Q1. A. Is there water available on site for dust control? If so where on the property is it located? B. Is the contractor or state responsible to maintain any pre-existing water connection?
A1. A. There is no water available at the site. B. It is the Contractor’s responsibility to provide water to control dust.

Q2. It is stated that you can only operate during phase 1, Monday thru Friday 6 AM to 6 PM. Can those hours be extended into the weekends and nights?
A2. NYSDOT prefers this Phase 1 schedule. Any change from that schedule needs to be consistent with local ordinances.

Q3. Does the accepted bidder who completes phase 1, assumes the risk that there may be failed negotiations with phase 2?
A3. Yes. However, NYSDOT is obligated to do its best to successfully negotiate a Phase 2 lease with the selected Bidder.

Q4. A. Since this project entail basic removal of a debris pile with no known contaminated material, is having a licensed PE with NICET level II necessary? B. If the State feels that it is necessary, could a bidder hire an outside engineering firm with those qualifications to assist the field supervision?
A4. A. This is a standard requirement for the work associated with the Inwood Mound project and gaining an approved Highway Work Permit. A licensed PE needs to be available to oversee the work of the NICET Level II-qualified site inspector. B. Yes; this is a requirement to obtain NYSDOT’s approval of a Highway Work Permit (Perm 36).

Q5. With reference to Section 4.33 A on page 12 under the heading “Field Supervision” is it a necessity that the Project Superintendent be a NYS PE? This seems well beyond the requirements of NYSDOT Permit work. We can understand this requirement for the field inspection which is typically a third party engineering and design firm. In any case, “NICET Level II” seems inconsistent with a NYS PE License requirement.
A5. See answer to Question #4.

Q6. On the technical score can every bidder receive the same score or is it done on a sliding scale?
A6. Scoring of technical proposals is done using a zero-to-ten point scale with a preset number of total points (weight) allowed for each evaluation factor. A perfect response is eligible for the maximum number of points assigned to that factor. A medium score of 5 is eligible for the half of the number of points assigned to that factor, etc.

Q7. Can you receive any additional points if you use a DWMBE as a subcontractor?
A7. No. There is no DMWBE goal for this job. However, the DOT does encourage utilization of DMWBE subcontractors on this job.

Q8. Is this considered a public works contract and if so do standard prevailing wage rates apply?
A8. Yes to both questions.

Q9. Who is the zoning municipality and what is the current property zoning designation?
A9. The property is located within the Town of Hempstead in Nassau County. Prospective Bidders are encouraged to contact the Town of Hempstead and Nassau County for current local municipal requirements and regulations.

Q10. Are there any taxes, fees, assessments or payments that the lessee will be responsible for other than the rent schedule payment to NYSDOT during phase 1 or phase 2 of the project?
A10. During phase 1 of the Project, the selected Bidder shall be responsible for all costs associated with debris removal and site preparation, including any applicable site use taxes or fees due to the Town of Hempstead or the County of Nassau. During phase 2 of the project, the selected Bidder shall be responsible for any and all applicable taxes, fees, assessments or payments; the selected Bidder shall be responsible for payment of the negotiated rent schedule payment per the approved lease during phase 2 of the project. The selected Bidder is not responsible for property taxes because the State is the land owner.

Q11. Erosion Control General Notes: 1st paragraph of Attachment 2A states that: “It is the Contractor’s responsibility to properly phase the sediment and erosion control during the life of the contract, as approved by NYS Personnel.” A. Please advise as to who the NYS personnel are and what Department will be responsible (ie, DOT or DEC; regional or main office, etc). B. The 6.38 acre debris field is of considerable height. Will specific erosion control measures be established and made available prior to the signing of documents?
A11. A. The independent firm hired to oversee the mound removal work shall be responsible. The applicable NYSDOT Resident Engineer will be from NYSDOT’s Region 10 Regional Office. B. No, the selected Bidder will have to prepare erosion
and sediment control approach and work plans as part of its RFP Phase 1 response. The debris field is larger than the site to be leased.

Q12. How are modifications to the RFP issued? Directly to individual appraisers via email or on the DOT website?
A12. Modifications to the RFP are posted on the DOT website and all parties who express interest in the Inwood Mound RFI or RFP receive an e-mail alerting them that updated RFP information has been released.

