the framework of the stated objectives and scope of services for the project. Fully explain and justify your approach, if it significantly departs from the general scope of services or if the general scope of services requires clarification or re-working. Also, include a schedule for completion of the project showing the duration of each task and all major milestones, and include a list of technical assumptions.

5. Organization, Staffing and Experience

   Provide an organizational chart for the project showing the names of the Consultant’s Project Manager and Key Personnel. Include an estimate of total effort hours contributed by each of the key personnel to each task and an estimate of total effort hours for each task. Discuss management plan to ensure effective and efficient delivery of services while meeting the project objectives. If subconsultants are to be used, explain the specific need for the expertise and describe the arrangements. Discuss your plan for phasing project personnel into the effort. The Consultant’s Project Manager shall serve as the primary contact with the NYSDOT Project Manager. The Consultant’s Project Manager is responsible for the performance of all key personnel, production staff and support staff assigned to this Agreement by the
Consultant, as well as contractual matters on the Consultant’s side. Describe the level and type of interaction with NYSDOT.

Provide a list of projects currently in progress and those completed within the last five years which are relevant to this effort. Provide Consultant Key Personnel Resume and Reference form in Attachment 13. Indicate proposed key personnel who are, or have worked, on such projects. Include names, addresses and phone numbers of contact points with the listed clients. NYSDOT reserves the right to request information from any source so named.

The Key Personnel (as identified in Attachment 13) proposed by the designated Consultant are an important factor in the evaluation of its proposal. Thus, the Department expects that the personnel proposed shall be available at the start of the contract term.

The determination that a Candidate is “qualified” is the sole decision of NYSDOT.

5.2 Part II: Cost and Administrative Submittal

Part II of the proposal consists of two general sections:

- A Cost Proposal, which shall set forth the per mile collection cost, and the lump sum amount for performing the work in the scope of services and the deliverables; and
- 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

NYSDOT requires that all cost information be presented using the RFP-provided Microsoft Excel workbook (see Attachment 15, ‘Proposed Cost Form’) in both a hardcopy Part II response and an electronic copy on CD, securely presented in the Part II response. The accuracy of calculations and formulas in the spreadsheets are the sole responsibility of the offeror.

When completing the Excel cost worksheets included in Attachment 15, offerors shall follow these instructions:

1. The one-time and recurring costs the proposer provides within the Cost Proposal must include ANY AND ALL one-time and recurring fees, charges, or costs for the duration of the contract, including but not limited to:
   a. All direct and indirect costs, all overhead, fees, profit,
   b. Labor, parts, shipping, material and equipment cost;
c. Software licensing;

- Software licensing;

d. Emergency work;

- Emergency work;

e. Maintenance services as specified herein;

- Maintenance services as specified herein;

f. Repairs and replacement of major or minor parts as necessary;

- Repairs and replacement of major or minor parts as necessary;

g. Administrative, reporting or other requirements;

- Administrative, reporting or other requirements;

h. Travel costs, parking fees, and any other ancillary fees including permits, licenses, insurance, etc., and

- Travel costs, parking fees, and any other ancillary fees including permits, licenses, insurance, etc., and

i. Services not explicitly stated in these specifications, but necessarily attendant thereto as applicable to the associated item for which the rate/fee is being quoted.

- Services not explicitly stated in these specifications, but necessarily attendant thereto as applicable to the associated item for which the rate/fee is being quoted.

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

3. All worksheets included in Attachment 15 must be completed in order for the response to be considered complete.

- All worksheets included in Attachment 15 must be completed in order for the response to be considered complete.

  a. The “Annual Breakdown” spreadsheet will populate based on entries made on the “Cost Proposal Form” spreadsheet, the proposing consultant shall not make entries in the spreadsheet, but should review the spreadsheet for accuracy.

- The “Annual Breakdown” spreadsheet will populate based on entries made on the “Cost Proposal Form” spreadsheet, the proposing consultant shall not make entries in the spreadsheet, but should review the spreadsheet for accuracy.

  b. The “Hourly Rates Key Personnel” spreadsheet shall be completed by the proposing consultant.

- The “Hourly Rates Key Personnel” spreadsheet shall be completed by the proposing consultant.

4. Proposer should not make entries in colored cells in Attachment 15’s Excel spreadsheets. Changes should not be made to the spreadsheet format or formulas. Proposers shall not attach any additional or qualifying information.

- Proposer should not make entries in colored cells in Attachment 15’s Excel spreadsheets. Changes should not be made to the spreadsheet format or formulas. Proposers shall not attach any additional or qualifying information.

Cost Proposal Instructions

1. A Pricing Proposal, which shall set forth the lump sum amount with supporting details for performing the work and delivering the products in the scope of services for each item detailed in the Proposed Cost Form, Attachment 15; and

- A Pricing Proposal, which shall set forth the lump sum amount with supporting details for performing the work and delivering the products in the scope of services for each item detailed in the Proposed Cost Form, Attachment 15; and

2. Administration Section

- Administration Section

  a) Acceptance of Agreement Terms and Conditions

- Acceptance of Agreement 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). Attachment 2 also requires the signature of an official authorized to bind the offeror to all of its provisions, a statement certifying that the proposal shall remain valid for at least 365 days, a statement that the firm accepts the RFP’s Scope of Services ‘as-is’, and a statement that, if awarded the contract, the offeror will comply with all the requirements of the RFP, including all of its attachments. 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 Attachment 11: Form AOR, acknowledging receipt of any Modifications issued by the Department.

c) Non-Collusion Bidding Certification
   All Proposers shall submit a completed Attachment 12: Non-Collusive Bidding Certificate.

d) Procurement Lobbying Law

   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)
   • Offerer Disclosure of Prior Non-Responsibility Determinations

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

   Use Contract Number C031417 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.
6. CRITERIA FOR EVALUATION OF PROPOSALS

6.1 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 considerations are of greater importance than pricing considerations; however, price is a significant factor in the Department’s evaluation of proposals. Technical proposals will be scored based on the information provided under Section 5.1 in accordance with the pre-established criteria listed in Section 6.3. The cost portion of Section 5.2 will be point scored in accordance with the pre-established criteria listed in Section 6.5.

BEST VALUE WEIGHTING

[Diagram showing the weightings: Technical/Management Considerations 70%, Technical Demonstration 10%, Cost 30%, Technical/Management Write-Up 60%]

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 demonstrations. 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) and DBE participation as well.

A technical interview/demonstration is required to complete the technical evaluation of proposals; the criteria listed below under subsection 6.4 will be used to evaluate the technical interviews/demonstrations. Clarification questions may also be asked of proposers after technical demonstrations have been completed. Technical demonstrations will be held at the Department’s offices located in Albany, New York at a date and time to be determined by NYSDOT.

The Department reserves the right to request best and final offers from firms that are determined to be susceptible for contract award.

An award shall be made to the offeror whose proposal receives the highest total score after considering all technical and cost/price evaluation factors. 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 form 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 web site. 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.

6.2 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 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.

6.3 Technical and Management Write-up
The technical and management proposal will represent 60% of the total score. The major
evaluation criteria are listed below in descending order of importance. For ease of
reference, the relative weights of the categories are based on a 100 point scale.

Staffing, experience and performance (18 Points)
Profiler configuration and annual maintenance agreement (15 Points)
Capacity and schedule (15 Points)
Web-Based Viewer (15 Points)
Processing software (10 Points)
Full-featured Desktop Viewer (10 Points)
Understanding of project scope and objectives, approach (5 Points)
Work activity, quality assurance (5 Points)
GIS-Photolog Integration (5 Points)
Training and Technical support and system updates (2 Points)

A proposal deemed technically acceptable and susceptible to contract award must receive
an average raw committee score of 65.00 points or higher out of a total possible of 100
points.

1. **Staffing, Experience and Performance** (18 Points)
a. Quality and robustness of project staffing and organization (org chart), including
   any subconsultant arrangements. Extent of prior collaborative efforts with
   subconsultant.
b. Quality, extent and relevance of experience, education and training of key
   personnel (including subconsultants) identified in Attachment 13.
c. Reasonableness of staff allocations by task and hour estimations for each task and
   total effort.
d. Quality, extent and relevance of the firm's current activities and prior experience
   in conducting similar projects. Provided adequate list of data collection projects
   and profiler builds within the past five (5) years.
e. Extent of relevant, positive performance on prior similar projects as confirmed by
discussion with the up-to seven (7) references provided. Please provide
references with your submittal.

2. **Profiler Configuration and Maintenance** (15 Points)
a. Clarity, detail and consistency throughout narrative of profiler configuration
   proposed.
b. Degree to which the overall configuration and/or individual components conform
   with current AASHTO Standards for profile measurement, equipment operation
and calibration, and to ASTM E950 for precision and bias of results for components:
c. Degree of conformance to the following specification and preferences (provided in tabular form):
   1. Vehicle type
   2. Vehicle customization, chassis requirements
   3. Camera subsystem
   4. Profiler subsystem
   5. Rut Depth subsystem
   6. Inertial Referencing/Orientation subsystem
   7. Additional proposed components

Provide in tabular form, referencing the standard as below:

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d. Profiler Maintenance
   1. Thoroughness and adequacy of maintenance and repair plan (please include plan).
   2. Convenience of scheduling maintenance work; degree of accommodation of production schedule.

3. **Capacity and Schedule (15 Points)**
   a. Size of fleet and number of operators/processing staff indicated.
   b. Ability of firm to take on additional work with current workload. Level of consultant’s attention dedicated this project.
   c. Quality, capabilities and condition of fleet to be assigned to the project.
   d. Potential for risk in meeting project milestones.
   e. Reasonableness of resource estimate and project schedule considering availability of staff, ongoing work and the need to phase staff and resources in the project schedule.

4. **Web-Based Viewer (15 Points)**
   a. Efficiency, approach, speed and ease of use of the web-based viewer system is adequately described.
   b. Intuitiveness of viewer interface, process and operation. Technical challenges addressed.
   c. Functionality and quality of viewer.
   d. Compatibility of data with existing systems, or ease of conversion.
   e. Adequate work/project plan and schedule with milestones, analysis and delivery discussion provided.
   f. Other features, such as built-in or on-line help, quality of reference materials, appearance of quality, etc.
5. **Processing Software (10 Points)**
   a. Efficiency, approach, speed and ease of use of the office processing software is adequately described.
   c. Functionality and ability to locate and edit data (including image header information), adjust milepoints, and make corrections.
   d. Compatibility of data with existing systems, or ease of conversion.
   e. Quality and functionality of proposed viewer
   f. Ability to convert data/images cleanly, completely and in a reasonable time period. Adequate work/project plan and schedule with milestones, analysis and delivery discussion provided.
   g. Other features, such as built-in or on-line help, quality of reference materials, appearance of quality, etc.

6. **Full-Featured Desktop Viewer (10 Points)**
   a. Efficiency, approach, speed and ease of use of the viewer system is adequately described.
   b. Intuitiveness of viewer interface, process and operation. Technical challenges addressed.
   c. Functionality and quality of viewer.
   d. Compatibility of data with existing systems, or ease of conversion.
   e. Adequate work/project plan and schedule with milestones, analysis and delivery discussion provided.
   f. Other features, such as built-in or on-line help, quality of reference materials, appearance of quality, etc.

7. **Understanding of Project Scope and Objectives, Approach (5 Points)**
   a. Extent of familiarity and understanding with the collection and reporting of ride quality and other distress data using high speed profiling equipment, including the HPMS IRI reporting requirements and use of data for pavement management.
   b. Depth of understanding of and adherence to established protocols for data collection, equipment operation, data reporting, office procedures, and quality assurance procedures.
   c. Quality of overall and specific approaches to performing the work, including clarity and efficiency of the strategy for route planning to meet collection cycles by route category for Department and HPMS requirements, and degree to which the proposed approach and scope of services meets the project’s objectives. Adequately described potential for advantages or risks to the firm’s capacity, (equipment; field and office staff).
   d. Quality, organization and clarity of the Proposal including proposed scope of services, completeness of discussions, attention to detail and responsiveness to requirements.

