NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS (ORIGINAL)
Highway Oversize/Overweight Credentialing System (HOOCS) Services for NYSDOT
Contract #C030786

Questions and Answers

UNOFFICIAL

(NOTE: Official Q&A will be made public for Re-Release Version of HOOCS RFP – This Q&A Version being released to assist Interested Parties pose questions for the Re-Released Version of the HOOSC RFP)

RFP MAIN BODY:

Question 1: How much Federal budget is approved and for what period of time is the budget authorized?
Answer 1: It is not NYSDOT’s practice to release information regarding a project’s budget being progressed via competitive selection of a consultant. Any federal-aid participating in this project will be obligated shortly after contract negotiation is completed (during the first portion of contract execution) and the duration or term of federal-aid participation will be established at that time.

Question 2: Will vendors be permitted to ask any subsequent questions that might be generated from answers posted by the state after the July 17th questions deadline?
Answer 2: Yes, as the RFP’s cover letter and RFP Section 6.4 state: ‘A second Q&A round may be possible’. In consideration of all questions received thus far, NYSDOT has opened a second round of questions.

Question 3: Due to the thorough and complex nature of this RFP, would it be possible to grant an extension to the due date of at least 3 weeks? 8 weeks?
Answer 3: NYSDOT is granting a 5 week extension to the due date for proposal submission. The extended proposal due date is September 13, 2013 @ 2:00 PM ET 2013.

Question 4: NYDOT is very clear on the requirement for a COTS-based solution, however the RFP also includes a very extensive set of NYDOT specific
requirements. Has the State considered compromising NYDOT specific requirements in order to reap the full benefits of a COTS implementation?

**Answer 4:** The RFP’s specifications remain unchanged, and interested firms are encouraged to offer a complete solution which addresses all of the RFP’s requirements. An offered solution which does not meet specific RFP requirement(s) may be downgraded during proposal evaluation as not meeting the RFP requirement(s). However, a firm may offer alternative solutions for NYSDOT’s consideration (which NYSDOT has no obligation to consider); NYSDOT is obligated to review proposals against the RFP’s published requirements. While a COTS-based solution is desired, the Department does realize that some configuration is necessary. Any requirements not met would be evaluated during the technical review process and scored accordingly.

**Question 5:** Will NYSDOT consider proposals that outline a different set of project management protocols, particularly if they designed to accelerate the project schedule and reduce the overall project cost?

**Answer 5:** The RFP’s project management requirements remain unchanged, and interested firms are encouraged to offer a complete solution which addresses all of the RFP’s requirements. An offered solution which does not meet specific RFP requirement(s) may be downgraded during proposal evaluation as not meeting the RFP requirement(s). However, a firm may offer alternative solutions for NYSDOT’s consideration (which NYSDOT has no obligation to consider); NYSDOT is obligated to review proposals against the RFP’s published requirements. If a firm offers a solution which leads to a change in proposed costs, then its cost proposal also needs to be carefully and accordingly partitioned.

**Question 6:** May a vendor reply with a non-standard proposal for a Commercial off the Shelf (COTS) solution? A proposal oriented on what a vendor can deliver in 12 months compared to a proposal that address the 500+ COTS and Custom requirements in NYDOT’s RFP?

**Answer 6:** The RFP’s requirements remain unchanged, and interested firms are encouraged to offer a complete solution which addresses all of the RFP’s requirements. An offered solution which does not meet specific RFP requirement(s) may be downgraded during proposal evaluation as not meeting the RFP requirement(s). However, a firm may offer an alternative proposal (submit a second, complete proposal in two parts) for NYSDOT’s additional consideration (NYSDOT is obligated to independently consider both).

**Question 7:** Please describe in detail the contents of a “Conflict of Interest Management Plan” that is required if a vendor is awarded both the HOOCS system project and the Permit Office Staffing project.
Answer 7: NYSDOT shall require of the selected HOOCS Consultant that should the same firm also be awarded the CPO Staff Augmentation contract #C031103, that the HOOCS Consultant propose a Conflict of Interest Management Plan for NYSDOT review and approval. Any firm competing for both contract awards needs to be made aware of this potential situation.

Question 8: Are there workflow diagrams that show the specific workflow / process between the various NYSDOT and non-NYSDOT offices and agencies involved in the overall process?

Answer 8: These diagrams do not exist at this time. NYSDOT’s current system sends permit information to NYCDOT’s permit system. NYCDOT issues their own permits using their system while NYSDOT issues its permits separately. NYSDOT does not receive any information from NYCDOT. NYSDOT does not currently share permit information with any other agencies as procedures, processes or workflows have yet to be established. In addition, the One Stop Credentialing and Registration (OSCAR) system operated and maintained by the NYS Department of Tax and Finance allows enrolled OSCAR customers the ability to access the NYS Department of Transportation’s permit system to order Special Hauling Permits (with the exception of credit card transactions, no processing takes place in the OSCAR website). Once NYSDOT’s Central Permits Office evaluates and analyzes a permit request, the response is sent to the customer. The new system shall be capable of interfacing with the OSCAR system for both Special Hauling and Divisible Load permits.

