WEBINAR QUESTIONS

Question #1: Could you identify the companies that worked with the State to develop the other associated plans that would feed into this project? Examples: Rail Plan, Airport System Plan, Long Range Transportation Plan, etc.?

Answer: Please see the following:

- The NYS Rail Plan was done with resources within NYSDOT. The NYU Wagner Rudin Center assisted NYSDOT with the Rail Plan kick off meeting and with stakeholder sessions.
- The prime consultant for the 2008 State Aviation System Plan (SASP) was McFarland-Johnson, Inc., with R.A. Wiedemann & Associates, Inc., as the subconsultant.
- NYSDOT has yet to begin work on the 2015 update to the State Aviation System Plan (SASP). That work will be performed by a consultant team led by the Louis Berger & Associates, P.C.
- NYSDOT's Long Range Transportation Plan was done with resources within NYSDOT.
- The NYS Regional Economic Development Council Report provides the listing of Regional Council Co-Chairs on page number 5 and Membership on Page number 6.

The other studies listed in the RFP were completed through contracts by other agencies or MPOs, for which the following information is provided:

- The Genesee Transportation Council completed the GTC Transportation Strategies for Freight and Goods Movement in the Genesee-Finger Lakes Region. The front page of the final report shows that the study was prepared by Cambridge Systematics, Inc., with Bergmann Associates, Halcrow Inc.
- The Greater Buffalo-Niagara Regional Transportation Council completed the Niagara Frontier Urban Area Freight Transportation Study. The front page of the final report notes that the study was prepared by Wilbur Smith Associates.
- The Binghamton Metropolitan Transportation Study is the Metropolitan Planning Organization for Broome and Tioga Counties and completed the Binghamton Regional Freight Study. The front page of the final report notes that the study was prepared by Cambridge Systematics, Inc., with Eng Wong Taub & Associates; RL Banks & Associates, Inc.; and Global Insight (USA) Inc.
- NYMTC is the lead on the NYMTC Regional Freight Plan update for new contract C000791 (currently in the solicitation stage). Please contact NYMTC for more information on this ongoing study. NYMTC’s previous Regional
Freight Plan was done via NYMTC Freight Transportation Working Group with the assistance of a consultant, Cambridge Systematics, Inc.

- The Port Authority of NY/NJ is the lead agency on the Goods Movement Action Program (G-MAP). The Port Authority of NY/NJ has informed NYSDOT that the prime consultant for the development of the regional Goods Movement Action Program (G-MAP) is Halcrow, Inc with Cambridge Systematics, Parsons Brickenhoff, Jacobs Engineering, Eng Wong Taub and Associates, Mercator, and Anne Strauss Weider as subconsultants.

**Question #2:** Does NYSDOT have a statewide freight or passenger model and how current are those?

**Answer:** NYSDOT does not have a statewide travel demand model, M.P.O’s have regional travel demand models which we do not anticipate playing a significant role in the statewide freight plan. In Subtask 2.3 - NYSDOT is looking for current and projected major freight flows by mode based on analysis of available freight data sources and forecasts, but we do not anticipate that analysis to be derived from a travel demand model.

**Question #3:** A: To what extent will safety be addressed? B: Will the Plan include the commercial safety vehicle inspection program? C: Will it address the transport of Balkin crude oil in transportation of rail cars?

**Answer:** The RFP addresses safety in several areas of the Scope of Services. The State freight plan should be consistent with NYSDOT’s mission to support a safe, efficient, balanced and environmentally sound transportation system. In addition, Subtask 1.2 Freight Plan Strategic Goals and Objectives calls for consistency with national freight goals as established under Section 167 of title 23 USC, which states: ‘improving the safety, security and resilience of the freight transportation system.’ NYSDOT expects specific safety issues will emerge as part of the planning process which could include those mentioned and/or other issues. Specifically about the commercial vehicle inspection program and Balkin crude oil - NYSDOT will involve the Office of Modal Safety and Security for input which oversees the Commercial Vehicle Inspection Program and the Rail Safety Bureau.