8. **Work Activity, Quality Assurance** (5 Points)
a. Efficiency of the work flow (including data and image file flow), office processing, number of steps and effort/time required.
b. Understanding of sources for collection route information, delivery format and schedule of deliverables.
c. Demonstrated understanding of materials to be provided by NYSDOT.
d. Compliance with image naming convention.
e. Thorough error discussion with a sound correction approach.
f. Thoroughness and reliability of quality assurance/quality control procedures.

9. GIS-Photolog Integration (5 Points)
   a. Degree of integration with ArcGIS, both visually and functionally.
   b. Performance and simplicity of tool, accuracy of referencing.
   c. Extent of adaptability to existing data/images format.
   d. Experience of the Contractor with similar activities for other clients.
   e. Demonstrate successful, timely implementation.

10. Training, Technical Support and System Updates (2 Points)
    a. Organization, completeness and depth of topics covered in training
    b. Effectiveness and customization of training to meet Department needs
    c. Experience and skill of trainer(s)
    d. Size and experience of technical support staff for field and office applications
    e. Times/days of availability of technical support; responsiveness
    f. Availability/plan for updating system components and software

6.4 Technical Interview/Demonstration

The Technical Interview/Demonstration will represent 10% of the total score. The evaluation criteria are listed below. For ease of reference, the relative weights of the categories are based on a 100 point scale.

1. Clarification Statements(30 points)
   a. Ability of the presenting consultant team to address and answer the committee’s clarifying questions as related to the previously submitted Technical/Management write-up.
   b. Ability of the presenting consultant team to address and answer the committee’s clarifying questions as related to the Technical Demonstration.

2. Consultant Demonstration(70 points)
   a. Effectiveness of demonstrating equipment and application capabilities
      i. Web-based viewer
      ii. Desktop viewer
      iii. Secondary asset extraction and display capabilities
      iv. GIS photolog integration
      v. Additional functions/capabilities
b. Effectiveness of demonstrating the functionality of the processing software through a complete data cycle, including post-processing, display and final viewing.

c. If a consultant proposes to use their own viewing software and to convert the five most recent years of NYSDOT data and image formats to their convention, the consultant must demonstrate the viewer software to NYSDOT and provide a detailed approach of how the conversion of data and images would be accomplished (including a schedule of when the work would be completed) and include a proof of concept by converting existing images and data from a small county or several routes within a county to the Consultant’s viewer.

Technical Interview/demonstrations will be held at the Department’s offices located in Albany, New York at a date and time to be determined by NYSDOT.

6.5 Cost

The cost portion of the cost and contract proposal will be point scored and will represent 30% of the total score for a proposal.

Cost Proposals will be evaluated for reasonable cost elements. Clarification questions may be asked. Cost Proposals shall be scored and will account for up to 30% of the total best value score.

Consultants are required to provide a competitive lump sum cost, inclusive of all proposed services and technical solutions contained in the consultant’s proposal, by using the tables and worksheets provided in Attachment 15.

NYSDOT Contract Management will evaluate, score, and rank each Part II Cost Proposal using the following formula: \((A/B) \times C\) where:
- A is Total Price of the lowest price Cost Proposal
- B is Total Price of the Cost Proposal being scored
- C is Cost points available (100 points)

The proposer with the lowest total proposed cost will receive a perfected cost score of 100 points. Proposals with a higher proposed total cost will receive proportionally lower cost scores.
7. ADMINISTRATIVE SPECIFICATIONS

7.1 Proposal Submission

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

Proposers shall submit 1 original and 5 copies of Part I and 1 original and 2 copies of Part II.

Your proposal must be received by NYSDOT by Noon on August 1, 2017. The proposal must be addressed to:

Donelle Mastropietro
NYS Department of Transportation
50 Wolf Road, 6th floor
Albany, New York 12232
Attention: C031417 – Pavement Condition and Data Collection Services for NYSDOT

7.2 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.

7.3 Consultant Responsibility when Proposing Former NYSDOT Employees

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

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

- 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.
7.4 **Method of Payment**

Payment for services provided under the agreement resulting from this RFP will be fixed for the duration of the agreement unless changed by an executed supplemental agreement. The Consultant 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 task, identified in the Attachment 16 Payment Procedures by Task.

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](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.

7.5 **Information for the Selected Consultant**

7.5.1 **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](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.

7.5.2 **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.

7.5.3 Registration with Statewide Financial System (SFS)

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

7.5.4 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.

7.5.5 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.
7.5.6 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:

7.6 Inquiries and Information
All questions concerning this solicitation must be directed only to the individual specified in Section 1.4 of this RFP. The last date to submit questions for this solicitation is stated in Section 7.8 below.

Responses to all questions of a substantive nature, as well as copies of the questions, will be posted to the NYSDOT web site.

7.7 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

7.8 Tentative Schedule of Key Events
NYSDOT will attempt to adhere to the following tentative schedule with regard to progressing this solicitation:

- RFP Release Date: June 27, 2017
- Question Submittal Deadline: July 20, 2017
- Proposals Due: August 1, 2017 12 Noon Eastern Time
- Technical Interviews/Demonstrations: Late August-Early September 2017
- Recommendation & Designation: Mid October 2017
- Contract Finalizing: Two weeks
- Contract Award: 4–6 weeks after completion of contract finalizing

8. ATTACHMENTS
This Agreement made this ______ day of ______________, 201_ pursuant to Section 14 of the Transportation Law, by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as the "STATE") acting by and through the Department of Transportation (hereinafter referred to as "STATE") whose office is at 50 Wolf Road, in the County of Albany, State of New York 12232, and

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

WITNESSETH:

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

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

ARTICLE 1. PERFORMANCE OF WORK.

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

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

ARTICLE 2. DOCUMENTS FORMING THE AGREEMENT.

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

ARTICLE 3. INSPECTION.

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

ARTICLE 4. TERM OF THE AGREEMENT.

The CONSULTANT agrees to complete all the work of this AGREEMENT as required by this AGREEMENT within a ____-month base term for this AGREEMENT, which shall commence on ______________ __, and end on ______________ __, ____. The AGREEMENT may be extended for up to two (2) two-year periods as may be agreed upon by the parties to the AGREEMENT and as approved by the Office of the State Comptroller.

ARTICLE 5. MAXIMUM AMOUNT

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

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

ARTICLE 6. PROVISION FOR PAYMENT.
Item I The STATE shall pay to the CONSULTANT and the CONSULTANT agrees to accept as full compensation for its services under this Agreement, a price of _________ unless revised by a Supplemental Agreement.

Item II The CONSULTANT specifically agrees that the AGREEMENT shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond the monies available for the purpose. In no event, however, will monies be deleted from this Agreement except pursuant to ARTICLE 16 hereof, entitled Termination.

Item III If the AGREEMENT is extended beyond 36 months then any and all salary rates shown in SCHEDULE B, EXHIBIT ___ may be adjusted annually by the lower of either the percent change for the Producer Price Index – Architectural, Engineering and Related Services (Series ID: PCU5413-5413--) for the most recent 12 month period as calculated by the U.S. Department of Labor – Bureau of Labor Statistics, or 1.5 percent, all depending upon current market conditions. If at any time the above Index Series ID is discontinued or becomes unavailable, the STATE reserves the right to implement a comparable Index.

Item IV The number of months of training provided under Special Provision 11 in Appendix C is______.

ARTICLE 7. PARTIAL PAYMENTS.

The CONSULTANT shall be paid in progress payments based on allowable costs incurred during the period in accordance with Article 6 of this Agreement established by the Project Manager and the CONSULTANT, as follows:

(To be Negotiated) as per Schedule B

The STATE will make payments to the CONSULTANT in accordance with Section 179(f) of the State Finance Law. Payments are subject to the approval of the STATE’s Project Manager, _________ or their successor as identified by the STATE. Payments shall not be withheld unreasonably.

The CONSULTANT shall maintain and update once each month, if changes have taken place or are anticipated, the Project Schedule contained in SCHEDULE A hereto.

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

ARTICLE 8. CONTRACT PAYMENT.

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

ARTICLE 9. FINAL PAYMENT.

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

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

New York State Department of Taxation and Finance
Tax Status Unit
Building 8, Room 938
State Office Building Campus
Albany, NY 12227
Alternatively, it may be obtained by phoning the Corporation Tax Information Center at 1-888-698-2908 and making the request there. The certificate content is public information and the certificate is free of charge.

The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the STATE from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided in ARTICLE 8 (b).

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

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

b) In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the STATE all assistance required by the STATE. Work which the CONSULTANT is obligated to perform in accordance with Article 9 hereof shall be performed without cost to the STATE. Compensation for other work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this AGREEMENT for the additional services above described, the STATE's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 11. CONSULTANT LIABILITY.

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his sub-consultants, agents or employees, in the performance of his service under this agreement. To the fullest extent permitted by law, the Consultant shall indemnify and save harmless the State, and/or any municipality, public benefit corporation, railroad, and/or public utility whose property or facilities are affected by the work, from suits, claims, actions, damages and costs, of every name and description arising from the work under its contract during its prosecution and until the final acceptance thereof. The Consultant and any assigns, heirs, or successors in interest shall also indemnify and save harmless, to the fullest extent permitted by law, the inspecting engineer or inspector working for the State relative to the project from suits, claims, actions, damages and costs involving personal injury and property damage arising from the Consultant’s work under the contract during its prosecution and until the final acceptance thereof. The State may retain such monies from the amount due the Consultant as may be necessary to satisfy any claim for damages recovered against the State, any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work or consultant inspecting engineers or inspectors working for the State relative to the project. The Consultant’s obligation under this paragraph shall not be deemed waived by the failure of the State to retain the whole or any part of such monies due the Consultant, nor where such suit, action, damages and/or costs have not been resolved or determined prior to release of any monies to the Consultant under the contract, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages
imposed by law upon the Consultant, Subconsultant or the State, any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work, or for any consultants working for the State.

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

ARTICLE 12. INSURANCE.

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

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

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

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

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

Certificates may be mailed to the:

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

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

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

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

a. Direct the Consultant to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or
b. May withhold further contract payments in accordance with Article 8 No Payment Due to Consultant’s Non-Compliance of the contract agreement, or
c. Treat such failure as a breach or default of the contract.

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

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

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

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

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

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

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

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

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

2. Commercial General Liability Insurance. The Consultant shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Consultant. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of not less than $1,000,000.00 per occurrence and not less than $2,000,000.00 aggregate. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:
   a. Coverage for contractual liability assumed by the Consultant insured under an insured contract (including the tort liability of another assumed in a business contract).
b. All insurance policies required by these specifications except workers’ compensation and professional liability shall be endorsed to provide coverage to “the State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees” using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms providing equivalent coverage.

c. Products-Completed Operations Coverage, as provided in the General Liability Policy, or in certain instances through ISO form CG 26 11 09 99 or suitable equivalent.

d. Where contract work will be performed by unregistered off-road equipment, Consultant shall provide documentation of a blanket Pollution Liability policy, or an endorsement to cover short-term pollution events, ISO form CG 04 33 10 01 or equivalent.

e. Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.

f. Explosion, Collapse and Underground Hazards coverage (“XCU”) (for contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment).

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

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

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

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

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

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

ARTICLE 13. INTERCHANGE OF DATA.

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

ARTICLE 14. DISPOSITION OF DATA.

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

ARTICLE 15. DAMAGES AND DELAYS.

The CONSULTANT agrees that no charges or claim for damages shall be made by them for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this AGREEMENT. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the STATE may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the STATE of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising its rights under ARTICLE 8 of this AGREEMENT.

ARTICLE 16. NOTICE OF BANKRUPTCY, VENUE, AUDITS.

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

The CONSULTANT must immediately send written notice to Contract Management of the New York State Department of Transportation at its main office in Albany and send all relevant pleading of the voluntary or involuntary filing of a Bankruptcy proceeding by the CONSULTANT, its subsidiary, its principals and officers or a related entity whether or not the CONSULTANT believes that any debt is owed to the State by final audit or otherwise.
The determination of any rights under this AGREEMENT shall be adjudicated in a State or Federal Court with jurisdiction over the matter, and venue for the determination of such rights shall be in Albany, New York.

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

ARTICLE 17. TERMINATION.

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

(a) If a termination is brought about for the convenience of the STATE and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the percentage of work satisfactorily completed by the CONSULTANT, as determined by the STATE, times the Lump Sum amount.