Question 9: RFP Section 1.3.2: A) Must the solution be based on / be compatible with Oracle WebLogic Server / SOA? B) What integration capabilities will this solution be required to offer in the future? C) What turn/maneuver information presently exists?

Answer 9: A) & B): Refer to RFP Requirements 3.6.3.2.0-1 through 3.6.3.2.0-9, inclusive. C) Turn/maneuver information does not currently exist. Based upon their expertise, NYSDOT is open to suggestion from the Vendor on how these could be applied.

Question 10: RFP Section 2.1: A): What is required in the document management system being able to interface with other document management solutions? B): Regarding this quote: “…transportation agencies include, but are not limited to…” – how many other total agencies may be required to be part of the proposed solution? What permitting requirements will each agency have? C): What additional fees will be allowed to ensure the proper agency integration / deployment?

Answer 10: A): Refer to RFP Requirements 3.6.2.5.0-1 and 3.6.2.5.0-2. B): Potential transportation agencies are noted on Page 14 of the RFP.
The State does not know what agencies potentially would eventually be integrated into HOOCS. NYSDOT’s current system only transmits data to NYCDOT. NYSDOT has not yet expanded this to other agencies nor is NYSDOT receiving any permit information from other agencies. The ability to incorporate these agencies would have to be present but it is likely more work would have to be done if and when this takes place. C): The RFP instructs vendors to propose costs for all aspects of its proposal, including any additional fees associated with proposed solution services.

**Question 11:** RFP Section 2.1.1 indicates that: “The Regulatory Compliance feature is an additional component for which the offeror must propose a solution (technical and cost) but which NYSDOT is not obligated to purchase.” Attachment 8; Cost of Services worksheet contains a separate section for Regulatory Compliance. This section seems to imply that the Regulatory Compliance requirements must be treated as a separate project with its own set of deliverables and payments. Can this be addressed as a lump sum optional line item pending a decision to purchase? If NYSDOT purchases the Regulatory Compliance feature will this feature be implemented in parallel or will this feature be implemented on a separate schedule?

**Answer 11:** NYSDOT may or may not opt to purchase the Regulatory Compliance feature (to be decided either during contract negotiations or after contract approval via side letter). For a proposal to be responsive, a firm must propose their best solution for integrating this feature into the overall HOOCS Implementation Plan, or offer an alternative approach. Firms are required to propose an approach and offer a scope of service to provide Regulatory Compliance services (a separate but related project is a good description; ready to go from day one or on day ‘n’). Costs for contingency services shall be measured as a function of competitively bid rates by title times a prescribed block of time.

**Question 12:** A): RFP Section 3.1; page 18 states that the Consultant must adhere to the New York State Project Management Guidebook Release 2 for its project management methodology. The New York State Project Management Guidebook Release 2 methodology contains additional process outputs/deliverables that are not necessarily identified as deliverables within the RFP. Is the Consultant required to provide all outputs for each Project Management process as defined in the NYS PM Guidebook? B): RFP Section 3.1 page 18 states that: “All systems and services provided under the resulting contract must be consistent with state and federal laws and regulations.” Please provide the link to any required State and Federal laws and regulations that pertain to this procurement.

**Answer 12:** A): Vendors should consider the HOOCS’ RFP and its requirements and deliverables as taking precedence over deliverables or processes in
the New York State Project Management Guidebook, Release 2. B): The laws and regulations referenced pertain to the issuance of OS/OW permits and are available on NYSDOT’s website via: https://www.dot.ny.gov/nypermits.

Question 13: RFP sections 3.4 and 4.4 requires that vendors address every item in Section 3; however there are tables in Section 3 that do not appear as if they require a response, and instead appear to be a list of items the vendor is to provide after award. Please clarify what is expected as a response for the tables provided in this section.

Answer 13: While the question is not specific, taking Table 1 as an example: Table 1 provides information which the selected Consultant shall be responsible for after start of the project. NYSDOT expects a proposer to be more than aware of these requirements but to discuss these project features in their proposed approach and scope of services, where applicable. The same can be said regarding Table 2, which describe Consultant-delivered project planning activities required after contract approval.

Question 14: Section 3.4.3.5 of the RFP document indicates that: “...it is expected that automated and manual data cleaning will need to occur.” Does NYSDOT require that the selected Consultant perform manual and automated data cleansing or will NYSDOT personnel be responsible for this effort?

Answer 14: The selected Consultant shall assist NYSDOT to migrate and cleanse data using NYSDOT approved scripts (among other related duties). The Consultant is responsible for performing these duties under NYSDOT guidance and supervision.

Question 15: RFP Section 3.4.3.6, page 37 states: “The Consultant shall propose all expenses related to the provision of the training (excepting costs associated with agent travel to the training location).” Attachment 8; Cost Proposal appears to accommodate the expenses within the “Cost of Services tab” which appears to be contradictory to Section 3.4.3.6. How are travel expenses for training to be addressed within the proposal response?