Q13. Attachment 2A refers to “wetlands”. Do you have survey drawings or maps that specifically identify designated wetland areas?
A13. NYSDOT is not aware of any wetlands on the subject site and does not have possession of any documents identifying same except for what’s been published in the Inwood Mound RFP. Interested Bidders are directed to contact NYSDEC and identify any and all wetlands in the project area; Interested Bidders shall be responsible for complying with applicable NYSDEC wetland requirements (if any).

Q14. DEC Letters: A. In the 1st paragraph of the Peter Scully letter in Attachment 4 dated May 12, 2001 which references the May 2003 closure of the New York Depot, it states: “Since that time, there has been no regulated or monitored activity at the site, to the knowledge of this office.” Can you please explain the monitoring activity that was provided at the site by DEC or DOT prior to the closure of the business? B. Will the DOT certify that between May 2003 and April 2013 that no material has been added or removed from the pile?
A14. A. NYSDOT cannot explain the said monitoring. To NYSDOT’s knowledge, no monitoring activity has occurred since May 2003. Interested parties can contact DEC to obtain any available additional monitoring information (your option). B. NYSDOT cannot certify that any new material has been added or removed from the pile since the recorded monitoring.

Q15. Attachment 4: Do the DEC or DOT have any other records, reports, tests or knowledge of the type of material and its origin that is contained within the mound?
A15. The subject material information NYSDOT has in its possession has been published in the Inwood Mound RFP. NYSDOT does not have any additional information. Interested parties can contact DEC to obtain any available additional information (your option) regarding the material at the Inwood site location.

Q16. A. Is the amount of material described as the ‘Inwood Mound’ presently known to be exactly 153,755 cubic yards? If so, what method was used to make this determination? B. Attachment 4: Has DEC or DOT updated the estimate of debris since the original 153,755 cubic yards was first determined? If so, what were the new total cubic yards of debris?
A16. A. No, this figure is an estimate or approximation. The RFP contains NYSDOT best estimate. B. No new estimate has been developed since.
Q17. Attachment 4: A. Relative to the engineering work and borings conducted in 2001, does the DOT have a report outlining the results of such work, a map indicating the location of the ten borings and the information explaining the depth of each boring into the pile? B. Has DEC or DOT conducted boring or contamination tests on the additional debris that has been added to the pile since March 2001?

A17. A map indicating the location of the ten borings is presented via RFP Attachment 10. To the best of NYSDOT current knowledge, no new or additional borings or contamination tests information is available from NYSDOT.

Q18. Note for Encountering Hazardous or Contaminated Material (Attachment 9): A. If hazardous or contaminated material is discovered during the removal phase and the appropriate agencies are then contacted, what are the anticipated next steps? B. Whose responsibility it is for the removal of any hazardous or contaminated material? C. Will the eleven month removal period be extended by the delay incurred in the work stoppage? D. If the mound cleanup is not allowed to continue as agreed upon by the contract, and the eleven month removal timeframe is impacted, will the incurred costs of the contractor be reimbursed by the State?

A18. A. RFP Pages 7/8 state:

During the process of removing material from the site, should the selected Bidder encounter and identify any material inconsistent with Attachment 4, the selected Bidder shall notify NYSDOT’s (designated) Project Manager as soon as possible and stop work in this area and continue to remove material in other Mound areas (see Attachment 9). The selected Bidder shall mark off the area containing material which is inconsistent with Attachment 4 material and will not work in this area until NYSDOT instructs the selected Bidder further. Under the conditions of Highway Work Permit #2014-10-37888, it is not the responsibility of the selected Bidder to remove and dispose of any material inconsistent with Attachment 4 discovered by the selected Bidder — this is NYSDOT’s responsibility. NYSDOT reserves the right to determine how to handle any material inconsistent with Attachment 4 by its own responsible means. NYSDOT may opt to negotiate a separate agreement with the selected Bidder to remove any material inconsistent with Attachment 4; NYSDOT reserves the right to remove and dispose of any material inconsistent with Attachment 4 by its own responsible means.