**Question #4:** Does DOT have a list of qualified DBE’s?

**Answer:** No. It is up to each proposer to identify and propose qualified DBEs certified within New York State. The RFP provides direction and guidance to assist firms in this endeavor, and provides access to the State’s official DBE directory: [http://www.nysucp.net/](http://www.nysucp.net/). See RFP page 17 and Attachments 9 & 10.

**Question #5:** The RFP requires contractor firm experience. Is personal experience of key personnel acceptable to meet this requirement?

**Answer:** Yes, if the firm is a sole proprietorship or a firm where there’s no employees (all firm members are officers, etc). The RFP deliberately separately focuses on relevant firm experience as well as the relevant experience and expertise of all proposed key personnel.

**Question #6:** Can questions about the draft contract or forms be asked after the question period ends, but before the submission date?
**Answer:** NYSDOT prefers that all questions be submitted before or on the question due date. NYSDOT is under no obligation to respond to any questions posed after the question submittal deadline; however, NYSDOT will examine questions submitted after the deadline to see if it is in the State’s best interest to respond (all Q&A gets posted to NYSDOT’s website). To ensure fair and equitable treatment of all firms participating in this solicitation, questions submitted a few days before the proposal due date are not in anyone’s best interest; it is unreasonable to expect an answer from NYSDOT to a question submitted a few days prior to the proposal due date.

**Question #7:** Could you please explain the “best value” process once again?

**Answer:** The RFP uses the State’s best value consultant selection method, which per the Section 163 of the State’s Finance Law means: ‘the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis’ and ‘the solicitation shall identify the relative importance and/or weight of cost and the overall technical criterion to be considered by a state agency in its determination of best value’. See RFP Section 5.2 page 19 on. In other words, the RFP will use the best value method which uses a 100 total point scale with a Technical proposal accounting for up to 75 points of the total Best Value score (up to 65 points for written technical proposal review; up to 10 points for technical interview) with up to 25 points for the Cost proposal. The RFP further identifies the factors which will be used to measure the degree of responsiveness of a firm’s responses to the RFP’s requirements via these evaluation factors using a zero-to-ten point scale.
ROUND ONE QUESTIONS (After Webinar):

**Question #8:** Does NYSDOT have Transearch data covering the entire state available for use by the selected consultant? If so, how current is the data (what year) and what efforts, if any, have already been made to clean/verify the data?

**Answer:** NYSDOT has Transearch data for the entire state by county and the data is from 2004. NYSDOT has a contract with IHS Global Insight for the potential purchase of more current Transearch data. NYSDOT anticipates that the consultant will propose an appropriate freight data analysis approach, including a proposal for any potential data use or acquisition needs.

**Question #9:** Is there a page limit associated with either the Technical Proposal or the Cost Proposal?

**Answer:** No, but NYSDOT prefers to receive concise yet detailed proposals. It is important to include enough detail for NYSDOT to gage the degree to which a response is ‘owned’ by the vendor. In technical proposals is where most of a firm’s narratives and details should lie; the cost proposal should contain just the requested information (not a lot of narrative required).

**Question #10:** Page 10, Section 4.1 of the RFP, states that “[t]he identification of pages and the reasons for exemption must be included in the Executive Summary portion of your proposal.” However, page 11, Section 4.3, states that this information is to be included in the Cover Letter. Can NYSDOT please clarify where this information should appear?

**Answer:** Any and all information contained within your proposal which you request NYSDOT to shield from public view must be identified in your cover letter (indicate which page, paragraph, etc.). Use the executive summary to provide more information in cases where you require a lot of space to present your case for privacy. Use your judgment here.

**Question #11:** Page 10, Section 4.2 of the RFP, references “unattached documents” and notes that these must be labeled with the RFP name and contract number. Could NYSDOT please clarify what is meant by “unattached documents” in this context?

**Answer:** Unattached documents refers to any additional document submitted in a proposal which is not bound to the main portion of a firm’s proposal – ie, a separate document, like a discrete work sample (to which a label can be affixed with the required label).