Answer 15: It is NYSDOT’s policy to reimburse its consultant for directed travel (travel in direct support of service delivery) and not for commuting costs. To be acceptable, a proposer needs to identify what and why travel is necessary to deliver requested training.

Question 16: Object Number: 3.6.1.1.2.0-3, ID 338: Wherever possible, the system shall verify that submitted permit information matches known information. Please provide a list of data sources and data items for “known information” that the permit system should use to verify submitted data.

Answer 16: This feature is desired to ensure that data is consistent when customers renew permits or use existing equipment on new permits. For
example, truck and trailer axle data should not change from year to year. Data sources would include: power unit axle ratings, power unit axle spacings, power unit vehicle weight ratings, trailer axle ratings, trailer axle spacings, trailer vehicle weight ratings, and trailer length.

**Question 17:** Object Number: 3.6.1.2.0-6, ID 329: The system shall provide the ability to validate registration information for certified escorts with the appropriate Department of Motor Vehicles (DMV). Please provide detailed information on the interface/web service required to complete this validation.

**Answer 17:** There is no interface set up at this time. DMV can provide an Excel spreadsheet with the relevant information. The intent of this requirement is to ensure the HOOCS system has the ability to interface with the DMV at a future date. It is expected that some additional work would have to be done at that time.

**Question 18:** Object Number: 3.6.1.6.0-5, ID 585: The system shall enable customers to amend their permit applications in accordance with business rules. Please provide the business rules for when a permit may be amended and what fields can be amended.

**Answer 18:** Business rules on when permits may be amended and what fields can be amended are attached (as new HOOCS RFP Attachment 21).

**Question 19:** Object Number: 3.6.1.3.0-3, ID 952: The system shall calculate the minimum turn radius for the vehicle defined in the permit application. Please provide the formula you’d like the vendor to use to calculate the minimum turn radius along with any variants that should be included in the calculation.

**Answer 19:** NYSDOT does not have a formula at the present time.

**Question 20:** Object Number: 3.6.1.5.1.0-12, ID 1465: The system shall enable authorized users to mark an account as a municipality account. Please describe the attributes of a “Municipality Account”. What functions can this account perform that can not be performed by other accounts?

**Answer 20:** There are two differences between municipal accounts and regular carrier accounts. NYSDOT does not charge municipalities permit fees, and a DOT number is not required for a municipality to apply for a permit. All other account functionality is the same.

**Question 21:** Object Number: 3.6.1.6.1.0-6, ID 491: The system shall enable users to pre-fund their account using Electronic Funds Transfer (EFT). Will NYSDOT provide web services for interface with EFT processes? If so, please describe those web services.

**Answer 21:** Presently, NYSDOT does not accept EFT’s. The HOOCS RFP has this requirement in case NYSDOT wanted to accept this form of payment.
in the future. The procedure or required interfaces will be provided at that time.

**Question 22:** Object Number: 3.6.1.6.3.0-9, ID 441: The system shall provide an interface to a third-party service for the validation of credit card payments. Does NYSDOT currently have a preferred credit card vendor or is NYSDOT asking the vendor to supply the credit card processor?

**Answer 22:** At this time, NYSDOT’s system only interfaces with DMV via OSCAR. The window point of sale machine and the website credit card application are separate. NYSDOT enters credit card transactions from these into our system manually. Credit card payments are currently processed via the NYS Department of Motor Vehicles. Per NYSDOT HOOCS RFP, the vendor does not have to supply the credit card processor. The system will have to interface with NYSDMV.

**Question 23:** Object Number: 3.6.1.6.6.0-3 ID: 474 - The system shall enable printing any required data elements on each payment instrument, application, and any other required document. Will NYSDOT supply the appropriate printers to accomplish this task or will the vendor be required to supply printing hardware?

**Answer 23:** No printers or any other hardware needs to be supplied by the vendor – NYSDOT shall supply any and all printers. The intent of the requirement is to give the customers the ability to print these documents in a printer-friendly format. The vendor’s solution must provide a printing function.

**Question 24:** Object Number: 3.6.3.5.3.0-4 ID: 204 - The system shall scan all external file transfers for viruses before accepting them into the data repository. Will NYSDOT provide the required virus scanning software and interfaces that will be used to scan files before they are accepted into the data repository?

**Answer 24:** Virus scanning and interfaces required to protect data will be dependent upon the vendor’s proposed solution and approach.

**Question 25:** RFP Section 4.3 page 50 last bullet: are the words to be included “NYSDOT HOOCS Technical Proposal C030786” correct? Should ‘Technical’ be changed to ‘Cost’?

**Answer 25:** RFP Section 4.3 page 50 last bullet is incorrect and should be worded: “NYSDOT HOOCS Cost Proposal C030786”.

**Question 26:** RFP Section 4.4, third paragraph, states “Failure to meet any Mandatory requirement shall go through a confirmation process.” Is this sentence correct?
Answer 26: “Failure to meet any Mandatory requirement shall go through a confirmation process” is a correct sentence. NYSDOT has a process it follows to verify if indeed a mandatory requirement has been failed.