(EDITOR’s NOTE: Changes to the RFP quote are being made via italicized text, so these changes are being added to RFP via RFP Modification #1.)

B. It is NYSDOT’s responsibility to develop and implement a responsible plan to handle any material inconsistent with RFP Attachment 4 discovered by the selected Bidder. This is not an immediate responsibility of the selected Bidder. C. In the event of a discovery of any material inconsistent with RFP Attachment 4, the eleven
month removal period clock shall stop and shall be extended by the delay incurred in the work stoppage. This clock will re-start after resolution of the situation which led to the clock stoppage. D. Under the terms of this RFP, NYSDOT does not anticipate any additional costs to the selected Bidder associated with any delay due to the discovery of any material inconsistent with RFP Attachment 4. Mound removal work will be allowed to continue in other parts of the mound. The DEC sampled the Mound in 2001, which covered almost all of the mound, which has not grown much since the DEC sampling time frame.

Q19. Attachment 9 indicates that: “If the contractor exposes any visibly hazardous or contaminated material, such as tanks, drums, petroleum contaminated soil, etc., he shall immediately: stop evacuation in that area; demarcate the area to alert workers to the potentially hazardous materials; contact the DOT representative listed in the contract; contact the DEC through their Spills Hotline phone number (800) 457 7362.” Will the DOT be removing and properly disposing of this material if encountered?

A19. It is NYSDOT’s responsibility to develop and implement a responsible plan to remove and dispose of any material inconsistent with RFP Attachment 4 discovered by the selected Bidder. This is not an immediate responsibility of the selected Bidder.

Q20. The RFP indicates that the DEC “has determined that the material can be used as a sub-base and for other purposes in areas where there is limited potential for human contact.” Does this mean that either the DOT or DEC is certifying that the entirety of the Inwood Mound as it stands today can be used for this purpose? Is so, will as certification letter describing the current debris pile from DEC or DOT dated in the year of 2013 be provided?

A20. NYSDOT has no new or updated information since DEC made its determination. Interested parties can contact DEC to obtain any available additional information (your option). The May 2010 DEC letter covers the bulk of the material on site at that time. It does not cover any subsequent additional material that may have been added to the site.

Q21. A. Please explain what triggers the eleven month clock: Is it at the time of contract signing, work permits procured, day of delivery for on-site machinery, or some other event? B. Does the State assume the responsibility for paying the on-site inspector or is that a cost of the contractor?

A21. A. The issuance of the NYSDOT approved Highway Work Permit #2014-10-37888 will trigger the eleven month clock. B. The selected Bidder is responsible for paying the on-site, independent inspector. NYSDOT is not responsible for paying any third party hired by the selected Bidder to remove the pile in compliance with NYSDOT requirements.

Q22. The documents indicate that “material stored onsite” was characterized in March 2001 and the facility operating at this location shut down its recycling business in May 2003. Was any soil and/or construction and demolition debris added or taken away from
the “material stored onsite” between the time it was sampled in March 2001 and the time the facility closed its business in May 2003?

A22. NYSDOT is not aware of any soil and/or construction and demolition debris added or taken away from the material stored onsite between the time it was sampled in March 2001 and the time the facility closed its business in May 2003. Interested parties can contact DEC to obtain any available additional information (your option).

Q23. Will the DOT be listed as the “Generator” and “Responsible Party” on the Transportation and Disposal Manifests which will be associated with the onsite debris pile?

A23. To the best of NYSDOT’s currently available knowledge, there is no hazardous or contaminated material on site. NYSDOT would be the Generator and Responsible Party to be listed on a manifest only if any hazardous or contaminated material is discovered on site and NYSDOT directs the selected Bidder to remove and transport said hazardous or contaminated material. This statement does not apply to C&D material.

Q24. Will the DOT be assuming all liability associated with the contents, transportation and disposal of the debris pile?

A24. For all removed material (material which is not hazardous or contaminated beyond DEC’s testing per RFP Attachment 9), the selected Bidder will be responsible for assuming all liability associated with the contents, transportation and disposal of the debris pile. NYSDOT shall be responsible for any contents discovered to be hazardous or contaminated as the contents of the pile gets uncovered. To NYSDOT’s knowledge, the material on the site is not be hazardous or contaminated; that it’s been cleared for specified uses (fill material).

