Interim Questions and Answers:

1st Webinar Q&A (Questions #1 thru #10)

Round One Questions (as of 3/28/2018; Questions #11 thru #35)

2nd Webinar Q&A (Questions #36 thru #41)

Round Two Questions (as of 4/9/2018; Questions #42 thru #50)

MARCH 21, 2018 FIRST WEBINAR QUESTIONS

Question #1: Will you respond to questions submitted after the deadline?
Answer: Only if doing so is in the best interest of the state. NYSDOT will acknowledge and consider any questions received after the RFP’s question submittal deadline but is under no obligation to respond. After careful consideration of the late question, if NYSDOT publicly responds to the question, additional time to submit proposals may be granted. Questions received just before the deadline for proposal submission will only be considered if doing such will lead to cancellation of the RFP otherwise no public response will be forthcoming.

Question #2: Did any vendors get demo’d before the RFP was released?
Answer: Yes, by the NYS Office of Information Technology Services (ITS). During preparation of its business case, ITS searched the Internet to identify vendors with publicly available ROW COTS products and demo’d several vendors to gather further information. Some time afterwards, NYSDOT publicly released a Request for Information and after due consideration of the very informative responses received, chose not to request demos from RFI respondents.

Question #3: Do I need to submit completed PLL forms (RFP Attachment 8) now or in my proposal?
Answer: Completed Procurement Lobbying Law (PLL) forms must be submitted as part of your proposal. If an interested party intends to contact NYSDOT and submit questions, it is recommended that such entity submits completed PLL at that time. It is not necessary to submit PLL forms before participating in the pre-proposal webinar event which is open to the public.

Question #4: Are there any external stakeholders associated with the project?
Answer: Yes. While most stakeholders are internal to NYSDOT, the external stakeholders are: Citizens and Businesses, NYS Jurisdictional Agencies, Office of the State
Comptroller, Office of General Services, and NYS Attorney General. Please see Figure 1 ‘Required ROW/RE IT System Stakeholders’ located on the RFP page 13.

**Question #5:** Is the cost of software license fees included in calculating MWBE participation percentages?

**Answer:** Yes. For RFP Attachments 11 and 12, the percentage of MWBE participation (as well as the percentage of SDVOB participation) is calculated based on total proposed cost (per Attachment 7). A proposed total cost must include all proposed costs, including software license fees.

**Question #6:** In Attachment 1, can you please explain: A) Instruction #4? B) Column E ‘Reference in Technical Proposal’?

**Answer:** A) Instruction #4 states that: “Within each of the responses, identify which requirements from Attachment 1 Functional Requirements will be met.” While this instruction appears in Attachments 1-6, for Attachment 1, this pertains to descriptions of how a requirement is met presented elsewhere within your proposal; or should your Attachment 1 response group several Attachment 1 requirements, then identify which specific Attachment 1 requirements are being met by your grouped response. B) When completing RFP Attachment 1, please use Column E to indicate where within your proposal your description regarding how Attachment 1 requirement(s) have been met. The default is to present this information in Attachment 1. Presenting this information elsewhere is allowed as long as you tell us where to find it.

**Question #7:** You mentioned that there will be three Project Managers – could you please explain what this means?

**Answer:** For the C037711 project, once Notice to Proceed has been issued, there will be three Project Managers: One from NYSDOT, one from NYS ITS and one from the selected Consultant.

**Question #8:** In the lower portion of the ‘Cost of Services’ tab in Attachment 7 ‘Cost Proposal’ can you please explain the applicability of the ‘cost of regulatory compliance services requirement’?

**Answer:** In Attachment 7’s Cost of Services’ tab, rows 58 through 109 contain extraneous information which shall be removed from the RFP. The information presented in Rows 112-114 is relevant and will be relocated to just below row 55.

**Question #9:** How can MWBEs or SDVOBs get in touch with interested prime consultants?

**Answer:** NYSDOT will shortly release its List of Interested Parties, which contains contact information from all parties who have officially expressed interest in the C037711 RFP opportunity.

**Question #10:** I have the announcement from the website with the login details. Do I need to provide any additional information to register for this event?

**Answer:** No. You can prepare and submit the RFP Response Back form as well as completed PLL forms at this time or submit such in your proposal.
ROUND ONE QUESTIONS (After 1st Webinar):

Question #11: The RFP states that NYSDOT recorded the webinar. In addition to publishing answers to vendor questions asked at that meeting, can NYSDOT also publish the actual recording?