Question 27: Is Object Number 4.5.1.3.0-4 in Table 16 optional? It states that it is necessary but the description say that a proposal “may include…”

Answer 27: This requirement, which reads: “The proposer’s experience description shall include information about its history working with the proposed subconsultants (e.g., nature of relationship, number of engagements worked together, duration of engagements, budget of engagements, percent split between firms), including past experience with meeting contractual DBE or similar goals” is only optional if only a firm proposes with no subconsultants. Such a response implies that no DBE subconsultant has been offered, that the 18% DBE goal has not been met, and that an acceptable Good Faith Effort (GFE) has been conducted and documented subject to NYSDOT’s acceptance (a proposal with an unacceptable GFE may be dismissed from further consideration). It is up to each proposing firm to submit a fully responsive proposal which meets all of the RFP’s requirements.

Question 28: RFP Section 4.5.3.0-7: Pg. 11: Mandatory / Necessary requirements — can details about the required case study be provided? Is there a sample?

Answer 28: The case study should describe how the vendor provided training to a customer or customers on the use of their HOOCS solution. At a minimum, the case study should:

- Profile a similar engagement where the vendor has provided customized, role-based user training.
- Describe the training need and training audience.
- Describe the instructional content and instructional delivery method (web, computer-based, self-paced).

The case study should also provide other relevant information about how the vendor solved a training problem.

Question 29: RFP Section 4.5.3.1.0-3: Are all of these technical / architecture documents required as part of the initial proposal or as part of the project work?

Answer 29: RFP Section 4.5.3.1.0-3’s requirements are required as part of the initial proposal. NYSDOT needs to gage a consultant qualifications and abilities in these areas.

Question 30: RFP Section 4.5.3.2.0-5: Will the sample data provide just routing data or everything about the existing permitting system too? We cannot create mappings without a detailed understanding of all systems. Does this mapping need to be provided as part of the proposal or project work?

Answer 30: The Sample Data does not represent all data in the existing permitting system. The Sample Data includes representative GIS data that
NYSDOT intends to use for the routing and restriction management functionality in the RFP/resulting HOOCS System. It is up to each consultant to figure out, considering its business models, how to optimally respond to each RFP requirement such that NYSDOT can gauge the proposer’s degree of ability and qualifications.

**ATTACHMENT 1 Draft Contract:**

**Question 31:** Can the definition of "Consultant-Owned Software" be changed to read: means Software developed and owned by the Consultant or its subconsultants or subcontractors which either pre-exists, or whose development is not funded by this agreement, that is used as part of the HOOCS Software. To the extent that the software is both Consultant-Owned Software and Third-Party Off-The-Shelf Software, then the provisions of this Agreement relating to Consultant-Owned Software shall apply and prevail over contrary or additional provisions related to Commercial-Off-The-Shelf Software unless it is expressly provided otherwise?

**Answer 31:** In Article 3 Definitions, the definition of ‘Consultant-Owned Software’ remains unchanged. It is recommended reading this definition in conjunction with Article 10.2 Consultant Owned Software.

**Question 32:** Can the definition of "New Version" be changed to read: shall mean a new release of Software, other than enhancements, Maintenance Releases or modifications, tailoring and/or customization resulting from Integration Services, or a new option not previously available which add to any Software significant new features, functions or capabilities or significant improvements in performance. Such new Release/option shall be deemed a New Version rather than a Maintenance Release only if and so long as Consultant continues to maintain, enhance and market the Software without such new release/option and generally charges its maintenance clients an additional charge?

**Answer 32:** NYSDOT accepts this change.

**Question 33:** Can the Change the definition of "Open Source Software" be changed to read: shall mean any software obtained under a license that permits materially unrestricted use, modification, and redistribution in modified or unmodified form. A subset of open source licenses also require that redistribution (in modified or unmodified form) be accompanied by the corresponding source code.?

**Answer 33:** The definition of ‘Open-Source Software’ remains unchanged. The requested change adds the word “materially” without clarifying its definition or use, so its application is unclear.

**Question 34:** Can the section titled ‘NYSDOT Project Management’ be changed to read: The work of the Project shall be performed under the program direction
and contract administration of NYSDOT. NYSDOT shall have a Project Director, who may be an employee of another public agency, acting as a representative of NYSDOT. Subject to the overall supervision of and accountability to the Program Manager, the Project Director is Consultant's day to day contact for: ensuring performance of the work within the Scope of Services and the Project Budget; coordination with the Program Manager, processing of payment requisitions; and, the initiation and coordination of review of any changes to the Contract Documents. The Project Director is not the NYSDOT contracting officer, however. Any amendment to the Contract Documents requires an amended or supplemental agreement signed by the NYSDOT contract officer.

**Answer 34:** Section 4.3 of the Draft Contract remains unchanged.

**Question 35:** Can ‘Consultant Personnel Changes’ be changed to read: Any change of Consultant key personnel by the CONSULTANT shall be subject to the prior written approval of the STATE and are subject to NYSDOT’s Consultant personnel change process?

