Q1. What is the available budget? Information provided in the UPWP regarding cost of the project is helpful; it would be useful to know whether additional funds will be made available. At the very least, a clearer picture on NYMTC’s expectations with regards to cost would be helpful.

A1. The allocated amount in the UPWP is the amount allocated to this project. It is expected the proposal not to go beyond that amount, that means there will be no additional funds available for this project. There is approximately $2 million dollars budgeted. Proposers are reminded that cost is a significant evaluation criterion (Up to 25 Points).

Q2. How much of a role will NYMTC have in the coordination for both survey efforts? There will be a significant amount of coordination and cooperation needed from various agencies/companies that will have no obligation to the selected contractor, so any known roles would be beneficial in the procurement phase.

A2. According to Task 2 of the RFP, and also mentioned in the pre-proposal, the bidder is required to get the necessary coordination and cooperation from the listed agencies and owners/operators of the independent bus systems companies. Many of the agencies that you may need to coordinate with are member agencies, therefore, therefore they will not be too much of a problem as NYMTC will do its best to assist in case of serious issues arise preventing the project from being successfully completed. Also, bear in mind that you are still responsible for any coordination that may be needed with other agencies.

Q3. Following our legal team’s review of the Draft Contract for RFP C000792 – ReIssue for Regional Origin and Destination Surveys, VHB is in general agreement with the majority of the Draft Contract in Attachment 3 of the RFP but wishes to discuss modifications to Article 10 of the Draft Contract. It is in the best interests of VHB, as well as the NYSDOT and NYMTC, that the contract is insurable. In order to do so, the indemnity for our services needs to reference negligence and wrongful misconduct. Further, VHB can offer to defend the NYSDOT/NYMTC under its general liability
coverage for non-professional actions or inactions. We request the following tracked modifications to Article 10 of the Draft Contract (Attachment 3 of the RFP):

“To the fullest extent permitted by law, the CONSULTANT shall indemnify and save harmless the State . . . contract during its prosecution and until the final acceptance thereof, to the extent caused by the CONSULTANT’S negligent acts, errors or omissions. The CONSULTANT and any assigns, heirs, or successors in interest shall also indemnify and save harmless, to the fullest extent permitted by law, . . . arising from the CONSULTANT’s negligent work under the contract during its prosecution and until the final acceptance thereof. . . .”

“The CONSULTANT has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the parties specified in this Section to the extent caused by the non-professional services of the CONSULTANT. This obligation shall include the cost of reasonable attorneys’ fees, disbursements, costs and other expenses incurred in connection with such action or proceeding. Such obligation does not extend to those suits, actions, damages and costs of every name that arise out of the professional services provided by the CONSULTANT or that arise out of the sole negligence of the State, any municipality, . . .”

A3. For all NYSDOT contracts of this nature, the NYS Attorney General’s office will not approve an agreement with any changes to Article 10. The standard boilerplate language in RFP C000792’s draft contract Article 10 must remain as is.

Q4. Why was the RFP re-issued?

A4. We only received one proposal for a much higher cost than available budget.

Q5. Please confirm that if the 18 percent DBE participation goal has been attained that a firm does not need to complete and include RFP Attachment 8 – DBE Subconsultant Participation Solicitation Log and a letter of explanation.

Ans. 5. Yes. If a firm’s proposal meets or exceeds the 18 percent DBE subconsultant participation goal then the firm does not need to document their Good Faith Efforts to attain the goal nor submit a Letter of Explanation.

Q6. In addition to the printed hard copies of the proposal, are firms to email the documents to Mr. Apdioglu and Mr. Hasenkopf? If so, do NYSDOT or NYMTC have a file size limit for incoming emails and may we send the documents in PDF format?

Ans. 6. The RFP states that e-mailed RFP responses are not acceptable. To be considered responsive, the RFP does require that firms submit a CD/flash drive of their technical and cost proposals be provided with the paper proposals.
Q7. Do we need to complete and submit RFP Attachment #4 – Consultant Employment Disclosure? If so, should it be included in Part II?

Ans. 7. Not at this time. Only the selected Consultant is required to complete and submit this form during the contract preparation process.

SOME CONTRACTUAL CLARIFYING QUESTIONS FROM PRIOR RFP’s:

Q8. With respect to the cost information to be provided, the RFP states that the offeror should provide: staff name, category and rate for identified staff. However, it goes on to state that “if additional titles are used but not assigned, they should be listed as well.” Please clarify the intent of the quoted language.

Ans. 8. To completely evaluate and fairly compare all proposals, all proposers’ titles must be presented in a firm’s cost proposal (and supported in a firm’s technical proposal). If you anticipate using additional titles during the course of the contract, it is to everyone’s advantage to include those titles with rates in your proposal. This also provides additional flexibility for both parties, especially for the duration of the entire contract.

Q9: Is the cost of the coverage for Protective Liability Insurance for the benefit of the People of the State of New York reimbursable as a direct non-salary cost? This contract does not expressly provide that this is a reimbursable expense. Please clarify whether this is a cost that is reimbursable under this contract.

Ans. 9: Protective Liability Insurance is not reimbursable as a direct non-salary cost. The cost should be included in your proposal in Overhead.

Q10: Do I have to complete ST-220 forms when proposing?

Ans. 10: Forms ST-220-TD and ST-220-CA do not have to be completed when proposing. These forms must be submitted by the selected Consultant during contract negotiations. They are cited in the RFP to make you aware of the requirement.

Q11: What members are represented on the steering committee?

Ans.12: They would include NYMTC members, such as NYS DOT, Port Authority of NY & NJ, NYC DOT and suburban counties. NYMTC also has several advisory members. To learn more about NYMTC, please visit their website at: www.nymtc.org

Q13: Do the required insurances have to be in place at the time of submitting the proposal?

Ans.13: No. Insurance certificates are only required to be submitted by the selected Consultant. However, all insurance provisions in the contract are required.
Q.14: Regarding the 18% DBE goal, do MBE/WBE firms count towards goal or just strictly DBE firms certified with NYSDOT?

Ans. 14: It is strictly Disadvantaged Business Enterprises certified under the federal program. The 18% participation is a goal for subcontracting only. All firms must be certified as a DBE under the Federal requirements to participate on the agreement. If a certified DBE is awarded the agreement as a prime, that firm must still comply with the subcontracting requirements. To be eligible, DBE firms must be certified by one of the Certifying Partners and posted to the Biznet website. The federal D.B.E. certification is a federal program certification. It is separate and distinct from the State M/WBE program.