Answer: The pre-proposal webinar recording failed. NYSDOT will release answers to questions.

Question #12: RFP Section 3.5 – URL for guidelines throwing two errors – please send correct URL / hyperlink: https://www.its.ny.gov/tables/technologypolicyindex - this site is not secure – error code ‘DLG_FLAGS_SEC_CERT_CN_INVALID’. We select go to webpage – and receive this error: ‘(404) Page not found’. Can this be fixed?

Answer: The correct address is https://its.ny.gov/tables/technologypolicyindex which can also be found in RFP Section 3.7.

Question #13: RFP Section 3.7 – paragraph 7 – Where can we find the document that spells out compliance with ‘New York State Enterprise Information Security Office (EISO).’ Can a link to this reference be provided?

Answer: The New York State Enterprise Information Security Office (NYS EISO) policies can be found at: https://its.ny.gov/eiso/policies/security.

Question #14: To calculate licensing options, we would like to know how many users you expect will use the new system. For each platform, how many users will be entering data vs read only?
  a. Example: Web users: 100 / 300 (100 = # of users entering data, 300 = # of users with read only access)
  b. Excluding public access portals
  c. Web users
  d. GIS users
  e. Mobile users

Answer: Web users: assume 200 DOT users and 80 DOT consultants annually entering data, up to 1,000 citizens annually accessing the system to submit and view application data and up to 50 DOT users with read only access; GIS users: to be determined – for RFP purposes; assume 100; Mobile users: assume 100 Right of Way Specialist entering data. Please Note: NYSDOT expects that Office of Right of Way Specialists and Read-only users will use any of the Web, GIS and Mobile applications.

Question #15: Attachment 19 – NYS Office of ITS RT Cluster: Release Management Overview. Can you please confirm that this is solely managed and resourced by NYSDOT, with assistance from Consultant as requested?

Answer: Release and deployment management is managed by the NYS Office of Information Technology Services (ITS) on behalf of NYSDOT, with assistance from the selected Consultant.
**Question #16:** Attachment 3 – Project Plan & Staffing Requirements, PP4: Please confirm that the reference to DBE refers to MWBE and SDVOB, or is there another RFP requirement for a separate DBE component in addition to the MWBE and SDVOB goals fixed?

**Answer:** All references to ‘DBE’ anywhere in Attachment 3 is erroneous and shall be replaced by ‘MWBE’. There is no DBE requirement to RFP #C037711.

**Question #17:** Attachment 3 – Project Plan & Staffing Requirements, PP6: Attachment 3.1 is missing, please supply Attachment 3.1.

**Answer:** Reference to Attachment 3.1 is erroneous and is stricken from the C037711 RFP. Please provide a resume for all key personnel offered. The C037711 RFP has no prescribed resume template. Please limit resumes to two pages. The two-page limit does not apply to presenting relevant project information.

**Question #18:** Attachment 3 – Project Plan & Staffing Requirements, PP7: We have found that with today’s technical tools of phone conferences and screen sharing we can reduce total cost of the project by working together with NYSDOT to come up with a minimal onsite schedule. Can you please confirm that we can propose an alternative onsite schedule with our RFP response and still satisfy RFP responsiveness?

**Answer:** Yes, NYSDOT is open to use of technology to facilitate service delivery and reduce the cost of such service delivery. However, it is still required for key personnel to be on site during delivery of more critical service items.

**Question #19:** Attachment 7 / Instructions tab / #11 Include all Attachment 8 Cost Proposal information in your Cost Proposal submission. We are guessing that this is either a typo (should be Attachment 7) or should be removed. Can you please confirm?

**Answer:** The instructions should reference Attachment 7. Referencing attachment 8 is a typo.

**Question #20:** Attachment 7 / Cost of Services: Activities and associated Payment Schedule (column D) is a Waterfall methodology. Our best practices (and lowest cost) utilize a more agile approach to the entire project. We would like to propose an agile project methodology that would also alter the payment schedule and percentages of each milestone. Can you please confirm that an agile approach with a revised proposed payment schedule is acceptable in our RFP proposal?