**Answer 35:** Draft Contract Section 4.4.2 ‘Consultant Personnel Changes’ remains unchanged. To quote RFP Section 3.1 Page 18: “NYSDOT reserves the right to approve the replacement of key personnel (project leadership; who may have responsibility with the HOOCS project) as well as all proposed Consultant personnel.” Therefore, all Consultant personnel changes are subject to NYSDOT review and approval.

**Question 36:** Can Insurance 9.A.1 1. Coverage Types and Policy Limits be changed to read: The types of coverage and policy limits required from the Consultant are specified in subarticle B below. Insurance shall apply separately on a per-job or per-project basis?

**Answer 36:** NYSDOT accepts this change.

**Question 37:** Can Insurance 9.A.3 be changed to read “thirty days” instead of “thirty work days”?

**Answer 37:** NYSDOT accepts this change.

**Question 38:** Can Modify Primary Coverage in Section 9 be changed to read: All insurance policies, excepting workers’ compensation and professional liability insurance, shall provide that the required coverage be primary as to any other insurance that may be available to the Department for any claim arising from the Consultant’s Work under this contract, or as a result of the Consultant’s activities?

**Answer 38:** NYSDOT accepts this change.

**Question 39:** Can Modify Waiver of Subrogation in Section 9 be changed to read: As to every type and form of insurance coverage required from the Consultant except professional liability insurance, 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?

Answer 39: NYSDOT accepts this change.

Question 40: Can Modify Policy Renewal/Expiration in Section 9 be changed to read: At least thirty (30) days Prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Department than the expiring policies shall be delivered to the Department—in the manner required for service of notice in subdivision (A)(3) above?

Answer 40: NYSDOT accepts this change.

Question 41: Can Modify Self-Insured Retention/Deductibles in Section 9 be changed to read: Self insured retentions and deductibles shall be approved by NYSDOT which approval shall not be unreasonably withheld. Consultants utilizing self insurance programs are required to provide a description of the program for Department approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. Except as may be specifically provided in the Contract Documents of a particular project, Consultant administered insurance deductible shall be limited to the amount of the bid deposit or $100,000, whichever is less. Security is not required if it is otherwise provided to an administrator for an approved risk management program. The Department will not accept a self insured retention program without security being posted to assure payment of both the self insured retention limit and the cost of adjusting claims. The Consultant shall be solely responsible for all claim expense and loss payments within any permitted deductible or self insured retention. If the Consultant’s deductible in a self administered program exceeds the amount of the bid deposit, the Consultant shall furnish an irrevocable Letter of Credit as collateral to guarantee its obligations. Such Letter of Credit or other collateral as may be approved by Department must be issued by a guarantor or surety with an AM Best Company rating of “A minus” or higher. If, at any time during the term of this agreement, the Department, in its sole discretion, determines that the Consultant is not paying its deductible, it may require the Consultant to collateralize all or any part of the deductible or self insured retention on any or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the Consultant.

Answer 41: NYSDOT accepts this change.

Question 42: Can Modify Subconsultants’ Insurance in Section 9 be changed to read: In the event that any portion of the work described in this contract is performed by an approved subcontractor, the insurance requirements of this
Article shall be incorporated into the subconsultant agreement. Subcontractor insurance requirements shall include the requirements for Workers’ Compensation, Commercial General Liability, and, if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subcontractors. Consultant shall require that Certificates of Insurance meeting the requirements of the Department be provided to the Department documenting the insurance coverage for each and every subconsultant employed by them to perform work under this contract. Provided, the Department may grant a waiver of the foregoing insurance required of approved subcontractors which waiver shall not be unreasonably withheld?

Answer 42: Modify Subconsultants’ Insurance in Section 9 remains unchanged. Some insurance requirements are statutory and workers’ compensation insurance cannot be waived. NYSDOT also requires the selected Consultant to carry a CGL which is viewed as an indication of vendor responsibility.

Question 43: Can the references in the contract terms that describe specific requirements be changed from specifying the information contained in the “RFP” to the negotiated Statement of Work which will be incorporated into the agreement as Exhibit A?

Answer 43: Article 1 ‘Documents Forming the Agreement’ remains unchanged. Exhibit A shall only contain those Scope of Service clarifications which both parties agree to as the result of contract negotiations. See Article 3, ‘Scope of Services’ for the definition of Contract #C030786’s resulting Scope of Services.

Question 44: Can the following be substituted for the current System Acceptance language?

*System Acceptance.* In accordance with the Project Plan, the Consultant shall advise NYSDOT writing that the HOOCS Software (System) is ready to be tested in accordance with the procedures outlined in Task __ of Schedule A (Scope of Services). Prior to conduct of any acceptance testing the Consultant shall, at no additional expense to NYSDOT, provide training to NYSDOT staff.