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

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

ARTICLE 18. DEATH OR DISABILITY OF THE CONSULTANT.

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

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

ARTICLE 19. CODE OF ETHICS.
The CONSULTANT specifically agrees that this AGREEMENT may be canceled or terminated if any work under this AGREEMENT is in conflict with the provisions of Section 74 of the New York State Public Officer's Law, as amended, establishing a Code of Ethics for State officers and employees.

The CONSULTANT shall not engage, on a full or part-time or other basis any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the Federal Highway Administration or the highway organizations of any public employer, except regularly retired employees, without the consent of the public employer of such person.

ARTICLE 20. INDEPENDENT CONTRACTOR.

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

ARTICLE 21. COVENANT AGAINST CONTINGENT FEES.

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

ARTICLE 22. TRANSFER OF AGREEMENT.

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

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

ARTICLE 23. PROPRIETARY RIGHTS.
The CONSULTANT agrees that if copyrights, patentable discoveries or inventions or rights in data should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York an irrevocable, nonexclusive, nontransferable, paid-up license to reproduce, publish, make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27, and other applicable Federal laws, rules and regulations.

ARTICLE 24. SUBCONTRACTORS/SUBCONSULTANTS.

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

ARTICLE 25. ORDER OF PRECEDENCE.

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

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


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

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

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

3) does not have a proposed debarment pending; and

4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
EXCEPTIONS: -

ARTICLE 27. CERTIFICATION FOR FEDERAL-AID CONTRACTS.

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

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

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

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

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

ARTICLE 28. RESPONSIBILITY OF THE CONSULTANT.

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

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

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

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

ARTICLE 29. SECURITY AND CONFIDENTIALITY OF INFORMATION.

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

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

ARTICLE 30. VENDOR RESPONSIBILITY.
The Department of Transportation has undertaken an affirmative review of the proposed consultant’s responsibility in accordance with the applicable standards outlined in Comptroller’s ‘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 31. CONSULTANT DISCLOSURE LEGISLATION.

In accordance with Chapter 10 of the Laws of 2006, the CONSULTANT shall complete the “State Consultant Services Contractor’s Annual Employment Report” (Form B, Attachment 4 of RFP) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May 15th of each year the contract is in effect. The CONSULTANT shall provide information regarding all employees providing service under this contract, whether employed by the CONSULTANT or any subconsultant or subcontractor. Form B will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1st to March 31st). Annual employment reports should be submitted to the following three agencies. It is recommended, however, that consultants check the agency websites annually to confirm the addresses.

By mail:
NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, N. Y. 12236
Attn: Consultant Reporting
NYS Department of Civil Service  
Alfred E. Smith Building  
Albany, N. Y.  12239  
Attn: Chapter 10 Counsel’s Office  

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

ARTICLE 32. NOTICES.

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

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

New York State Department of Transportation:

**Contact Person’s Name:** William A. Howe, Contract #C0______
**Title:** Director
**Address:** NYSDOT Contract Management Bur., 6th Fl., 50 Wolf Road, Albany, NY 12232
**Telephone Number:** 518-457-2600
**Facsimile Number:** 518-457-2874
**E-Mail Address:** Bill.Howe@dot.ny.gov

Consultant’s Name:

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

Item 2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
Item 3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

ARTICLE 33. TITLE VI ASSURANCE.

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

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

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

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

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

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

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

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

ARTICLE 34. ENSURING PAY EQUITY BY STATE CONSULTANTS

In accordance with Executive Order 162, issued on January 9, 2017, the consultant shall provide detailed workforce utilization reports of the consultant and each subconsultant – or subcontractor – that include, in addition to equal employment opportunity information, the job title and salary of each employee directly performing work on a State contract.

If the consultant cannot identify the individuals working directly on a State contract, then the consultant and each subconsultant shall provide such information of each employee in the consultant’s entire workforce. Such information shall be reported to the Department at quarterly intervals.


Detailed workforce utilization reports, as required above, shall be submitted in such form and in such manner as shall be required by the Department.

The consultant shall include this provision in every subcontract so that such provisions shall be binding upon each subconsultant, if the subcontract is in excess of $25,000.
IN WITNESS WHEREOF, this Contract No. C_______ has been executed by the STATE, acting by and through the Commissioner of Transportation, and the CONSULTANT has duly executed this Agreement effective the day and year first above written.

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

RECOMMENDED BY FOR THE PEOPLE OF THE STATE OF NEW YORK

___________________________________ By: _____________________________

CONTRACT MANAGEMENT DEPARTMENT OF TRANSPORTATION

DATE: _____________ DATE: _____________

CONSULTANT Certifications: I certify that all the information with respect to the “Vendor Responsibility Questionnaire” submitted by (CONSULTANT FIRM NAME) ________________ on the ___ day of ____________, 20___ pursuant to the requirements set forth in OSC’s Guide to Financial Operations is complete true and accurate. I additionally certify nothing has occurred since the date of that submission that would result in requiring a change or alteration to any of the answers provided on the “Vendor Responsibility Questionnaire” submitted that date.

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

By _____________________________ Date: _____________________________

FIRM

-----PROJECT TITLE ----

APPROVALS

ATTORNEY GENERAL THOMAS P. DI NAPOLI

STATE COMPTROLLER

By

___________________________

Date

___________________________
Acknowledgement for Contract #__________

For contracts signed in New York State

State of New York  )

County of  ) ss.:

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

__________________________________
NOTARY PUBLIC

My Commission Expires:

For contracts signed outside New York State

State of  )

County of  ) ss.:

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

__________________________________
NOTARY PUBLIC

__________________________________
(Signature and office of individual taking acknowledgement.)

My Commission Expires:
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, 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, should prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Updated January 2014
APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

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

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

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

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

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

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

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

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

REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS

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
Your DBE program, a contract clause to require prime contractors to pay subcontractors for 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.

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

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

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

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

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

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

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

USE OF UNITED STATES-FLAG VESSELS: The contractor agrees:

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontractors issued pursuant to this contract.

April 2016
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-c, 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 subcontractor.

(d) The CONSULTANT and all subconsultants and/or subcontractors shall comply with Executive Order 162, issued on January 9, 2017 requiring quarterly workforce utilization reports, detailing reports of the consultant and all of their subconsultants and/or subcontractors, which includes in addition to equal employment opportunity information, the job title and salary of each employee directly performing work on a State contract.

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

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

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

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

(2) All new supervisory (first level of supervision and above) or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the CONSULTANT’s equal employment opportunity obligations within thirty days following their reporting for duty with the CONSULTANT.
(3) All personnel who are engaged in direct recruitment for the project will be instructed in the CONSULTANT's procedures for locating and hiring minority group employees by the EEO Officer or appropriate company official. (Minority group referred to herein shall mean Black, Hispanic, Asian/Pacific Islander, American Indian/Alaskan.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c) The CONSULTANT will document the affirmative action steps taken to comply with paragraph 9b. Such documentation will be provided at the time or submittal of a formal proposal to the State's Contracts Bureau.
(d) By execution of this agreement, the CONSULTANT certifies that the affirmative action steps in 9a, 9b & 9c above were taken when soliciting proposals for the work in this agreement indicated to be subcontracted and that these steps will be taken should any work be subcontracted in the future.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Updated December 2012
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
testments regarding the subject proposal:

- 180-Day Offer: This proposal is a firm offer for a 180-day period from the date of submission.
- The firm has read and will follow the procedure outlined in Section 7.3 of the RFP if it proposes the services of a former NYSDOT employee(s).
- Vendor Responsibility: If selected for contract award, the firm will complete and submit the required Vendor Responsibility Questionnaire via the OSC VendRep portal within 10 days of notification of designation. (http://www.osc.state.ny.us/vendrep/forms_vendor.htm)
- ST-220: If selected for contract award greater than $100,000, the firm will complete and submit the required Forms ST-220-TD and 220-CA (Contractor Certifications) prior to negotiation with NYSDOT. You should make yourself familiar with these forms by visiting the following Web sites:

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.

- Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)
- Offerer Disclosure of Prior Non-Responsibility Determinations

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


3. **Summary of the policy and prohibitions regarding permissible contacts**
   a) **Contacts prior to designation:**
      Any communications involving an attempt to influence the procurement are only permitted with the following Designated Contact Persons:
      - The Contract Management Designation Contract 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 law does not limit who may be contacted during the negotiation process. However, if any NYSDOT employee is contacted and they believe a reasonable person would infer that the communication was intended to influence the procurement, the contact must be reported by the NYSDOT employee.

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

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

4. Rules and regulations and more information on this law, please visit:
   http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html (Advisory Council FAQs)

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

Donelle Mastropietro
NYSDOT Contract Management
50 Wolf Road, 6th Floor
Albany, New York 12232
E-mail: contract.specialist@dot.ny.gov
Tele: (518) 457-2600
FORM A

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

<table>
<thead>
<tr>
<th>O*Net Employment Category</th>
<th>Number of Employees</th>
<th>Number of hours to be worked</th>
<th>Amount Payable Under the Contract</th>
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Total this page: 0 0 $ 0.00

Grand Total

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

(Use additional pages, if necessary)
FORM B

OSC Use Only:
Reporting Code:
Category Code:

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

Contracting State Agency Name: Transportation
Agency Code: DOT01

Contract Number:
Contract Term to
Contractor Name:
Contractor Address:
Description of Services Being Provided:

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

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

Name of person who prepared this report:
Preparer's Signature: ________________________________
Title: __________________________________________
Phone #: _______________________________________
Date Prepared:__/__/________

Use additional pages if necessary)
8.5 ATTACHMENT 5: DBE PARTICIPATION INFORMATION

Not Applicable
8.6 ATTACHMENT 6: DIVERSITY PRACTICES QUESTIONNAIRE

Not Applicable
8.7 ATTACHMENT 7: M/WBE PARTICIPATION INFORMATION

Not Applicable
8.8 ATTACHMENT 8: SUBCONSULTANT PARTICIPATION SOLICITATION LOG
Not Applicable
8.9 ATTACHMENT 9: SOLICITATION LOG INSTRUCTIONS

Not Applicable
8.10 ATTACHMENT 10: NEW YORK BUSINESS REPORTING

Not Applicable
ACKNOWLEDGMENT OF RECEIPT OF
RFP, MODIFICATIONS AND RESPONSES TO QUESTIONS

<table>
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<tr>
<th>NAME OF PROPOSER</th>
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</table>

We hereby acknowledge receipt of the Pavement Data Collection Services for NYSDOT (contract #C031417) Request for Proposals, dated **Month Date, Year** and subsequent responses to questions and Modifications issued by the Department, as listed below.

Add additional lines in tables below, if needed.

<table>
<thead>
<tr>
<th>Modification number:</th>
<th>Date issued by Department:</th>
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</tbody>
</table>

SIGNED

DATE

NAME (printed or typed)

TITLE
8.12 ATTACHMENT 12: 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:
NAMES OF PARTNERS OR PRINCIPALS   LEGAL RESIDENCE

____________________________________________   _________________________

____________________________________________   _________________________

____________________________________________   _________________________

____________________________________________   _________________________

____________________________________________   _________________________

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

President:   _________________________

Secretary:   _________________________

Treasurer:   _________________________

President:   _________________________

Secretary:   _________________________

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

Identifying Data

Potential Contractor: ____________________________________________

Address: ______________________________________________________

Street

City, Town, etc.

Telephone:__________________________ Title__________________________

If applicable, Responsible Corporate Officer

Name:______________________________ Title__________________________

Signature: ________________________________________________________

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

____________________________________ ______________________________
Legal name of person, firm or corporation Legal name of person, firm or corporation

By

______________________________
Name

______________________________
Title

Address:

______________________________
Street

City State

______________________________
Address:

Street

City State

110
**ATTACHMENT 13: KEY PERSONNEL RESUME AND REFERENCES**

Instructions:
1. Complete Attachment 13 for each Key Personnel title identified in the RFP.
2. Attachment 13 shall not exceed three pages in length
3. Proposer’s may expand the boxes as necessary
4. The term “Client” below refers to the past project owner. “Client” is NOT a Prime Contractor where the proposing firm acted in the capacity as a Subcontractor.