**Answer:** In their technical proposal, vendors are allowed to propose a plan and method which features whichever method works best for their offered approach and is in the State’s best interest to pursue (all other offers included). For a proposed Agile method, NYSDOT expects to receive a proposed payment plan based on the applied Agile method’s schedule of deliverables, such that payment can be rendered after NYSDOT acceptance of Agile-delivered product. Any proposed Agile method and cost would be evaluated per the RFP’s pronounced proposal evaluation process. NYSDOT is open to implementing modules of the solution for partial solution acceptance over the life of the project.

**Question #21:** RFP 4.6.1 – Cost Proposal Submittal / Method of Payment (page 25). Referring to sentence starting with ‘License fees shall be paid via…’ Our COTS solution’s license fee is typically due up front at the beginning of the project because the COTS solution will be installed for use by NYSDOT personnel during the implementation process. We
are open to negotiating a balanced schedule of payments across the implementation process. Can you please confirm that we can propose a revised licensee fee payment schedule in our RFP proposal?

**Answer:** The RFP requires that an arrangement where the selected Consultant shall install all required licensed up front, that once installed successfully, the vendor may bill NYSDOT for up to 40% of the total license cost. NYSDOT and NYS OITS will test, develop and progress the project towards its acceptance stage. Once formal acceptance has been granted, then payment for the remaining license balance (60%) is rendered. If a vendor is offering a per-seat license in lieu of an Enterprise license, then the 40-60 rule still applies since no production use by NYSDOT will occur until after formal acceptance has been approved. For a per-user license, the number of licenses assigned to users gets set on an annual basis and monitored on a monthly basis. Proposers are allowed to propose and include a payment schedule based on their offered business model per NYSDOT’s licensing policies; each such offer shall be evaluated to determine which proposal provides the state with the best value.

**Question #22:** Exhibit F ‘Other Requirements’, page 118, subsection 1 ‘Subcontractors’, 1.1 “The Consultant shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review.” Is it required for MWBE and/or SDVOB subcontracting to ALSO follow and document a competitive bid, multi-source price review?

**Answer:** While NYSDOT prefers prospective consultant to secure the services through a competitive process, this is not a requirement per NySDOT’s terms and conditions (“…for the purchase of materials and equipment…”), and such is not required regarding the process of selecting MWBEs to be a subconsultant in your proposal.

**Question #23:** RFP page 26 states “No exceptions to any of the draft contract’s terms and conditions will be entertained by NYSDOT. Conditional bids will be deemed non-responsive.” This restriction may limit the number of qualified vendors that can bid. Will NYSDOT reconsider allowing vendor exceptions to select terms and conditions?

**Answer:** As was mentioned during the pre-proposal webinar, it is a firm proposal requirement that each proposer accept all of the RFP’s draft contract’s terms and conditions ‘as-is’. However, each interested party has an opportunity, during the RFP’s pre-proposal phase, to submit questions regarding the contract’s objectionable terms for the state to consider prior to the final release of answers. It is each proposer’s responsibility to let NYSDOT know ASAP regarding any terms or conditions which will lead to submission of a conditional offer. Acceptance of a conditional offer is not giving all competing for contract award fair and equitable treatment.

**Question #24:** RFP 2.3 – Contract Terms and Rate Adjustments (page 12). Typical agreements that base future increases on Producer Price Index (PPI) allow for the higher of either the PPI or a reasonable percentage. The STATE is requiring the lower of the two to be used for future pricing. That seems unfair when inflation costs for Consultant may raise above the limit of 2%. Is STATE agreeable to changing the language to use the PPI directly without a limit of 2%?

**Answer:** The reason for the bifurcated rule is PPI can swing into the negative territory, therefore the 2% test provides an acceptable minimum, subject to current market
conditions. Setting this rule in this manner provides all interested vendors with an opportunity to account for future cost of doing business when preparing their cost proposals; it also makes this portion of the playing field level for all competing vendors.


**Answer:** Thank you for pointing out the inoperative link. The contract will be updated to include the following working link: https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions.

**Question #26:** Draft Contract: The way we develop most features for client’s requirements like NYSDOT’s RFP is to incorporate that work directly into our base product via developing new configurability which allows clients to stay on our COTS solution instead of a developed custom solution. That means ‘Developed Software’ as defined in the draft contract (Attachment 17) is not separated from our ‘Consultant-Owned / Proprietary Software’ / COTS source. As such, we would need to adjust all references to Developed Software and source in the Contract and exhibits to be Proprietary and not available to NYSDOT except through an Escrow 3rd party agreement. Can we can mutually discuss and adjust during contract finalization?