If and when the acceptance test results establish that the System is performing properly, NYSDOT shall notify Consultant in writing of its acceptance. Upon NYSDOT acceptance of the System, NYSDOT shall sign the Final Acceptance Certificate and the earlier of the date specified in the Final Acceptance Certificate or the date of execution of the Final Acceptance Certificate shall be the date on which the term of the Warranty Period shall begin (hereinafter, the Final Acceptance Date).
If the System repeatedly fails to perform properly in accordance with the Acceptance Test procedure outlined in Schedule A (Scope of Services), NYSDOT may determine that such failure constitutes a material default under this Agreement for the purposes of the default and termination provisions of this Agreement, or may afford the Consultant with additional opportunity to cure the default.

The Consultant’s correction of the product deficiency shall be at no additional cost to NYSDOT, unless the system acceptance failure(s) are the results of Disputed Work within the meaning of Article 4.6 of this Agreement (in which case the remedy within such section applies). The Consultant shall, however, bear sole responsibility for the costs of correction of product deficiencies revealed by such testing, including all previously unanticipated and unscheduled time and effort required for the development of corrective measures.

**Answer 44:** Article 14 System Acceptance remains unchanged.

**Question 45:** Can the applicable warranty period in Section 15 be changed to read: Consultant warrants that, for 18 months one year from the acceptance of the system per the successful completion of the system acceptance, all HOOCS Software and Systems, including all Service Components, Developed Software, and Consultant-Owned Software furnished hereunder, both as to each individual element and for the overall HOOCS System, shall be free from significant programming and operational errors which shall prevent it from operating in conformity with the standards set forth in this Agreement?

**Answer 45:** Section 15 of the Draft Contract remains unchanged.

**Question 46:** Can the following sections be added to the Warranty section (Article 15 of the Draft Contract)?

If NYSDOT notifies Consultant that any Software, System or Service fails to conform to the requirements of this agreement during the Warranty period, Consultant shall remedy such failure at no additional cost to NYSDOT.

*NYSDOT agrees to provide Consultant with access (via remote desktop or virtual private network) to Department owned, leased or third-party servers sufficient to be able to carry out necessary Warranty repairs or modifications.*

*NYSDOT agrees that Consultant’s Warranty obligations do not apply if NYSDOT, or third parties representing or working on behalf of NYSDOT make any changes to the Software, System, or Service without approval in writing by Consultant.*
NYSDOT agrees that Consultant’s Warranty does not apply to problems caused by failures, outages, or improper installation or maintenance of hardware or other (non-HOOCs) software; or by failures or bandwidth delays in network connectivity that are the responsibility of the Department, the Department’s hosting contractor, or any other third party.

NYSDOT agrees that Consultant’s Warranty does not apply to problems caused by upgrades or other changes by the Department, the Department’s hosting contractor, or any other third party to the hardware, software, and configuration of the HOOCs hosting environment, unless the Consultant is notified a minimum of 30 days in advance of any such planned changes and given the opportunity to coordinate such upgrades.

Answer 46: Article 15 Warranty Provisions remains unchanged.

Question 47: Can 16.2.2 be changed to read: In the event of the failure of a Project element or component, or in the performance of the HOOCs Software, Systems, or Services during the Warranty Period as stated in 15.1 above, NYSDOT may suspend Consultant's performance, in whole or in part, without terminating this Agreement, and contractually or otherwise remedy the failure at costs to be charged to Consultant or offset against Consultant's compensation under this Agreement. In the event of such suspension or other remedy, Consultant’s aggregate liability shall not exceed two hundred percent (200%) of the amount stated in 16.2.1 above. In the event of such suspension or other remedy, NYSDOT may: (i) recover from Consultant reasonable costs, fees and expenses incurred by NYSDOT to remedy such failure, including for elements which are rendered substantially useless as a result of such failure up to the amount paid to Consultant for the specified, project deliverable that has so failed; and, (ii) if such failure is integral to the entire System, all money paid for the Software and Systems as well as associated services?

Answer 47: Article 16.2.2 (under Article 16 Suspension and Termination; Bankruptcy) remains unchanged.

Question 48: Can paragraph 36 be modified to read: Security and Confidentiality of Information. Information received as part of this contract shall be considered Confidential Information. The Consultant warrants that it will take the appropriate steps as to its personnel, agents, officers, and any Subcontractors/Subconsultants regarding the obligations arising under this clause to ensure such confidentiality. The Consultant shall have written policies and/or business procedures in place which will protect Confidential Information from unauthorized disclosure, use, access, loss, alteration, or destruction. The Consultant may disclose to other parties, as authorized by the NYSDOT Project Manager, or as described in the scope of services, only the information necessary to perform services under this contract.
However, the Consultant, under no circumstance, shall communicate with the public or news media without prior authorization from the State's designee. Neither shall the Consultant disclose information deemed confidential by the State nor disclose any other information obtained or developed in the performance of services under this agreement without the written authorization of the State. This warranty shall survive termination of this Contract. Provided, the foregoing shall not preclude the Consultant from referencing the work performed under this Agreement for purposes of evidencing its qualifications.