<table>
<thead>
<tr>
<th>1. Personnel Name and Title:</th>
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<tbody>
<tr>
<td>2. Title Assigned for this Project:</td>
<td></td>
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<tr>
<td>3. Firm working for on this Project:</td>
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<tr>
<td>4. Current Employment Status:</td>
<td>[ ] Employed by Firm identified #3 above [ ] Employed by a different Firm [ ] Unemployed</td>
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<td>5. Years of Relevant Experience</td>
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<td>6. Description of Relevant Experience:</td>
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<td>7. Certifications/Licenses:</td>
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<td>8. Education:</td>
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<td>Past Project Experience</td>
<td>Complete below for a maximum of five past projects</td>
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<td>9.1 Project Description (include contract number where appropriate):</td>
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<td>9.2 Client Name:</td>
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<td>9.3 Client Contact Information (including contact name, phone number, and e-mail address):</td>
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<tr>
<td>9.4 Description of person’s role and responsibilities during project:</td>
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<td>10.1 Project Description (include contract number where appropriate):</td>
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<td>10.2 Client Name:</td>
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<td>11.1 Project Description (include contract number where appropriate):</td>
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<td>11.4 Description of person’s role and responsibilities during project:</td>
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<td>12.2 Client Name:</td>
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<td>12.3 Client Contact Information (including contact name, phone number, and e-mail address):</td>
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<td>12.4 Description of person’s role and responsibilities during project:</td>
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| 13.1 Project Description (include contract number where appropriate): |
| 13.2 Client Name: |
| 13.3 Client Contact Information (including contact name, phone number, and e-mail address): |
| 13.4 Description of person’s role and responsibilities during project: |
The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

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

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm’s ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;

5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was
intended as a reward for any official action on the part of said employee, member or director.

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

Name, Title:

Signature: Date:

This form must be signed by an authorized executive or legal representative.
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.
8.15 Attachment 15: Instructions for Cost Worksheets

COST PROPOSAL Form INSTRUCTIONS:

Enter the proposed cost in the appropriate location for each element as described below. *Use 2017 US dollars*. Enter “$0” in spaces that do not apply.

The itemized costs of the Profiler System shall be entered for Items 4 through 9. **Itemized Proposed Costs** should represent a consultant’s assessment of the profiler configuration that most closely satisfies the *minimum stated requirements* of the specification. The Part I narrative should clearly indicate the specific details of each required element and describe the component being offered.

The Cost Proposal Form is to be downloaded from the NYSDOT project web site, located at https://www.dot.ny.gov/doing-business/opportunities/consult-opportunities and select C031417.

Item-By-Item Instructions:

Line 2 Column B: Enter Name of Proposing Firm

Item 1: Enter the cost per mile for each Collection type/Highway Category/Year to collect process and deliver data and images. Include costs for annual validation, project meetings and reporting. The price/mile in Column D (Lines 7-36) should reflect the cost for all three years of the initial contract term. *NOTE*: Years 1-3 constitute the base term for this contract. While years 4-7 are optional, the Department has decided to ask for and evaluate the cost of these extended items as well. Cost considerations for years 4-7 shall be used in part to form the basis for consultant selection.

Item 2: If a consultant proposes to provide a viewing software option that is not compatible with the Department’s existing data and image formats, enter the cost to convert the NYSDOT inventory to the consultant’s format on Line 39.

Item 3: Total Cost of Items 1 and 2, Line 41 (formula, no data entry)

Item 4: Enter the cost for the base vehicle on which the data collection equipment will be mounted on Line 45.

Item 5: Enter the cost to modify the base vehicle as delivered from the manufacturer to meet the specification on Line 46.

Item 6: Enter the cost of the Camera subsystem on Line 47.

Item 7: Enter the cost of the Profiler subsystem on Line 48.

Item 8: Enter the cost of the Rut Depth subsystem on Line 49.

Item 9: Enter the cost of the inertial referencing and orientation subsystem on Line 50.
Item 10: Enter the cost for Profiler training as described in the specification on Line 51.

Item 11: Enter the cost per year for each two year period for the Annual Maintenance and Repair Plan, telephone technical support and software updates on Lines 54-56.

Item 12: Total Cost of Items 4 through 11c, Line 58 (formula, no data entry)

Item 13: Enter the cost for all software needed to process (and convert if necessary) data and images according to the specification, including a perpetual license, on Line 62.

Item 14: Enter the licensing fee for a perpetual and unlimited license for the full-featured desktop viewer software on Line 63.

Item 15: Enter the cost for the web-based viewer, including initial setup and perpetual license on Line 64.

Item 16: Enter the cost for software training as described in the specification on Line 65.

Item 17a: Enter the Lump sum cost for the ArcGIS Desktop Integration on Line 67.

Item 17b: Enter the Lump sum cost for the ArcGIS Server Integration on Line 68.

Item 17c: Enter the Lump sum cost for the ArcGIS Pro Integration on Line 69.

Items 18a-c: Enter the amount for annual desktop viewer software maintenance and support on lines 74 through 76.

Items 19a-c: Enter the amount for annual web based viewer software maintenance and support on lines 78 through 80.

Items 20a-c: Enter the amount for Office Processing software maintenance and support on lines 82 through 84.

Item 21: Total Cost of Items 13 through 20c, Line 87 (formula, no data entry)

Items 22a-b: Enter the cost for secondary asset extraction for years 1 and 5 on Lines 92 and 93

Item 23: Total Cost of Items 22a and 22b, Line 95 (formula, no data entry)

Item 24: Total Cost Proposal: (Item 3 plus Item 12 plus Item 21 plus Item 23), Line 98 (Formula, no data entry)
**Annual Breakdown Form Instructions:**

The Annual Breakdown Form spreadsheet will populate based on entries made on the “Cost Proposal Form” spreadsheet. The proposing consultant shall not make entries in the spreadsheet, but should review the spreadsheet for accuracy.

**Hourly Rates Key Personnel Form Instructions:**

The Hourly Rates Key Personnel Form spreadsheet shall be completed by the proposing consultant.

- Line 9 Column B – Enter the Name of the Project Manager
- Line 9 Column C – Enter the hourly rate for the Project Manager
- Line 10 Column B – Enter the Name of the Account Manager
- Line 10 Column C – Enter the hourly rate for the Account Manager
8.16 Attachment 16 – Payment Procedures by Task

Payment Procedure for Data Collection Work Completed – TASK 1
Payment for work will be made for each completed county delivered after acceptance by NYSDOT’s Project Manager. A county will be designated as complete when all routes to be collected for the year within the county have been collected, processed and delivered, and the Department verifies the data and images for completeness, accuracy of location, data and image quality and compatibility with the viewer, and that all other contract requirements for the data submission have been satisfied. Continuous submission of multiple partial counties may be made, but payment will be made not more frequently than monthly for completed county data sets. Each submission shall include the Summary database with all collected data elements recorded and the digital images provided in the file naming convention in the RFP or as modified to meet the requirements of the RFP. The proposed costs to collect process and deliver data/images along with any necessary digital format conversion costs will be provided by consultants on Attachment 15, Cost Proposal Form under items 1 and 2.

Payment Procedure for Profiler: TASK 2
While the cost of the high speed profiler is combined with the cost of data collection for purposes of Proposal evaluation and contract award, payment for the profiler will be independent of payment for data collection services. Costs specific to the profiler, such as the vehicle, software, training, technical support, etc., will be paid 50% of the proposed cost of the high speed profiler vehicle at delivery and completion of initial training, and 50% of the proposed cost of the high speed profiler vehicle at final written acceptance. The proposed cost for the high speed profiler vehicle and all components shall be provided by consultant on Attachment 15, Cost Proposal Form under items 4 - 9. The proposed cost of the Consultant’s standard maintenance agreement for six years (6; the first year of the contract is covered under warranty) shall be included on Attachment 15, Cost Proposal Form under item 16 a-c.

Payment Procedure for Software, Maintenance and Support – TASK 3
Each software deliverable item will be paid under the following two-tier payment scheme:

- Tier 1: A one-time, non-recurring lump sum payment for the software as specified in the RFP, which shall include the costs for the software development, licenses, warranties, training, deployment, data migration, and all other labor, and materials required to fulfill the specifications of the RFP. The payment, in full, will be made upon final acceptance of the deliverable. The proposed cost for each item will be provided by consultants on Attachment 15, Cost Proposal Form under items 10, 11, 12, 13 and 14a-c.

- Tier 2: The cost for recurring annual software maintenance, support, and upgrades will be made on an annual basis for the software components accepted as part of this contract. The payment will be made in the second and subsequent years for the duration of the contract. The contract’s first year maintenance, support, and upgrades shall be covered in the Tier 1 costs. The proposed cost for each Tier 2 cost will be provided by consultants on Attachment 15, Cost Proposal Form under items 17, 18 and 19, a-c.
Payment Procedure for Secondary Asset Extraction - Task 4

Payment for work will be made for each completed county delivered after acceptance by NYSDOT’s Project Manager. A county will be designated as complete when all assets extracted for the year within the county have been collected, processed and delivered, and the Department verifies the data and images for completeness, accuracy of location, data and image quality and compatibility with the viewer, and that all other contract requirements outlined in Attachment 26 have been satisfied. Continuous submission of multiple partial counties may be made, but payment will be made not more frequently than monthly for completed county data sets. Each submission shall include the Summary database with all collected data elements recorded and the digital images provided in the file naming convention in the RFP or as modified to meet the requirements of the RFP. The proposed cost for Asset Extraction will be provided by consultants on Attachment 15, Cost Proposal Form under items 22a and 22b.
## 8.16A – Attachment 16A – Schedule of Deliverables

### Task 1 - Pavement Data Collection and Processing

<table>
<thead>
<tr>
<th>Data Collection and Processing</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each County (see list, below)</td>
<td>*Payment due on acceptance of Completed County</td>
<td>*Payment due on acceptance of Completed County</td>
<td>*Payment due on acceptance of Completed County</td>
<td>*Payment due on acceptance of Completed County</td>
<td>*Payment due on acceptance of Completed County</td>
<td>*Payment due on acceptance of Completed County</td>
<td>*Payment due on acceptance of Completed County</td>
</tr>
</tbody>
</table>

*Payment will not be made more frequently than monthly for completed county data sets. Refer to Attachment 16 Payment Procedure for details on "Completed County"

### Task 2 - Build, Deliver and Maintain a High Speed Profiler Vehicle and Provide Training to NYSDOT Staff

<table>
<thead>
<tr>
<th></th>
<th>50% at delivery** and completion of initial training</th>
<th>50% upon final written acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profiler (Vehicle)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profiler Software</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year Technical Support</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Completed vehicle shall be delivered to the Department’s offices in Albany, New York within 100 days after the contract award date. If delivery of the base vehicle from the manufacturer to the Consultant is delayed due to circumstances beyond the Consultant’s control, the Consultant shall construct and deliver the vehicle within 50 days of having the base vehicle delivered to them.
Task 3 - Deliver Desktop Viewer, Web Based Viewer, Office Processing Software and GIS Photolog Integration

<table>
<thead>
<tr>
<th>Deliverables - Tier 1 payments</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Processing/Conversion Software</td>
<td>Payment in full upon final acceptance of the deliverable</td>
</tr>
<tr>
<td>Desktop Viewer Software</td>
<td>Payment in full upon final acceptance of the deliverable</td>
</tr>
<tr>
<td>Web-Based Viewer + initial setup</td>
<td>Payment in full upon final acceptance of the deliverable</td>
</tr>
<tr>
<td>Software Training</td>
<td>Payment in full upon final acceptance of the deliverable</td>
</tr>
<tr>
<td>ArcGIS Desktop</td>
<td>Payment in full upon final acceptance of the deliverable</td>
</tr>
<tr>
<td>ArcGIS Server</td>
<td>Payment in full upon final acceptance of the deliverable</td>
</tr>
<tr>
<td>ArcGIS ProIntegration</td>
<td>Payment in full upon final acceptance of the deliverable</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recurring Annual Maintenance and Support - Tier 2 payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desktop Viewer Software</td>
</tr>
<tr>
<td>Web-Based Viewer Software</td>
</tr>
<tr>
<td>Office Processing Software</td>
</tr>
</tbody>
</table>