**Answer:** No, conditional offers are not acceptable. In regard to this question, the RFP’s draft contract remains unchanged.

**Question #27:** Draft Contract, Articles 4.4.1 Scope Changes, 4.5 Extra Work, 4.6 Disputed Work: Please confirm we can mutually discuss and adjust during contract finalization. We believe any scope change or extra work clauses need to reference the work that is outside the definition of ‘Scope of Services’. Need to add ‘mutually agree’ on work outside of the Scope of Services, instead ‘The STATE shall be the sole judge as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work’. Can these draft contract items be changed?

**Answer:** No, the RFP’s draft contract remains unchanged regarding the items raised in this question. These items pertain to changes to the contract’s scope after award/after contract approval. The State will work with the selected Consultant to resolve any matters which may arise during the course of the contract regarding these items.

**Question #28:** Draft Contract, article 11.4 FWHA license: Based on if the selected licensing approach (cost savings) will be a user-licensed solution, we propose the following language – ‘Under the FHWA Grant Agreement, the FHWA has reserved a royalty-free, perpetual, transferable, nonexclusive, and irrevocable license to reproduce, publish, modify, or otherwise use in any media which exists currently or in the future, and to when additional authorized users licenses under this Agreement’s conditions are followed and allow others to use any such copyrightable work produced under this Agreement with Federal funds, for Federal Government purposes.’?

**Answer:** Federal terms and conditions are non-negotiable. However, this term is not applicable at this time since the State intends not apply any federal funding to
contract #C037711, that the State intends to fund contract #C037711 with 100 percent state funds.

**Question #29:** Draft Contract, article 14 System Acceptance: The reference to ‘requirements’ needs to include the Scope of Services (defined in Definitions). Can we propose the following language – ‘If NYSDOT determines that the System has not successfully completed the requirements as defined in Scope of Services…’?

**Answer:** The RFP is modified as follows: Attachment 17 ‘Draft Contract,’ in Article 3 ‘Definitions,’ the definition of ‘Project’ shall be revised to read as follows (emphasis added):

"Project" means the provision or development of, testing, evaluation, deployment, maintenance and support of the Consultant-supplied Software and all System requirements hereunder for the New York Department of Transportation, inclusive of (unit price books, technical specifications, all software, services, training, and support) to be provided or developed by Consultant, as more fully described in the Scope of Services, together with the Licensed Software described in this Agreement.

The RFP is further modified as follows: Attachment 17 ‘Draft Contract,’ Article 14 ‘System Acceptance’ shall be revised to read as follows (emphasis added):

14 System Acceptance. If NYSDOT determines that the System has not successfully completed the Project requirements of the system acceptance during the System Implementation, NYSDOT shall promptly notify Consultant, in writing (hereinafter referred to as "notice of failure"), and shall specify with as much detail as possible in which respects the System does not perform properly. The Consultant shall respond within ten (10) business days with an action plan and schedule to address all issues related to the failure(s). NYSDOT may approve, require changes to, or reject the plan. If NYSDOT rejects the action plan provided by the Consultant in response to the notice of failure, NYSDOT may determine that such rejection means that the Consultant is in material default under this Agreement for the purposes of the default and termination provisions of this Agreement or may, at it’s sole discretion, afford the Consultant with additional opportunity to cure the default.

**Question #30:** Draft Contract, article 15.1: The reference to ‘requirements’ needs to include the Scope of Services (defined in Definitions). We propose the following language – ‘If NYSDOT notifies Consultant that any Software, System, or Service fails to conform to the requirements as defined in Scope of Services of this agreement…’.

**Answer:** Article 15.1 remains unchanged.

**Question #31:** Draft Contract, article 33: As Federal and State requirements, we would address anything outside the current Scope of Services with a Change Request process. Can we propose that the following language for the last sentence – ‘…that Federal and State requirements may change and that the changed requirements will apply to the Project as required and follow the Change Request process as defined in section 4.5 Extra Work?”
**Answer:** Article 33 remains unchanged. Any material changes to the project will be managed through the State’s standard project change request process. Material changes to the contract will require execution of a formal contract amendment.

**Question #32:** Draft contract, Appendix D: Does the ‘MWBE Utilization Plan’ mentioned in require anything more than the completion of (a) MWBE Participation Information and (b) MWBE Participation Solicitation Log?