**Question #12:** Page 11, Section 4.2, indicates that an electronic copy of both the technical and cost proposal should be “on CD/DVD.” However, Section 4.3 states that electronic copies may be provided on “CD, thumb drive, etc.” Could NYSDOT please clarify whether thumb drives containing electronic copies of the proposal will be accepted?

**Answer:** Thumb drives are preferable over DVD. In fact, submitting a DVD copy is an error and should be stricken from the RFP. The submission requirement should read that electronic copies may be provided on CDs or thumb drives.

**Question #13:** Page 12, Section 4.3, states that “[t]he Technical Proposal may include a relevant previous work sample (encouraged).” Could NYSDOT please clarify whether the use of “a” in this instance indicates that only one sample will be accepted?
**Answer:** It is up to the proposer to determine the number of relevant work samples to include in their RFP response. NYSDOT prefers to receive work samples which clearly and concisely indicate relevant past/current experience or work.

**Question #14:** Sections 4.4 and 4.5 of the RFP contain conflicting instructions concerning the placement of information in the Technical Proposal. For example, Section 4.4 of RFP contains a table titled, “Company & Key Personnel Experience.” This table is preceded by the following statement: “Present, as the first part of your technical proposal, a separate narrative section in your proposal which discusses the following requirements.” However, Section 4.5 contains conflicting instructions and states the following: “Present, as the first part of your technical proposal, a separate narrative section in your proposal which describes your proposed Project and Project Management approaches.” Could NYSDOT please clarify the exact order in which information in response to sections 4.3 to 4.6 should be presented?

**Answer:** The RFP should read that Company & Key Personnel Experience should be presented followed by your proposed Project and Project Management approach.

**Question #15:** Page 15, Section 4.7.1 of the RFP, in reference to the cost section states that “[p]roposers must provide both a hard copy for recordation purposes and an electronic copy of each of the worksheets within this spreadsheet as part of their response. PDF format is not acceptable.” Could NYSDOT please clarify what format is acceptable in this instance?

**Answer:** Assuming the question pertains to the electronic submission of a cost proposal, it is up to the firm to provide required cost information in a format which is readily readable by NYSDOT. NYSDOT’s corporate standard uses Microsoft Excel when developing RFP cost proposal formats.

**Question #16:** Page 16, Section 4.7.1 of the RFP, states that “[c]hanges should not be made to Attachment 8’s spreadsheet format or formulas, but the proposer may attach additional worksheets or pages to explain and detail its pricing (including any assumptions.” However, the Rich Text file of Attachment 8 that was made available on NYSDOT on its website contains no formulas. Does NYSDOT have a separate version of Attachment 8 in Excel, with formulas, that it can make available for this procurement?

**Answer:** You’re correct that Attachment 8 contains no embedded formulas. Further, the RFP should not have mentioned that changes should not be made to Attachment 8’s spreadsheet format or formulas. Proposer may attach additional worksheets or pages to explain and detail its pricing (including any assumptions).

**Question #17:** Page 16, Section 4.7.2 of the RFP, provides conflicting instructions for the submission of Attachment 3. In one instance, it states that Attachment 3 is “required with the RFP Response Form or if you do not submit an RFP Response Form then the PLL forms are required with the Proposal.” However, the same section also states that “[f]ailure to submit the completed PLL forms with your proposal will result in elimination from consideration for contract award.” Could NYSDOT please clarify whether it is sufficient to only submit Attachment 3 with the RFP Response Form?

**Answer:** Firms may submit completed PLL forms when expressing interest in this RFP (good practice before asking any questions) and a firm may again submit completed PLL forms in the contract section of its cost proposal. You are required to submit
completed PLL forms either before or as part of your proposal submission; failure to submit completed PLL forms (either before or as part of your proposal submission) will lead to proposal dismissal.

**Question #18:** Can NYSDOT please clarify which Attachments must be submitted by the prime firm only and which must be submitted by both?