Task 4 - Secondary Asset Extraction

<table>
<thead>
<tr>
<th>Secondary Asset Extraction Years 1 and 5</th>
<th>2018</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each County (see list, below)</td>
<td>***Payment due on acceptance of Completed County</td>
<td>*Payment due on acceptance of Completed County</td>
</tr>
</tbody>
</table>

***Payment will not be made more frequently than monthly for completed county data sets. Refer to Attachment 16 Payment Procedure for details on "Completed County"
## List of Counties by NYSDOT Region

<table>
<thead>
<tr>
<th>REGION ONE</th>
<th>REGION TWO</th>
<th>REGION THREE</th>
<th>REGION FOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany</td>
<td>Hamilton</td>
<td>Cayuga</td>
<td>Monroe</td>
</tr>
<tr>
<td>Essex</td>
<td>Herkimer</td>
<td>Cortland</td>
<td>Ontario</td>
</tr>
<tr>
<td>Greene</td>
<td>Fulton</td>
<td>Onondaga</td>
<td>Livingston</td>
</tr>
<tr>
<td>Rensselaer</td>
<td>Madison</td>
<td>Oswego</td>
<td>Orleans</td>
</tr>
<tr>
<td>Saratoga</td>
<td>Montgomery</td>
<td>Seneca</td>
<td>Genesee</td>
</tr>
<tr>
<td>Schenectady</td>
<td>Oneida</td>
<td>Tompkins</td>
<td>Wyoming</td>
</tr>
<tr>
<td>Warren</td>
<td></td>
<td></td>
<td>Wayne</td>
</tr>
<tr>
<td>Washington</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REGION FIVE</th>
<th>REGION SIX</th>
<th>REGION SEVEN</th>
<th>REGION EIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cattaraugus</td>
<td>Allegany</td>
<td>Clinton</td>
<td>Columbia</td>
</tr>
<tr>
<td>Chautauqua</td>
<td>Chemung</td>
<td>Franklin</td>
<td>Dutchess</td>
</tr>
<tr>
<td>Erie</td>
<td>Schuyler</td>
<td>Jefferson</td>
<td>Orange</td>
</tr>
<tr>
<td>Niagara</td>
<td>Steuben</td>
<td>Lewis</td>
<td>Putnam</td>
</tr>
<tr>
<td></td>
<td>Yates</td>
<td>StLawrence</td>
<td>Rockland</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Ulster</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Westchester</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REGION NINE</th>
<th>REGION TEN</th>
<th>REGION ELEVEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broome</td>
<td>Nassau</td>
<td>Bronx</td>
</tr>
<tr>
<td>Chenango</td>
<td>Suffolk</td>
<td>Kings</td>
</tr>
<tr>
<td>Delaware</td>
<td></td>
<td>New York</td>
</tr>
<tr>
<td>Otsego</td>
<td></td>
<td>Queens</td>
</tr>
<tr>
<td>Schoharie</td>
<td></td>
<td>Richmond</td>
</tr>
<tr>
<td>Sullivan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tioga</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

123
Control Site #1: Asphalt low IRI
Control Site #2: (U-Turn Performed on Broadway) – Asphalt medium IRI
Control Site #3 & #4: Concrete
### ATTACHMENT 18

**Protocols & Standards**

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>R 43-13</td>
<td>Quantifying Roughness of Pavements</td>
</tr>
<tr>
<td>R 48-10 (2013)</td>
<td>Determining Rut Depth in Pavements</td>
</tr>
<tr>
<td>R 36-13</td>
<td>Evaluating Faulting of Concrete Pavements</td>
</tr>
<tr>
<td>R 57-14</td>
<td>Operating Inertial Profiler Systems</td>
</tr>
<tr>
<td>M 328-14</td>
<td>Inertial Profiler</td>
</tr>
<tr>
<td>R 56-14</td>
<td>Certification of Inertial Profiling Systems</td>
</tr>
<tr>
<td>RR55-10</td>
<td>Quantifying Cracks in Asphalt Pavement Surfaces</td>
</tr>
<tr>
<td>PP67-14</td>
<td>Quantifying Cracks in Asphalt Pavement Surfaces from Collected Images Using Automated Methods</td>
</tr>
<tr>
<td>PP68-14</td>
<td>Collecting Images of Pavement Images for Distress Detection</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>E950/E950M - 09</td>
<td>Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference</td>
</tr>
</tbody>
</table>
8.19 ATTACHMENT 19: Existing Image Naming Convention

Note: During the design of the Web-based viewer and to meet all the requirements of the RFP the Consultant will be required to review this existing architecture and may need to propose a new image file naming convention which will replace our existing schema. The proposed design will be reviewed by the Department prior to final acceptance. Regardless of the viewing software system, image files must conform to the naming convention specified in this section or to the new mutually agreed upon convention noted above.

Level 1: Counties are grouped by Region. Counties are uniquely associated to a specific Region.

Level 2: Routes are grouped by County. County name is preceded by Region Number and County Number.

Level 3: The Route directory name convention is as follows:

```
RRRADYYYY
```

where:

- **R** = Route number, right justified, zero filled
- **A** = Route alpha; use underscore (_) when no alpha
- **D** = Direction
- **Y** = Year

Level 4: Images for each route are grouped into directories containing one mile of images based on milepoint. For example, Dir139 contains images for milepoints 139.00 to 139.99.

Level 5: Individual image file names are as follows:

```
RRRADMMMMMM_C.jpg
```

where:

- **R** = Route number, right justified, zero filled
- **A** = Route alpha; use underscore (_) when no alpha
- **D** = Direction
- **M** = Milepoint in the format XXX.XXX
- **_** = Default separator
- **C** = Camera view; 0 for forward, 2 for side.
8.20 ATTACHMENT 20: Inertial High Speed Profiler Requirements (Specifications)

1. Intent and Scope

The data collection vehicle and equipment to be provided under this specification is an **Inertial High Speed Profiler** meeting the requirements of AASHTO PP50-07 and all referenced and associated specifications unless modified by this specification. The collection systems shall be installed in a new vehicle provided by the vendor under this contract and at a minimum be capable of collecting the following:

a. IRI (International Roughness Index)
b. Laser-based, non-mechanical, multi-point transverse profile (1,000+ nominal points) for rut depth measures.
c. Fault/bump height and count.
d. Forward, side, or panoramic view digital images in jpg format with a resolution of 1920x1080 or higher).
e. Inertial position and orientation capable of X-Y position post-processed accuracy to within one foot after a GPS outage of up to one minute.
f. Grade, radius and cross slope
g. Linear distance (0.1% (+/- 5 ft) per mile accuracy).
h. Automatic start for collection systems.

The digital images and data collected with the high speed profiler provided under this specification must fully integrate with the Department’s current storage and full-featured desktop viewing system, the proposed web-based viewer and proposed asset location and inventory software. Alternately, all existing Department images and data must be converted to the vendor’s system by the vendor as part of this contract (currently about 5 TB of images). Conversion software shall be included to provide for the conversion of ongoing collections by the other profilers in operation by the Department. The successful vendor must demonstrate compatibility or conversion before a final award is made. All processing, viewing, and conversion tool software shall be provided.

Cost Proposals shall include a narrative describing the vehicle components and functionality, and the strategy for integrating or converting data and images. The narrative will be used to assess the technical competence of the proposal, the degree of compliance with the specifications and feasibility of integrating with the Department’s existing systems.

2. Vehicle Platform

The data collection systems shall be mounted on a new vehicle meeting the requirements listed in Attachment 21. The vehicle shall be heavy duty or comparable, designed for durability under high mileage (40,000 mi/yr) conditions,

3. Data Collection Systems

Technical details of the data collection systems are described in AASHTO M328-14. Additional details and clarifications are as follows:
a. The system shall be capable of summarizing data on at least 0.10 mile and 0.01 mile intervals.

b. IRI shall be measured and reported to the nearest inch per mile.

c. Profiles shall be measured in each wheelpath with the option to calculate and report IRI as quarter car (default) and half car models.

d. The operator shall have the ability to set the low pass and high pass filters. Typically 6 inch low pass and 300 ft high pass filters are used.

e. Wheelpath laser spacing shall be 72 inches.

f. Maximum and average rut depths shall be reported to the nearest 0.5 inch.

g. Maximum and average fault/bump height shall be reported to the nearest 0.5 inch.

h. The system shall allow the operator to enter in the data file the event notes below and other events as defined by the operator. The event note must automatically appear in all consecutive data records affected by the event noted by the operator.
   1. bridge start and bridge end
   2. construction start and construction end
   3. lane deviation start and lane deviation end
   4. stop
   5. railroad crossing

i. The data display on the system monitor shall display in real time at least:
   1. values for IRI, rut depth, fault/bump height and count
   2. milepoint to 0.001 mile and vehicle speed to 0.1 mile per hour
   3. event notes
   4. warning messages and/or indicators related to system and sensor performance
   5. camera images to monitor picture quality
   6. remaining or used drive storage capacity

j) Location information shall be entered and displayed on the system monitor in the following format:

<table>
<thead>
<tr>
<th>County</th>
<th>Route</th>
<th>County Order</th>
<th>Direction</th>
<th>Lane</th>
<th>Year/Run No.</th>
<th>Milepoint</th>
</tr>
</thead>
<tbody>
<tr>
<td>TTT</td>
<td>NNNT</td>
<td>NN</td>
<td>T</td>
<td>N</td>
<td>TTTT</td>
<td>NNN.NNN</td>
</tr>
</tbody>
</table>

Where: T = text character and N = numeric
Note: These display fields may be modified or expanded to accommodate the local road network and to integrate better with a new proposed image file naming convention.

k) The system shall allow the operator to specify the starting milepoint.

l) The system shall have an operator-enabled automatic start feature to trigger the start of the data collection systems. The automatic start feature shall be activated by a reflective cone at the shoulder of the road, or by reflective tape on the pavement, or some other simple triggering device. The auto-start feature shall start and stop the collection systems within 6 inches of the reference point over the range of vehicle speeds specified.
m) The image coordinates from the GPS system shall have post-processed accuracy to one inch or less under normal GPS signal conditions, and one foot or less after a GPS outage of one minute. The asset location accuracy shall be +/- 3 feet for location, +/- 6 inches for dimensions. The data collection system shall record the GPS coordinates at the start and end points of the collection, as well as the end point of each data segment. Software for post-processing shall be integrated with the data collection systems processing software.

n) The system shall be capable of collecting and storing at least 45 miles of data and images in one continuous collection.

4. Digital Imaging System

a. The digital imaging system shall be fully integrated with the data collection systems with simultaneous start and stop using a single control action.

b. The basic vehicle configuration shall include a two camera system: one camera facing forward and one to the right side, such that when the final images are placed side-by-side an unobstructed panoramic view of the roadway is created. A single camera giving the same panoramic view is acceptable.

c. The camera(s) shall be mounted inside the vehicle to project through the front windshield in a position that maximizes the camera field of view without excessive or unsafe obstruction of the driver’s vision. The camera(s) shall be aimed so that the horizon is at approximately 1/3 of the image height from the top of the image.

d. Measures shall be taken, such as screening and treating of reflective surfaces, to eliminate extraneous reflections from appearing in the images.

e. The vehicle windshield wipers and washer as manufactured or modified shall be capable of clearing the camera field of view of water and debris.

f. The digital camera(s) shall have a resolution of at least 1920x1080 (nominal pixels).

g. The digital image system shall be capable of capture intervals of 10+/ ft, 26.4 ft and 52.8 ft as specified by the operator. An image shall be captured at the start and end points of the collection and at the specified capture interval.

h. The GPS coordinates of each image shall be captured and recorded in the data file. The GPS coordinates and direction of travel must also be attached to the image file.

i. A data header shall be imprinted on a single line at the upper left of each image. The header shall cause as little disruption to the image as possible and still be readily legible when printed and/or viewed at full size. The header format shall be as follows:

<table>
<thead>
<tr>
<th>County</th>
<th>Route</th>
<th>CoOrd</th>
<th>Dir</th>
<th>Lane</th>
<th>Year</th>
<th>Milepoint</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALB</td>
<td>787I</td>
<td>01</td>
<td>P</td>
<td>1</td>
<td>2006</td>
<td>123.456</td>
<td>12/15/06  8:30:00</td>
</tr>
</tbody>
</table>
Note: These display fields may be modified or expanded to accommodate the local road network and to integrate better with a new proposed image file naming convention.

j. Brightness control and other parameters controlling image quality shall be fully automatic during collection.

k. Innovative and cost effective methods to minimize the steps and time to transfer images and data from the vehicle to the office server will be considered at the sole discretion of the Department. All data transfer devices or mechanisms must be compatible with the Department’s PC computer environment and protocols for system access.

l. Image files must be sorted and named according to the file naming convention as specified in the RFP and as delivered under this contract. Refer to Section III, Task 3, Section A, item 3 on page 20 of this RFP.