**Answer:** Yes, the selected Consultant shall be required to comply with the following task which shall be added to C037711’s scope of services (Exhibit __ will be the applicable MWBE and SDVOB Participation Information tables):

**Task __ M/WBE & SDVOB Programs**

**Question #33:** Draft contract, Appendix E ‘Information Technology Infrastructure Requirements’: Since this project will be hosted on NYSDOT infrastructure, should this appendix be removed? If not, can you please document which sections apply to the Consultant’s RFP response?

**Answer:** No, Appendix E shall remain part of the RFP’s draft contract, and all of Appendix E’s provision shall apply as applicable to this project (item 19 may not apply).

**Question #34:** Draft contract: Following Appendix E, there is Exhibit A, Form B which is a duplicate of Attachment 18. This Exhibit A right after Appendix E should be removed – please confirm?

**Answer:** Exhibit A is part of the C037711 contract as referenced under Article 1 ‘Documents Forming the Agreement’. In addition, Article 38 is being revised to now reference Exhibit A as follows (emphasis added):

38. **Compliance with Consultant Disclosure Laws.** The Consultant shall timely, accurately, and properly comply with the reporting requirements of State Finance Law Subdivision 17 of Section 8 and Subdivision 14 of Section 163, as amended by Chapter 10 of the Laws of 2006, by submitting the New York State Office of the Comptroller’s “Form A - State Consultant Services – Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term” and “Form B - State Consultant Services – Contractor’s Annual Employment Report” (Exhibit A), available through the NYSDOT website under Consultant Contract Reporting Requirements at: https://www.nysdot.gov/portal/page/portal/main/business-center/consultants/forms-publications-and-instructions.
Annual employment reports (Exhibit A) should be submitted to the following addresses. It is recommended, however, that consultants check the agency websites annually to confirm the addresses.

Further, in Article 2, the definition of ‘Scope of Services is being revised to remove reference to Exhibit A ("Scope of Services" means Exhibit A Scope of Service Clarifications, followed by…”).

Question #35: Draft Contract, Exhibits B, C, D, E: The RFP does not reference these exhibits other than to say they are included. Can you please add detailed instructions for the Consultant to satisfy RFP responsiveness or confirm these are NOT needed with the initial RFP response?

Answer: To clarify, Exhibit B shall be NYSDOT’s entire C037711 Request for Proposals, added to the contract as an external reference. Exhibit C shall be the selected Consultant’s entire proposal added to the contract as an external reference. Exhibit D: Staffing Plan is a placeholder and shall be added to the contract after selection based on information presented in RFP Attachment 3. Exhibit E: Systems Requirements Traceability Matrix shall be added to the contract after selection and shall be the selected Consultant’s Attachments 1-6.

***************END OF QUESTIONS THROUGH MARCH 28, 2018******************

APRIL 2, 2018 SECOND WEBINAR QUESTIONS

Question #36: Regarding RFP Attachment 7 Cost Proposal, ‘Maintenance Cost’ tab: Is the 18-month warranty period firm of flexible?

Answer: NYSDOT is willing to consider alternative warranty periods provided that the offered warranty provides the State with an adequate time period to prove that all of the installed software performs bug-free as accepted.

Question #37: Regarding RFP Section 4, Tables 1 and 2: Should one of the required hardcopies be an original?

Answer: Yes, one of the required hardcopy proposals for your Technical & Management submission and one of your Cost & Administrative submission must be original.

Question #38: Regarding RFP Attachment 1: several of the requirements reference ‘MULTIPLE use cases. Can this be clarified in all cases?

Answer: NYSDOT concurs that 106 of the 599 requirements (17%) specify Multiple Use Cases. NYSDOT will work with the selected Consultant to provide clarification for which Use Cases apply for all requirements as part of requirements review during the implementation project.

Question #39: While one of the RFP’s objectives is to seek “a comprehensive COTS solution” is it possible to also offer solutions which require some degree of configuration and/or customization?

Answer: Yes, this is possible. NYSDOT is open to seeking the best available solution at the best available total cost.
**Question #40:** Regarding RFP Attachment 4 ‘Data Conversion’: can more information be provided?