NEW QUESTIONS

Q25. For clarification purposes, it is my understanding that Attachments 11A and 11B do not have to be completed and submitted with the initial RFP response. Rather, these attachments will be required only after the NYSDOT has chosen a successful bidder. Is that correct?

A25. That is a correct statement.

Q26. For clarification purposes, a reference is made about “Attachment 10B” on page 24 in the fourth bullet point. Can you point me to an Attachment 10B enclosure or is that a typo that should be referencing Attachment 11B?

A26. This is a typo; RFP Page 24 should reference Attachment 11B.

ADDITIONAL NEW QUESTIONS

Q27. A. RFP Section 3.3 Page 9, in the last paragraphs, the RFP says execution of the lease in Phase 2 will occur after acceptance by NYSDOT of the Phase 1 work and will
require approvals by the NYS Attorney General’s Office and the NYS Office of the State Comptroller and a SEQRA determination. What happens if this acceptance and these approvals are never forthcoming due to no fault of the Bidder? B. Or if the lease is never executed? C. How does the Bidder get paid for Phase 1 work?

A27. A. NYSDOT will do its collective best to ensure that any requests for NYSDOT acceptance are acted upon in a responsible manner. Further, NYSDOT will facilitate and act on any AG and/or OSC approval request questions or comments, again in a responsible manner, to ensure a successful outcome. B. It is NYSDOT’s stated intention to have a successfully executed lease, conditioned upon receiving responsive and responsible bids, with a successful and acceptable Phase 1 outcome with the selected Bidder. C. As specified in the RFP, the State expects that the selected Bidder will not be reimbursed for any Phase 1 work (that the selected Bidder is being given a fair opportunity to recoup costs associated with Phase 1 work during Phase 2).

Q28. If NYSDOT does not accept all of the Bidder’s Phase 1 work, how does the Bidder challenge or dispute said non-acceptance?

A28. Work elements under approved Highway Work Permit #2014-10-37888 include a work acceptance step, which includes a process of possible communications between NYSDOT and the selected Bidder. Some HWP work elements generate interim information, which allows NYSDOT to monitor work progress and bring items of possible concern to the selected Bidder’s attention in a timely manner. It is NYSDOT’s stated intention to have a successful Phase 1 project outcome with the selected Bidder, provided that the selected Bidder act in a responsible manner while conducting work under Highway Work Permit #2014-10-37888.

Q29. Can the Bidder record a Memorandum of Lease with the County Clerk’s office?

A29. This can be done at the option of the selected Bidder and is subject to NYSDOT review and approval.

Q30. In paragraph 6 of the RFP’s Lease, there is a reference to using the property for “Additional retail store Customer parking under local zoning ordinances and for no other purpose” – Is this a true statement and would it not be better to leave this blank to be filled in with the Bidder’s proposed use?

A30. RFP Modification #2 is revising the original RFP’s Lease to remove the reference to parking and change this clause to allow entry of the acceptable land use at the appropriate time (after successful completion and NYSDOT acceptance of all Phase 1 work).

Q31. In paragraph 7 of the RFP’s Lease, the State has the right to terminate the lease on 6 months written notice if the DOT Commissioner “deems [it] necessary for purposes connected with the highway system of the State” – what happens if the Lease is so terminated? Does the Bidder get paid for the Phase 1 work? What about the Lease and the cost of the improvements made by the Bidder to the property? In fact, paragraph 8 of
the Lease says if the Lease is terminated for any reason, the Bidder is not reimbursed for any improvements and will remove said improvements at its own expense.

A31. Via RFP Modification #1, the former Section 8 of Lease L03110R was deleted and Section #7 has been amended to read as follows:

7. The State shall have the right to terminate the lease as to all or any portion of the property which the Commissioner of Transportation deems necessary for purposes connected with the highway system of the State pursuant to New York State Eminent Domain Procedure Law. Such termination shall be by six (6) month written notice to the Lessee. If the lease is terminated as to a portion of the property as provided in this paragraph 6, the rent will be reduced in proportion to the number of square feet in such portion.