5. Vehicle Computer Systems and Software

a. To ensure against obsolescence, the vendor must guarantee to support the computer system(s) and components, to the degree required to ensure full system functionality, for the duration of the contract. Should industry standards to the point that the hardware and/or software is no longer supportable, vendor agrees to provide and install replacement hardware and/or software, of equal or greater functionality and compatibility.

b. Computers and storage devices must be easily accessible from within the vehicle. The onboard workstation shall be positioned to be accessible from the front passenger positions. A 15 to 17 inch color flat screen monitor shall be provided at the workstation.

c. The onboard computer system shall include all operating, processing and viewing software required for operation of the data collection systems, processing of data and viewing of data and images.

d. All computers and collection systems should be able to be turned on and off from the front operator’s position.

e. The onboard computer system shall also include the latest editions of:
   1. Microsoft Word, Excel and Access
   2. Microsoft Streets and Trips integrated with the onboard GPS system, or a GPS navigation system, such as Garmin, TomTom, etc.

6. On-site Training

a. The Department has several operators experienced with high speed profilers and the processing of data. The vendor shall provide training at the Department offices in Albany, NY for up to 10 staff to familiarize the operators with the details of the equipment and processing procedures unique to the systems provided.

b. A minimum of five (5) printed copies of the equipment user manuals/operator guides shall be provided.

c. Two (2) copies of the Software Users Manual and installation disks shall be provided.
d. Electronic versions (MS Word or Adobe pdf format) of all user manuals and guides shall also be provided.

7. Technical support upgrades and warranty

a. The vendor shall include in the price bid the annual fee for technical telephone support during normal business hours in the Eastern Time Zone as needed by the Department for the duration of the contract.

b. Two (2) complete sets of Users/Service Manuals shall be provided by the vendor, including narratives, drawings and diagrams of components, so that Department personnel can adequately operate and maintain the vehicle and systems.

c. The cost for new software upgrades pertaining to the vehicle technical systems and processing software, including revisions, improvements and new features, for the duration of the contract, shall be included in the price bid for software.

d. All replacement parts for proprietary electronic modules shall be available within 1 week from the manufacturer. Replacement parts shall be compatible with the remaining system components.

e. Except for components covered by standard commercial warranties (e.g., computer, cameras, etc.) or unless specified herein otherwise, all systems, hardware and software shall be warranted to be free from defects in materials and workmanship for a period of at least one (1) year from the date of acceptance. The warranty shall include prompt repair and replacement of parts and the necessary labor and services required to repair the system.

8. Profiler Validation Procedure

The vendor will be required to validate the high speed profiler at delivery according to the procedure specified in Section III – B of this RFP.
1. **Chassis Vehicle** (minimum requirements):

The vehicle required to mount and house the herein-mentioned equipment shall be a new integral chassis cab-van body, customized passenger van or other similar functioning vehicle from the manufacturer's current model year. It is strongly desirable for the van to have ample foot and leg space at the operator’s seat so that the operator can sit in a relaxed and neutral position. It is preferred that the vehicle provide at least a nominal 18 inch x 18 inch level area for foot space at the front passenger position. After-market modification to the seat mounting is discouraged.

All items of standard equipment which are normally provided by the chassis manufacturer and/or body manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book as being required with that option shall be furnished. The chassis and suspension shall be equipped with all available options and modifications to cause the vehicle to ride as smoothly as possible. *The vehicle must meet or exceed all Federal requirements pertaining to safety, health, lighting, noise, emissions, and other applicable regulations and standards in effect at the time of delivery.*

2. **Cab-Chassis Equipment** (shall include but not be limited to the following items):

   a. **Paint Finish**: All surfaces shall be properly prepared by thorough cleaning to remove dirt, grease or slag by chemical means or sand blasting and treating as recommended by the manufacturers of the paint and the equipment. Primer and paint shall be of the highest quality and uniform throughout and shall be properly applied to ensure that no fading, flaking or discoloration will occur during the warranty period. All components of one color shall match perfectly. *All paints shall be lead-free.*

      The entire cab, front and rear bumper (when so equipped with painted finish), hood, fenders, radiator grille, and van body (excluding surfaces of those related components or trim which are offered with a chrome plated finish) shall be Dupont Dulux Chrome Yellow LF6578AH, or equal.

      Additionally, the rear of the vehicle and the rear bumper (excluding chrome finished bumpers) shall be painted with alternate six inch (6") wide blue stripes on the yellow specified previously. The blue paint shall be Dupont Dulux Blue #LF-6014. The width of the stripe shall be measured perpendicular to the length of the stripe. This striping shall slope downward to left (streetside/driver's side of vehicle) side of the vehicle at forty five degree (45\(^\circ\)) angle from horizontal. The stripes shall be nominally spaced at eighteen inch (18") intervals center to center when measured perpendicular to the stripe. This spacing location (relative to overall surface being striped) shall provide the maximum number of full width blue stripes across the vehicle and its bumpers as specified previously herein. Paint and primer shall each be one thousandth of an inch (0. 001 ") (one mil) minimum dry coating.

      The vehicle shall be devoid of advertising and dealer emblems. The application of any vendor logos or markings shall be subject to the prior approval of the Department.
b. **Wheels & Tires:** Tire size and load range, and wheel rim size and design shall be adequate for the vehicle GVWR and shall be as recommended by the manufacturer and listed in the current data book. Front and rear tires shall be RADIAL PLY - ALL SEASON design and of the same size and tread design. Vehicles rated under 10,000 lbs. GVWR shall be equipped with single rear wheels. A standard full size vehicle spare wheel/rim and radial tire, plus a lug wrench(es) suitable for use on all the wheels shall be supplied.

c. **Tire Carrier:** Manufacturer's standard or optional spare tire carrier shall be provided.

4. **Engine/Transmission**

The engine/transmission - horsepower/torque performance must be capable of smoothly propelling the fully loaded vehicle, including maximum electrical power load, air conditioning, on-board equipment, three average size passengers and any other loads expected on the vehicle during normal operation.

The transmission shall be an automatic. *Maximum engine and transmission cooling shall be provided.* Manufacturer's catalog/data book shall confirm this increased cooling (i.e., HD radiator option number provided, data facts for automatic/engine/radiator combination showing radiator, capacity better than a manual transmission/same-engine/radiator combination, etc.).

5. **Air Conditioning**

The vehicle shall be air conditioned (manufacturer's maximum capacity, operator and cargo areas). The air conditioning system must be capable of cooling the cab and cargo area with all electronic equipment running during hot weather with the vehicle in direct sunlight. It has been the Department’s experience that standard vehicle air conditioning systems do not provide sufficient cooling in hot weather when the vehicle is stopped or moving slowly. It is expected that an auxiliary roof-mounted cooling unit (or similar high capacity system) with adjustable output will be required to provide adequate cooling in the cargo area. The type of unit and location shall be subject to the Department’s approval.

6. **Heater**

The heating unit shall be a fresh air type with all controls dash-mounted and with dual built-in-defrosters.

7. **Anti-freeze Protection**

Regardless of delivery date, the vehicle engine shall be protected with permanent type anti-freeze to thirty degrees below Zero Fahrenheit (-30°F).

8. **Fuel Tank**

Manufacturer's standard or optional fuel tank shall be provided. The fuel tank capacity (combined if dual tanks) should be thirty gallons (30 gal.) minimum. Additionally, the tank shall be one-quarter (1/4) full minimum, at point of delivery.

9. **Heat Shield**
When frame-mounted fuel tank(s) is furnished, a heat shield shall be installed between the tank and the exhaust when the two are in close proximity to each other.

10. Power Supply

a. Battery -- The battery(ies) shall be six hundred twenty-five (625) C.C.A. minimum.

b. Alternator -- The alternator shall be heavy duty and of sufficient amperage to meet the power demands of the vehicle/system configuration, including under extended stop and go conditions. Dual alternators meeting system power requirements are acceptable. All necessary converters, power conditioners, monitors, circuit interrupters, etc. shall be included to ensure the power supply remains stable and within the limits required by the components.

c. An auxiliary generating unit shall be included with the vehicle. The generating unit shall be capable of remote starting and stopping from the driver and operator's positions and shall be supplied by a fuel tank(s) filled from outside the vehicle. If the generating unit is supplied from a tank separate from the vehicle fuel supply, the separate tank shall have sufficient capacity to operate the generating unit for at least 16 hours. A method to determine remaining fuel level in the tank shall be provided.

11. Standard Equipment

All items of standard equipment which are normally provided by the chassis manufacturer and the body manufacturer shall be furnished unless such items are expressly deleted or specified to be other than standard. When optional equipment is specified, all components listed in the manufacturer's data book as being required with that option shall be furnished. Cab-chassis equipment shall include, but not necessarily be limited to, the following items:

a. **Jack**: The vehicle shall be provided with a jack which shall be compatible with the vehicle and its equipment, and shall readily enable changing of the tires provided with the unit.

b. **Splash Guards**: Splash guards shall conform to New York State Vehicle and Traffic Law (when required by law) and shall be installed in such a matter as to ensure permanent attachment. *Splash guards shall be devoid of advertising.*

c. **Keys**: Two (2) keys shall be provided for each lock (ignition, doors, glove boxes, etc.).

d. **Hub Caps**: The Manufacturer's standard offering shall be provided.

e. **Exterior Rear View Mirrors**: Mirrors shall be provided on the left and right side of the vehicle. They shall be of sufficient size and location to allow an adequate view to the rear and sides of the vehicle.

12. **Cab**

The cab on the vehicle shall be of integral cab-body design allowing free internal access between the cab and cargo area, with individual driver's and passenger's seats provided. Dome lights shall be provided in the driver/forward passenger (one each) area.

13. Cab/Body:
a. **Seats**: The driver and front passenger seats shall be upgraded “captain” type chairs with high back design and fully adjustable. Adjustments must include leg room, bottom seat height and tilt, and lumbar support. The seats shall have a cloth fabric covering or cloth with vinyl trim covering. All seats must meet all applicable traffic and safety regulations, including seat belts.

b. **Rear Passenger Seat(s)**: At least one additional passenger seat with seat belts shall be provided in the cargo area.

c. **Storage**: At least one storage cabinet shall be installed and securely mounted in the cargo area. The cabinet shall have a useable volume with shelves and/or drawers sufficient to store commonly used tools, small spare parts, manuals, supplies, etc. Drawers shall be provided to store paper, notebooks, pens, etc. Cabinet doors and drawers shall have latches and/or locks to keep contents secured when the vehicle is in motion. Storage cabinet(s) shall be positioned to be readily accessible from inside the cargo area but not interfere with movement of personnel.

d. **Lighting**: The cargo area and rear equipment area shall have additional light assemblies positioned to provide bright lighting in the cargo and work station areas.

e. **Insulation**: The unit shall be insulated throughout the cab and body to provide adequate protection against ambient exterior temperatures. The interior surfaces of the cab/body walls and ceiling shall have a finished appearance.

14. **Sun Visor**

   Sun visors shall be provided on left and right sides of the unit.

15. **Arm Rest**

   Arm rests, left and right sides, shall be provided on the driver and passenger seats.

16. **Floor Mat**

   The unit shall have rubber floor mats throughout the cab and cargo areas.

17. **Windshield Wipers**

   Windshield wipers shall have two (2) speeds, minimum, electric or air powered. Windshield wipers shall have intermittent speed settings when electric powered.

18. **Radio**

   The unit shall be provided with a radio and quality speakers, manufacturer’s standard AM/FM/CD.