**Answer:** All attachments must be submitted by the prime consultant. No attachments are required to be submitted by any subconsultants except for experience and reference information. Submission of subconsultant identification information (like in first page of Attachment 2) is beneficial.

**Question #19:** Attachment 7, the resume form, prompts personnel to “indicate the time that was spent on these projects or assignments. The total time claimed cannot exceed actual calendar time.” Is NYSDOT looking for the period of performance (e.g., 2012-2013) here, or does NYSDOT require additional information?

**Answer:** NYSDOT is seeking the amount of time a person claims is associated with a particular job or assignment. Times should not overlap between jobs. NYSDOT needs to measure the amount of relevant experience being claimed by proposed key personnel—the RFP’s instructions seek to provide clarity in that regard.

**Question #20:** Does NYSDOT have a REMI model covering the entire state available for use by the selected consultant? If so, how current is the model (what year), how many regions are represented in the model and what level of sectoral detail is available?

**Answer:** No, NYSDOT does not have the REMI model. NYSDOT anticipates that the consultant will propose an appropriate freight data analysis approach, including a proposal for any potential data use or acquisition needs.

**Question #21:** Does NYSDOT have IMPLAN data covering the entire state available for use by the selected consultant? If so, how current is the data (what year) and what level of geography is available (county, ZIP, or state totals only)?

**Answer:** No, NYSDOT does not have IMPLAN data covering the entire state. NYSDOT anticipates that the consultant will propose an appropriate freight data analysis approach, including a proposal for any potential data use or acquisition needs.

**Question #22:** Is the model developed by Citilabs for the Empire HSR Corridor Study a true statewide model that will be useful for freight planning? Will it be made available to the consultant?

**Answer:** The model will generally not be useful for freight planning because it is focused on municipality level person trip interzonal generation. The data inputs to the model and the results of the modeling process in the form of ArcGIS shape files can be shared with the consultant.

**Question #23:** Attachment 8 cost proposal instructions for Exhibit 1 notes that "fee shall be an additive based on a fixed percentage of salary (not to exceed 10%)." Was this intended to read: "fee shall be an additive based on a fixed percentage of salary and overhead, (not to exceed 10%)"?

**Answer:** Incorrect: this is not a cost plus payment method agreement; rates are fully loaded with three distinct components: a salary rate plus an overhead additive
(salary times overhead percentage plus a fee additive (salary times fixed fee percentage). For this type of NYSDOT agreement, a firm is not entitled to a fee on its overhead, just salary.

**Question #24:** What does the "% of Labor" required in Exhibit 1 represent?

**Answer:** Percent of labor in Exhibit 1 pertains to the estimate of proposed time assigned to each job title or key person. Expressions of labor effort should be consistent across a firm's proposal yet can vary depending upon which method a firm uses to denote its estimate of labor associated with proposed consultant personnel. NYSDOT prefers to see total hours of time (in hours) estimated by proposed key personnel and proposed generic job title in both technical and cost proposals.

**Question #25:** Given the project goes beyond 12 months, and rates in Attachment 8, Exhibit 1 reflect fixed rates for the first 12 months of the contract, can the offeror include escalation in the rates entered Attachment 8, Exhibit 3 or should the rates in Exhibit 1 be used?

**Answer:** Only rates for contract year one shall be proposed. Any rate adjustment is subject to the RFP’s rate adjustment rule (rates 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). Do not offer escalated rates – NYSDOT will not accept anything other than first contract year rates.

**Question #26:** 1. In the past, NYSDOT has licensed IHS’ Transearch freight-flow data and forecasts and made it available for consultant use on NYSDOT and MPO studies. Questions: A) Does NYSDOT have a current version of Transearch (or other similar commodity-flow database)? B) If yes, does NYSDOT intend to make the database available to the consultant for use on this project? C) If no, should respondents make provision to license a copy of Transearch freight-flow data and forecasts for exclusive use on this project?

**Answer:** A) NYSDOT has Transearch data for the entire state by county and the data is from 2004. NYSDOT has a contract with IHS Global Insight for the potential purchase of more current Transearch data. B) This data can be made available. NYSDOT anticipates that the consultant will propose an appropriate freight data analysis approach, including a proposal for any potential data use or acquisition needs.