**Answer 48:** Article 36 of the Draft Contract remains unchanged, as this concern is addressed via this sentence: “The Consultant may disclose to other parties, as authorized by the NYSDOT Project Manager, or as described in the scope of services, only the information necessary to perform services under this contract” within Article 36.

**Question 49:** Can the following sections be deleted: 4.4.1? 6.3, Item IV? Section 9.A.3 “In addition, if required by the Department, the Consultant shall deliver to the Department, within Forty-Five (45) days of such request, a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.”? Sections 37, 48 and 49. Consultant’s obligations with respect to these areas are defined elsewhere in the agreement with greater specificity.? Appendix C, Section 11 in the Special Equal Employment Opportunity Provisions that requires Special Training.

**Answer 49:** Article 4.4.1 of the Draft Contract remains unchanged. Article 6.3 of the Draft Contract remains unchanged (latent clause in case Appendix C article 11 gets invoked – can be deleted from final contract if Appendix C article 11 does not get invoked). Article 9.A.3 of the Draft Contract remains unchanged. Articles 37, 48 and 49 of the Draft Contract remain unchanged. Appendix C Article 11 is an optional provision, to be examined for possible invocation during contract negotiations with the selected Consultant.

**ATTACHMENT 8:**

**Question 50:** Are we correct in our understanding of the milestone payments that a full 50% of the implementation costs are held until final system acceptance?

**Answer 50:** This is a correct understanding.

**ATTACHMENT 10:**

**Question 51:** There is a requirement for detailed contact information on the resume format for all individuals’ prior jobs, presumably so that NYSDOT can contact these individuals as references. Since some of our colleagues have been with our company for a number of years, this information may be unobtainable, or irrelevant in terms of their current expertise and work. Plus, these past points of contact may no longer be with the previous firms.
Would it be possible to eliminate this requirement and allow vendors to provide three professional work references of our own choosing for the key staff?

Answer 51: It is up to each proposing firm to provide NYSDOT with reachable, relevant references. NYSDOT’s inability to successfully verify attested experience via reference checks may lead to technical proposal score reductions.

Question 52: Form 1, the Project Structural Engineer resume format contains Section 3-Work Description pertaining to engineering duties. However, Form 2, Project Staff Resume ALSO contains this engineering duty requirement, which may not be relevant for all key staff members. Was there to be a different form for Form 2? If not, would you consider removing the word “engineering” regarding describing the work experience with the firms on Form 2?

Answer 52: NYSDOT agree to remove the word “engineer” from Section 3 Work description of Form 2 in Attachment 10.

ATTACHMENT 14:

Question 53: Can more information be provided on what is required with NYCDOT, NYSDMV, and what integration is possible with Authorize.Net?

Answer 53: At the present time NYSDOT sends information to NYC via a web service call. To date, there have not been further discussions with DMV regarding the escort file. NYSDOT believes there is no intent to integrate with Authorize.net, just OSCAR/DMV. Vendors can assume that NYSDOT will continue to enter these transactions manually, assuming Authorize.net is still being used once released.

Question 54: Item 3.1 - Can technical details be provided on integration capabilities with OSCAR, all its capabilities, payment processing, etc.? Exactly what functionality must be used?

Answer 54: OSCAR provides two main services: 1) Provides a portal that customers use to access NYSDOT’s system; and 2) Process credit card transactions via DMV. Oscar is a one stop shopping portal operated by NYS Dept. of Tax & Finance for a customer to log on and request a permit and/or other truck credentials. OSCAR really just sends the customer to NYSDOT’s permitting system once the log in is successfully completed; OSCAR also receives the information from NYSDOT to pass onto the customer. The customer can also do business for other truck credentials such as IRP and IFTA from other NYS agencies, in this example DMV and Tax. The actual data elements would be essentially those that are reflected in the “approved” permit credential (business, permit number, restrictions, etc.).
Question 55: Item 4.1 - this seems to be a very complex flow for how the routing is done. Is there any ability for the applicants to have more control over the methods used? Or must the solution adhere to this specific flow?

Answer 55: Permit applicants can input a proposed route if they don’t want to use either the established route or the best ranked route. Based on the flow permit applicants would see the other routes but could decide to enter in their own route.

ATTACHMENT 15:

Question 56: There is a requirement for each of the items in Attachment 15, the Requirements Traceability Matrix, to identify where in the proposal- by page number and paragraph- each of these items is addressed. Would it be possible to eliminate this requirement and instead modify the Matrix to allow us to respond directly in a new column on this table? This would not only facilitate review but would eliminate the significant editing burden of cross referencing each of the 560 requirements to the text in the proposal.

Answer 56: The RFP’s requirement that each item in Attachment 15 be responded to remains unchanged. There’s flexibility regarding how a firm can respond: fill in the requested information in Attachment 15 (there are five columns organized into two sections) and firms can simply indicate where in their proposal the requested information can be found. Adding another column to Attachment 15 is possible provided that the requested information is entered into Attachment 15’s columns.

Question 57: Are any of the requirements in Attachment 15 mandatory? It appears that there is no technical functionality that is mandatory and that all of the requirements are Necessary or Contingency?