19. **Horns**
Manufacturer's standard, or optional, dual electric horns shall be provided. The State may consider a non-RPO horn when the second horn is not available from the vehicle's factory product line. A backing alarm shall be provided when required by law for the vehicle configuration.

20. **Instruments**

Dash mounted and shall include: speedometer and odometer, charge indicator, oil pressure, engine temperature and fuel.

21. **Service Breakers**

Power-assisted service brakes shall be provided.

22. **Steering**

Hydraulic power assist shall be provided. An adjustable position steering wheel shall be provided.

23. **Windows**

The vehicle shall have manufacturer's standard full width front windshield, vented windows in the forward sedan style doors and at least one window in the cargo area on the passenger side (for visibility out the side for the driver). Windows in the cargo area may be fixed or vented.

The vehicle windows shall have tinted glass. This tinting shall be vehicle manufacturer's maximum tint that is in full compliance with New York State vehicle traffic law.

24. **Doors**

The vehicle shall have manufacturer's standard sedan style front side-doors, a door at the curbside cargo loading area, and double or single swing-out rear doors.

25. **Warning Light**

The vehicle shall have flashing amber warning light assemblies mounted on the cab/body sidewalls and/or roof in a configuration that allows direct viewing of at least two lamps in a horizontal plane from all directions around the vehicle. The warning light assemblies type and position are subject to the approval of the Department. The underside of the cab/body roof shall be reinforced, when required, to prevent undue roof flexing due to the weight of the light assembly. Bolts extending into the cab/body shall be flush with nuts. Wiring shall be concealed and protected from abrasion. The warning light assemblies and electronic circuits shall be properly shielded and electronically protected to ensure against interference with a Department provided two-way radio.

The warning light assemblies shall be controlled by a fused circuit, dash mounted switch with pilot light. A Grote #44170, or equal, dash mounted warning light control switch and an integral or adjacent pilot light shall be provided.

26. **Cruise Control Equipment**
The unit shall have the manufacturer's recommended cruise control system.

27. Reflector Kit

Three (3) bidirectional reflective triangles, conforming to Federal Regulations, in a durable, reusable, closed container shall be provided with each unit.

28. Fire Extinguishers

A Halon (or acceptable alternative) fire extinguisher with a minimum 13 pound capacity shall be provided with the vehicle. The fire extinguisher shall be mounted in a location readily accessible from the cab and cargo areas. The mounting location shall not interfere with the normal movement of personnel within the vehicle.

29. Service Accessibility

All periodic servicing functions such as oil and filter changing, battery, radiator and air filter servicing, fan belt adjusting, etc., shall be possible using standard hand tools and without requiring the removal of fixed panels.

30. Shore Power

The vehicle shall be equipped with a shore power hookup using a standard locking marine plug so that the systems can be powered by 120V AC house power. A minimum 25 ft power cord with appropriate outlet fittings shall be provided.
8.22 ATTACHMENT 22: Typical Example of Highway Segments
ATTACHMENT 23: NYSDOT Summary Database File Format

RT_ID - Route ID  Use DOT ID From Master Database
VEHICLE_ID - Use Id for each van i.e. Vehicle1..Vehicle2..etc
RT_ALIGN_NUM - Route Alignment Number  ****  Use value supplied
CNTY_ALIGN_NUM - County Alignment Number  ****  Use value supplied
ID - System parameter  do not use
FILENAME -
COUNTY - County Name
ROUTE - Route number for State System  *** Use Route_Number from Description table
CO_ORD - County Order number
BMP - Beginning Milepoint
EMP - Ending Milepoint
DIR - Direction  **** Use P for Primary   R for Reverse
LANE - Lane  Use 1 for Primary Lane
YRRN - Year Run  **** Use 1/1/YYYY  where
L_IRI -
R_IRI - Profilometer Data Collection Fields
A_IRI -
L_Rut -
L_RUT_MAX -
R_Rut -
R_RUT_MAX -
A_RUT -
A_RUT_MAX -
RUT_DEPTH -
FILE_TYPE - File Type  Use 1 for State system, 2 for Off System
FAULT_MAX -
FAULT_CNT -
XFALL -
GRADE -
RADIUS -
PVTTEMP - Profilometer Data Collection Fields
ELEVATION -
GPS_LAT -
GPS_LONG -
SPEED -
STOP -
RAILROAD -
BRIDGE -
LANE_DEV -
CONSTRU -
LRS_ID - Local Reference ID  **** Use LRS_ID provided
ROAD_NUM -
ROADNAME - Use Name field from Master_Contract_Database table
BEGIN_DESC - Use From field from Master_Contract_Database table
END_DESC - Use To field from Master_Contract_Database table
GPS_LAT_BMP -
GPS_LON_BMP - Profilometer Data Collection Fields
GEOCODE -
MUNI_NAME - IGNORE THESE FIELDS
HPMS_SAMP_NUM -
NHS_DESC -
JURIS_CODE -
GISROUTE -
TRANSVERSE_CRACKING -
FATIGUE_CRACKING -
DATE_COLLECTED
8.24 ATTACHMENT 24: Not Applicable

Not Applicable
The following represents NYSDOT’s infrastructure and preferred standards for both in-house developed applications and commercial off the shelf (COTS) software.

The department’s primary desire is for the COTS product to integrate easily into the existing computing environment by utilizing NYSDOT standard technologies and architecture.

**Network Standards**

1. Redundant Checkpoint Firewalls
2. Redundant Juniper ISG 200/Firewall/VPN Connectivity
3. Redundant F5 Load Balancing LTM (for External Servers/ Application load balancing)
4. Redundant F5 Load Balancing (for Internal Servers/Application load balancing)
5. Cisco switch and router environment in Main Office.
6. Cisco switch environment supporting the Regional Office LANs.
7. Redundant Internet connectivity consists of 1-30 mg circuit and 4- T1’s.
8. Internal client internet access is configured utilizing ISA proxy servers.
9. Hub and spoke environment with Enterprise Data Center in Albany.
10. 10 Regional offices with 100 meg WAN connectivity via NYENET. (New York State private network)
11. Approximately 300 remote sites throughout the state connected via T1, Broadband, or DSL.
12. Wireless Aircards are in use for mobile connectivity.
13. Technical documentation is required including Visio drawing depicting traffic flow and ports/services required for connectivity to be established.

**Server Standards**

NYSDOT supports both Windows and Unix operating systems on its servers.

**Windows Server Standards**

1. Any solution needs to include an LDAP compliant authentication method. This would ensure we do not need to maintain separate authentication information.
2. The application should have the ability to run on a Windows Server operating system platform (currently Windows 2003).

3. The application should run and be supported in a virtual environment, specifically VMWare.

4. If remote or external access is required, we prefer web applications or Citrix capable applications. A Web solution should be evaluated against the OWASP Top 10 Vulnerability and SANS Top 25 Vulnerability lists. Such evaluations can be included and considered in the evaluation process.

5. If client software needs to be installed, we prefer it to be in an MSI format.

6. We operate in a proxy’d environment using Microsoft ISA server, which we have configured to disallow anonymous access.

7. Technical Architecture drawing and description should be provided with any submittals.

**Unix Server Standards**

1. Operating Systems: AIX 5.3.8 and 6.1

2. Enterprise Storage System with SAN and SVC

3. Oracle Application Server Ver. 10.1.2.2 w/SSO and OID LDAP

4. 4 Tiered Application Environment (development, test, Q/A and production)

**Database Standards**

1. Oracle 10g running on Unix is the preferred RDBMS. All in-house development has an Oracle database back end.

2. We do support SQL Server 2000 for COTS (Commercial Off the Shelf) applications.

3. It is preferred that applications are written to use one pooled (shared) database account.

4. We use the shared server/database model for our Oracle databases. To determine if a COTS application is suited to run in this environment, the vendor must provide the following information:
   a. Does the database account which the application uses require DBA privileges?
   b. Does the application use public synonyms?
   c. Is the application written with fully qualified SQL?
   d. Does the application connect to the database using the schema owner account?
e. Does the application require any non-standard database parameter settings?

5. Documentation should be provided regarding how security is handled within the application (authentication and authorization process.)
8.26  ATTACHMENT 26: Requirements for Asset Data Extraction

1. General

   a. Data for assets that appear within the route chainage shall be extracted.

   b. To avoid duplication at intersections, asset data shall be extracted only for assets that apply to the collection route.
      i. Signage data shall be extracted for signs that appear perpendicular to the collection route. Data for signs that appear parallel to collection route shall only be extracted for signs that appear mid-block and cannot be attributed to an intersecting route.
      ii. Data for crosswalks and traffic signals shall be extracted when these assets appear perpendicular to the collection route.
      iii. Data for linear assets (e.g., curbs, medians and sidewalks) shall be extracted when these assets appear parallel to the collection route.

2. One-Way and Undivided Roadways

   Asset data appearing on one-way and undivided roadways shall be extracted from both sides of the roadway.

3. Divided Roadways

   The collection vehicle will be driven in both directions in order to obtain images for assets extraction on divided roadway sections.

4. Assets Located within a Median

   To avoid duplication, assets that appear within a median shall be considered to apply only to the route in the primary direction of travel.

5. Asset Types and Data

   a. Signs
      i. Location: The corner closest to the roadway on the bottom-most sign of the assembly.
      ii. Panel Height: Measurement (ft-in) from the bottom of the bottom-most sign on assembly to the ground.
      iii. Offset: Measurement from base of the main support to the edge of roadway. Overhead signs will have an offset of 0.
      iv. MUTCD Sign Type: Select the sign that matches what is in the catalog.
      v. Sign Text:
      vi. Sign Support Type: Ground Mounted without Foundation, Ground Mounted with Foundation, Overhead, or Other.
vii. Number of Posts: Number of vertical supports or poles that connect the sign to the ground or mounting surface.

viii. Side of Road: Left, Right, Median, Overhead, or Other.

ix. Comments:

b. Guiderails
i. Location: Mark the guiderail at the first and last instance of the terminal. If the guiderail starts or ends on a corner/mid file from another route, the terminal type of “Continuous” shall be used.
ii. Start Location
iii. End Location
iv. Rail Lead Terminal Types: Shop Curve, W-Beam Spade, W-Beam Boxing Glove, W-Beam Turndown, SKT-350, ET-2000, ET-Plus, Box Beam Type 0, Box Beam end assembly, Box Beam WYBET, Box Beam BEAT, Median Box beam A, Cable Anchor Block, React 350, Quad guard, Sand Barrels, Box Beam Pier Protection, Transition from Box Beam to Bridge Rail, Transition from Box Beam to Concrete Barrier, Transition from Box Beam to W-Beam, Transition from Box Beam to Cable Barrier, Continuous, Concrete Cut Slope, or Other.

v. Rail Type: 3-Strand Cable Barrier, Box Beam Barrier, Rusticated Box Beam Barrier, Painted/ Powder Coated Box Beam Barrier, W-Beam Barrier, W-Beam Median Barrier, Concrete NJ Shape Barrier, Concrete Single Slope Barrier, Thrie Beam Barrier, Timber Barrier, or Other.
vi. Rail Post Material: Steel, Wood, Concrete, None, or Other.

vii. Blocking Material: Steel, Wood, Plastic, Other, or None.

viii. Rail Lead Terminal Types: Shop Curve, W-Beam Spade, W-Beam Boxing Glove, W-Beam Turndown, SKT-350, ET-2000, ET-Plus, Box Beam Type 0, Box Beam end assembly, Box Beam WYBET, Box Beam BEAT, median Box beam A, Cable Anchor Block, React 350, Quad guard, Sand Barrels, Box Beam Pier Protection, Transition from Box Beam to Bridge Rail, Transition from Box Beam to Concrete Barrier, Transition from Box Beam to W-Beam, Transition from Box Beam to Cable Barrier, Continuous, Concrete Cut Slope, or Other.

ix. Side of Road: Left, Right, or Median.

x. Condition: List of Values (Major Defects) and Location

c. Sidewalk: Data shall be extracted where sidewalk exists within the right-of-way (20 feet or less from the roadway’s edge or shoulder). Sidewalk with damaged sections shall not be considered discontinuous and shall be measured as if the damaged sidewalk existed. Sidewalk missing sections due to unfinished construction shall be considered discontinuous.