**Question #27:** 2. In Attachment 6, the instructions read to "Use one form for each company reference provided, for up to two past project references." Is the 2 project reference form maximum referring to the total number of forms allowed in a submittal or that maximum forms per team member?

**Answer:** Two refers to the maximum number of forms per person or firm.

**Question #28:** 3. In RFP Section 4.4 – Company Background and Experience in the requirements chart, for the requirement of a relevant work sample, could you please provide more detail as to what you would like as a work sample?
Answer: NYSDOT is seeking a previous or current work sample which clearly and concisely denotes relevant experience which NYSDOT is seeking via this RFP. Relevant is determined by the RFP’s objectives, scope of service and experience requirements.

Question #29: Would it be acceptable to include the Key Personnel Resumes and References in an appendix in the Technical and Management Proposal?
Answer: Yes, it is acceptable to include Key Personnel Resumes and References in an appendix in the Technical and Management Proposal.

DRAFT CONTRACT QUESTIONS (Round One). The following questions pertain to the RFP’s Draft Contract (Attachment 1):

Question #30: Can the following language be substituted lieu of the current Consultant Liability language:

Consultant’s Liability. Consultant shall be responsible for all damage to life and property due to intentional acts, negligent acts, errors or omissions of the Consultant, its sub-contractors, or employees in the performance of its service under this Agreement. Further, it is expressly understood that the Consultant shall indemnify and save harmless the STATE from claims, suits, actions, damages, and costs of every name and description to the extent resulting from the negligent performance of the services or activities performed by Consultant under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided.

Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon Consultant’s failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Consultant’s responsibility and indemnity shall also include but not be limited to liability resulting from any infringement violation by Consultant of proprietary rights, copyrights, trademarks, or right of privacy arising out of the intellectual property furnished by Consultant under this Agreement, except when attributable to the fault or negligence of the STATE, its officers, employees or agents.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against Consultant or the STATE beyond such as may legally exist irrespective of this Article or this Agreement.

In case an action shall at any time be brought against the State, asserting a allegation or cause of action for which Consultant is putatively liable, the Consultant shall, at its own cost and expense, and without any cost or expense whatever to the STATE, defend such suit and indemnify and save harmless such parties against all costs and expenses thereof, including reasonable attorney fees and expenses, and promptly pay or cause to be paid any final judgment recovered against the STATE; provided, however, that the STATE gives notice to Consultant and thereafter provide all such information as may from time to time be requested by Consultant or its representatives. The STATE shall furnish to
Consultant all such information relating to claims made for injuries, deaths, losses, damages, or destruction of the type covered by this Article as Consultant may from time to time request. The provisions of this Article shall not impinge on the right of any of the State to pursue its own defense in any filed or threatened actions.

Answer: NYSDOT does not accept this change.

Question #31: Can the language in the Insurance Article be modified in the following respects?

a. **Coverage Types and Policy Limits.** 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: NYSDOT accepts this change.

b. Modify Primary Coverage 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: NYSDOT accepts this change.

c. Modify Waiver of Subrogation 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: NYSDOT accepts this change.

d. Modify Policy Renewal/Expiration in Section 12 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: NYSDOT accepts this change.

e. Modify Self-Insured Retention/Deductibles 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: NYSDOT accepts this change.

**Question #32:** Can Article 18 Code of Ethics be modified to read in part: The Consultant shall not engage assign to perform work under this Agreement, 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.

**Answer:** NYSDOT accepts this change.

**Question #33:** Can Article 22 be modified to read as follows? 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, and use the subject invention, 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.

**Answer:** NYSDOT does not accept this change.

**Question #34:** Can Section 11 of Appendix C ‘Special Equal Employment Opportunity Provisions’ be deleted, the one which requires Special Training?

**Answer:** No. Article 11 of Appendix C is optional and can be removed from the final contract during contract negotiations should this optional feature not be invoked.