Answer 57: Yes. The following requirements in Attachment 15 are classified as mandatory: 3.5.0-1 (3.2 Consultant Experience, Page 110); 3.5.1.0-6 (3.2.1 Key Personnel Experience, Page 111).

Question 58: Can more details / examples be provided on the following?

- Att 15 3.6.1.1.1.0-7? Answer: This is applicable to Divisible Load Permits. We can issue multiple DL permit types on a single application. For example a customer can request a Type 1 (which covers a single truck) and a Type 1A (which covers that truck and a trailer) on one application.

- Att 15 3.6.1.1.1.0-8? Answer: This is applicable to Special Hauling annual permits. Multiple truck/trailer configurations that allow different weights can be listed on the same permit. An example can be provided.

- Att 15 3.6.1.1.1.0-21? Answer: The basic idea is that if we reject a permit application, and a customer modifies that for resubmittal, that would be noted along with the original App ID. This could be done so the new reviewer could see why the original application was rejected.
Questions and Answers (UNOFFICIAL)

- Att 15 3.6.1.1.2.0-3? **Answer:** See answer for Question 16.
- Att 15 3.6.1.1.2.0-5? **Answer:** For example a reviewer could put an application on hold for another reviewer to pick up and continue. Another example would be to note that an application is being reviewed by our Structures Dept. The intent of the requirement is to have various queues to “park” the applications during the review process.
- Att 15 3.6.1.1.2.0-7? **Answer:** No additional information is available. This RFP specification remains unchanged.
- Att 15 3.6.1.1.2.0-11?
  - **Answer:** A permit application could be voided from the system, or if approved in error returned to a “pending” state.
- Att 15 3.6.1.1.3.1 (all the conversions)? **Answer:** No additional information is available. This RFP specification remains unchanged.
- Att 15 3.6.1.1.3.2.0-3? **Answer:** No additional information is available. This RFP specification remains unchanged.
- Att 15 3.6.1.1.3.2.0-4? **Answer:** No additional information is available. This RFP specification remains unchanged.
- Att 15 3.6.1.1.3.2.0-5? **Answer:** No additional information is available. This RFP specification remains unchanged.
- Att 15 3.6.1.1.3.3.0-2? **Answer:** No additional information is available. This RFP specification remains unchanged.
- Att 15 3.6.1.1.3.3.0-5? **Answer:** No additional information is available. This RFP specification remains unchanged.
- Att 15 3.6.1.1.3.4.0-1? **Answer:** No additional information is available. This RFP specification remains unchanged.
- Att 15 3.6.1.1.3.5 (all the details of weight banking)? **Answer:** No additional information is available. This RFP specification remains unchanged.
- Att 15 3.6.1.1.3.6 (all the details of upstate tokens)? **Answer:** No additional information is available. This RFP specification remains unchanged.
- Att 15 3.6.1.2.0-6? **Answer:** No additional information is available. This RFP specification remains unchanged.
- Att 15 3.6.1.3.0-3 (what’s done with this – what analysis / geometric comparisons)? **Answer:** The Department does not have any formulas to calculate this radius, or any comparisons at this time. The Department is open to suggestion from the Vendor on how these could be applied.
- Att 15 3.6.1.6.2.0-1 (how does this go along with other NY services we must use)? **Answer:** No additional information is available. This RFP specification remains unchanged.
- Att 15 3.6.1.6.3.0-13? **Answer:** This would allow the Department to remove a payment if we decided to refund the funds or use them for...
another permit. This assumes that payments would be specific to a permit or permits.

- Att 15 3.6.1.6.7.0-1? Answer: The system would have to allow the Department’s Office of Finance to be able to reconcile revenues shown in the system to submitted checks, credit card receipts, reports from CC processors, etc.

- Att 15 3.6.1.7.0-20? Answer: For example a superload permit application could be reassigned from a regular reviewer to a reviewer assigned to review these types of applications.

- Att 15 3.6.1.8.1.0-8? Answer: This would be applicable to a Special Hauling Annual Crane Permit, which allows travel by counties. The Department assigns these counties based on the applicant’s request and business rules.

- Att 15 3.6.1.10.4.2.0-1? Answer: The system must allow a user to save a report in various formats, typically in a pdf or Excel file. Sharing files could include the capability of emailing a report without having to manually save it and open an email client.

- Att 15 3.6.1.10.4.2.0-2? Answer: An example of an alert or event could be a travel restriction that was placed on a route, or the closure of a section of the State due to a weather event.

- Att 15 3.6.2.3.0-7? Answer: No additional information is available. This RFP specification remains unchanged.

- Att 15 3.6.2.3.0-8? Answer: No additional information is available. This RFP specification remains unchanged.

- Att 15 3.6.3.2.0-4? Answer: No additional information is available. This RFP specification remains unchanged.

- Att 15 3.6.3.9.0-1 ? Answer: No additional information is available. This RFP specification remains unchanged.

Answer 58: Embedded in Question 58.