i. Location: Mark the sidewalk at the first and last instance.

ii. Start Location: Where the sidewalk first becomes visible or can be distinguished in cases of overgrown foliage.

iii. End Location

iv. Width at Start:

v. Side of Road: Left, Right, or Median.

vi. Condition: Rating

vii. Comments

d. ADA Ramps: Follow extraction rule for Signs in (2)(b)(i) to avoid duplications.

i. Location: Mark the ramps at the ramp’s bottom corner which is closest to the ARAN.

ii. Side of Road: Left, Right, or Median.

iii. Condition: Rating
e. Catch Basins:
   i. Side of Road: Left, Right, or Median.
   ii. Type: List of Values

f. Drainage Ditches:
   i. Start Location
   ii. End Location
   iii. Material: Exposed (Earth), Grass Lined, Stone Lined, Paved, Standing Water, or Other.
   iv. Side of Road: Left, Right, or Median.

g. Noise Walls:
   i. Start Location
   ii. End Location
   iii. Material Type: Precast Concrete, Berm, Block, Cast in Place Concrete, Brick, Metal, Wood,
       Fiberglass, Combination, Plastic Transparent, Plastic Opaque, Plastic Other, or Other.
   iv. Access Door: Yes or No
   v. Side of Road: Left or Right
   vi. Condition: List of Values (Major Defects) and Location

h. Rumble Strips:
   i. Start Location
   ii. End Location
   iii. Side of Road: Left or Right.
   iv. Type: Centerline Rumble Strips or Edgeline Rumble Strip.

i. Signals:
   i. Location:
   ii. Type: Signal or Flasher
   iii. Head Type: Single Section Signal Head, Two Section Signal Head, Three Section Signal. Head,
       Four Section Signal Head, Five Section Signal Head.
   iv. Sign on Structure: Yes or No.
   v. Support Type: Strain Pole, Mast Arm, Pedestrian Pole, or Other.
   vi. Pedestrians Head Location: Top Mount, Left Mount, Right Mount, or N/A.
   vii. Orientation: Compass Heading
   viii. Cabinet Mounting Type: Ground or Pole
   ix. Tethered: Yes or No
   x. Advance Flasher Sign: Yes or No
   xi. Comments:

j. Bridge Deck:
   i. Start Location
   ii. End Location
   iii. Comments

k. Pavement:
   i. Start Location
   ii. End Location
iii. Width: Measurement (ft) of the ARAN travel lane. Painted lines shall be used for the measurement if they are present. If a painted edge line is not present, the measurement shall be to the edge of the pavement. If the roadway has no painted lines, the measurement shall be the width of the entire section and noted as such in the Comments field.

iv. Through Lanes: Number
v. Left Turn Lanes: Number
vi. Right Turn Lanes: Number
vii. Center Turn Lanes in the Primary Direction: Number
viii. Acceleration Lane: Yes or No
ix. Deceleration Lane: Yes or No
x. Continuous Acceleration or Deceleration Lane: Yes or No
xi. Bike Lane: Yes or No
xii. HOV Lane: Yes or No
xiii. Comments

l. Paved Shoulders: Data shall be extracted for paved shoulders on the right-side of the roadway in the direction of travel. For one-way and divided roadways, data shall be extracted on both sides of the roadway. Bike lanes and areas between traffic lanes and parking shall not be extracted. A change in width of one foot or more shall be considered the End Location of the asset and the Start Location of a new asset.

i. Start Location
ii. End Location
iii. Width at Start Location: Painted lines shall be used as the beginning of the measurement if present. If a painted edge line is not present, the longitudinal joint between the shoulder and travel lane shall be used. In cases where a guiderail is present, the measurement shall be to the guiderail; otherwise, measurement shall be to the edge of the pavement. Width shall not be recorded if it is less than one foot.
iv. Side of Road: Left, Right, or Median.
v. Comments

m. Retaining Walls:

i. Start Location
ii. End Location
iii. Type: Concrete Crib Wall, Concrete Wall, Gabion Wall, Geocell Wall, Gravity Wall, GRSS Wall, Laid up Stone Wall, Metal Bin Wall, Settlement Wall, Reinforced Earth Wall, Rockery Wall, Segmented Block Wall, Soldier Pile and Lagging, T-Wall, or Other.
iv. Condition: List of Values (Major Defects) and Location
v. Side of Road: Left, Right, or Median.

n. Medians: To avoid duplication, data shall only be extracted in the primary direction. A change in Median Type shall be considered the End Location of the median and the Start Location of an additional median.

i. Start Location: Shall be recorded at the point where the curve of the fillet ends.
ii. End Location: Shall be recorded at the point where the curve of the fillet begins.
iii. Width (one – fifty ft): Painted striping shall be used for measurement if it is present. If painted striping is not present, the measurement shall be from the edge of the pavement. Medians with a width greater than fifty feet shall be noted as such in Comments field.
iv. Median Type(s): 1 - None, 2 - Unprotected, 3 - Curbed, 4 - Positive Barrier Unspecified, 5 - Positive Barrier Flexible, 6 - Positive Barrier Semi Rigid, 7 - Positive Barrier Rigid, 8 - Continuous Center Turn Lane, 9 - Flush/Paved, 10 - Other.

v. Comments

o. On Route Parking: Parking areas that are identified through signage, striping or parking meters shall be extracted if the parking is in the direction of travel (parallel or angled). Perpendicular parking shall not be extracted. A parking area is considered to be continuous through a driveway if there is a parking area immediately after the driveway.

i. Start Location

ii. End Location

Side of Road: Left, Right, or Median
### Pavement Rating Protocols*

<table>
<thead>
<tr>
<th>Automated (ACP)</th>
<th>Manual (JCP)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transverse Cracking (Trans)</strong> - Rated as a crack length. Transverse cracks extend across the pavement at approximately right angles to the pavement centerline. Only to be rated if at least 12 inches long (1ft, 0.3m)</td>
<td><strong>Cracked Slab (CRK_Slab)</strong> - Rated as a count per slab. A slab is considered to be cracked if there is any one crack at least 12 inches long (1ft, 0.3m)</td>
</tr>
<tr>
<td><strong>Longitudinal Cracking (LONG_RE)(LONG_C)(LONG_LE)(Long_RWP)(Long_LWP)</strong> - Rated as crack length. Cracks running parallel to the Centerline of the road. Any Fatigue that is outside the WP will be reported as part of the LONG cracking. Only to be rated if at least 12 inches long (1ft, 0.3m)</td>
<td><strong>Midslab Crack/JCP Transverse cracking (CRK_Mid)</strong> - Rated as a count per slab. A midslab crack is a transverse crack that occurs between the slab joints. Midslab cracks commonly occur approximately midway between the joints, with subsequent “quarter slab” cracks sometimes developing on longer half-slabs. The reported value is the summed length of all transverse cracks occurring between (but not at) the joints. Not to be counted are slab cracks that have been repaired with functioning (load transfer) dowel bar retrofits.</td>
</tr>
<tr>
<td><strong>Fatigue/Patterned Cracking(FAT_RWP)(FAT_LWP)(FAT_RE)(FAT_C)(Fat_LE)</strong> - Rated as a crack area. Interconnected cracks with a chicken wire pattern.</td>
<td><strong>Spalled Slab(SPL_Slab)</strong> - Rated as a count per slab. Spalled Slab we are looking to identify high-mesh-induced pop-outs. These typically are shallow, round holes on the surface of the pavement and are independent of distress at the joint or midslab crack. It probably would be more clear if we called this “percent spalled slabs.” A slab is considered to be spalled when one or more spalls are present.</td>
</tr>
</tbody>
</table>

#### Automated (ACP)

<table>
<thead>
<tr>
<th>Severity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOW</td>
<td>single tight crack &lt;1/4” or well-performing sealed cracks (0.00635m)</td>
</tr>
<tr>
<td>Moderate</td>
<td>single crack &gt;1/4” and &lt;3/4” or 1-2 secondary cracks (0.00635m-0.01905m)</td>
</tr>
<tr>
<td>High</td>
<td>more than two secondary cracks or &gt; 3/4”in. (0.01905m)</td>
</tr>
</tbody>
</table>

#### Manual (JCP)

<table>
<thead>
<tr>
<th>Severity</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>LOW</td>
<td>ALL</td>
</tr>
<tr>
<td>Moderate</td>
<td>ALL</td>
</tr>
</tbody>
</table>

#### Consider a spall at a midslab crack to be part of the midslab crack

<table>
<thead>
<tr>
<th>Severity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOW</td>
<td>Low</td>
</tr>
<tr>
<td>Moderate</td>
<td>Moderate</td>
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<tr>
<td></td>
<td></td>
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<tr>
<td>----------------</td>
<td>----------------</td>
</tr>
<tr>
<td><strong>High</strong></td>
<td><strong>High</strong></td>
</tr>
<tr>
<td>Count only spalls not associated with a joint or midslab crack as a spall.</td>
<td></td>
</tr>
</tbody>
</table>

**D Cracking (Dcrack) - Rated** as a count per joint. D cracking can be defined as closely spaced crescent shaped hairline cracking pattern. It occurs adjacent to joints, initiating in slab corners.

| **Low** | **Low** | tight cracks, no patches or loose pieces |
| **Moderate** | **Moderate** | some loose pieces |
| **High** | **High** | frequent loose pieces with holes or patches |

**Cracked Joint (CRK_JNT) - Rated** as a count per slab. A cracked joint can be considered to be the following, corner cracking, corner spalling, spalled joint, sealed spalled joint ONLY if the sealant is failing. Also to be rated if there is a crack less than 1 foot (0.3m) to the joint. This applies to both trans and long joints.

| **LOW** | **ALL** | One severity only |

**Joint Count (JNT_CNT) - Rated** as a count. Every joint should have a joint count.

| **LOW** | **ALL** | One severity only |

**Widening drop-off (EdgeDropOff) -** Rated as a length. Distress found at the edge of the pavement or up to 24” into the driving lane due to the widening of the roadway. If the drop off is in the wheelpath, do not also classify as fatigue cracking

| **LOW** | **Low** | less than 3/8” |
| **HIGH** | **High** | greater than 3/8” |

**Patching (Patching) -** Rated as an area. • Portion of pavement surface that has been removed and replaced or additional material applied to the pavement after original construction. • Severity – Low: < 0.1 Square yard; Moderate: > 0.1 square yard and 0.8 square yard; High: > 0.8 square yard. • Large patches, > 15 square yards, such as skim patches or spot patches shall be rated for condition as the surrounding pavement. • Patches that are sawcut and boxed out in straight or clean lines are considered permanent repairs and shall not be considered a patch or distress. If there is distress present on these type patches, then rate the distress as the original pavement.

| **LOW** | **Low** | Presence of patching |

**Potholes (Pothole) -** Rated as an area. • Bowl shaped holes or depressions of various sizes in the pavement surface. • Minimum plan dimension of 3” to be considered a pothole.

| **Low** | **Low** | less than 1” deep |
| **Moderate** | **Moderate** | 1” to 2 ” deep |
| **High** | **High** | greater than 2” deep |

**Delamination (Delamination) - Rated** as an area. • Occurs when the bond fails between the top layer of pavement and the underlying layer of pavement. Pieces of the pavement may peel off or pop out, creating shallow holes that can become quite large in area. • Distress occurs on AC and AC over PCC pavements.

<p>| <strong>Low</strong> | x | x |
| <strong>Moderate</strong> | x | x |
| <strong>High</strong> | <strong>High</strong> | Use High ONLY |</p>
<table>
<thead>
<tr>
<th>Bridges</th>
<th>Distress is to be rated on all bridges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patching</td>
<td>Distress is to be rated on all patching</td>
</tr>
<tr>
<td>Seams (acp)</td>
<td>Are to be considered longitudinal cracks</td>
</tr>
<tr>
<td><strong>Classification</strong></td>
<td>To be classified as long and trans only. Density will be used to determine the location of fatigue pattern, and will be identified at the rating stage. A density of .8 is used to calculate the gator.</td>
</tr>
</tbody>
</table>

*these protocols are subject to change at the discretion of NYSDOT*