**Answer:** NYSDOT will make legacy data available in an Oracle database as well as supporting .doc, .docx, .tif, .txt, and pdf files in a Windows shared file directory. The Oracle data model for the legacy data is in development and is not available at this time. NYSDOT will work with the selected Consultant to complete data mapping to the new system. It is expected that the Consultant shall develop a method to load this legacy data into the new system and transfer the document files to the solution document repository. Interested parties are instructed to include in their Technical proposal a narrative description of their approach and scope effort regarding meeting the RFP’s data migration requirements based on the answer to Question #40. Interested parties are further instructed to include an assumed Data Migration level of effort labor estimate with any associated estimated expenses in their Cost proposal.

**Question #41:** Is the second pre-proposal webinar being recorded and will that recording be available?

**Answer:** Yes and Yes (Announcement #4 released the April 2, 2018 pre-proposal webinar recording).

**ROUND TWO QUESTIONS (After 2nd Webinar):**

**Question #42:** Attachment 11 of the RFP #307711 for ‘Right of Way and Real Estate IT System Services’ states “For this specific procurement, NYSDOT has established a combined 30% MWBE participation goal for Contract #C037711. Meaningful participation by qualified subconsultants who are certified as a MBE and/or a WBE (prior to the receipt of proposal) count toward the combined 30 percent goal. Any combination of MBE and WBE participation is allowed (thus the intent behind a ‘combined goal’).” If a prime contractor secures a partner that is dual certified by ESDC as a minority woman owned firm and the contract participation of the minority woman owned firm amounts to 30% of the total contract value would the definition of “combined goal” of 30% MWBE participation apply, meaning that the entire 30% goal would be achieved by partnering with a New York State certified minority woman owned firm.

**Answer:** It is allowable to receive a proposal wherein only one certified MBE or WBE meets the combined 30% MWBE goal set for contract #C037711 if that one MBE of WBE provides 30 percent of more of the contract’s total dollar value.

**Question #43:** Regarding RFP Attachment 1 Functional Requirement #ACQ.05: When just compensation has been approved and the Acquisition Authorization and Funding are complete, users must be able to generate and track the Declaration to sequester funding. Can you please provide the definition of “Sequester Funding”? Is this a separate account, like Suspense?

**Answer:** ‘Sequester Funding’ is defined as an activity performed by the NYSDOT Finance unit and is outside the scope of the OROW activities. OROW generates a Declaration form required by NYSDOT Finance. Finance then informs the OROW.
Processing group when the money has been sequestered. The requirement is limited to supporting the ability of the Processing group to indicate when the Declaration is sent to Finance and when they receive notification back from the Finance group that it is complete – these are date fields.

**Question #44:** Regarding RFP Attachment 1 Functional Requirement #ACQ.06.1: Users must be able to capture the DOT Interest Amount, the Pro Rata Tax Amount, and the Pro Rata Tax Date. Where is the Pro Rata tax data coming from? Is this an interface?

**Answer:** The Pro Rata Tax data is determined by the OROW Acquisition Group and completed by the Processing group. There is a series of algebraic calculations that are performed manually; the new system should be designed to include all data fields to enable automated calculations. This final specification for data fields and computational logic would be determined during the implementation phase of the project.

**Question #45:** Regarding RFP Attachment 1 Functional Requirement #ACQ.07.001: Users must be able to indicate the percentage allocations for of funding (Federal, State, Bond, Local, etc.) for a ROW Project. Can you please provide all funding sources (categories) beyond Federal, State, Bond and Local?

**Answer:** Federal, State, Bond, and Local are the only sources of funding used on OROW projects.

**Question #46:** Regarding RFP Attachment 1 Functional Requirement #ACQ.16.003: There is no requirement listed under this number. Please advise if vendors should ignore.

**Answer:** Requirement ID #ACQ.16.003 has been removed from the RFP’s Attachment 1. This requirement should be ignored.

**Question #47:** Regarding RFP Attachment 1 Functional Requirement #ACQ.17.005: When closing a map without further payment, users must be able to capture Agreement Payment Amount and Date, Last Contact Date, Claimant Name and Address, and Reason for Closing. The term "map" is used in several different contexts throughout the RFP. Can you please clarify what "Map Closing" means? Is this the completion of a project?

**Answer:** “Map Closing” refers to a final payment (or non-payment) status on a claim post a statute of limitations period. All Maps for a project would be ‘closed’ before the project is considered ‘closed’ for ROW purposes, but this is not an absolute as claims could be re-opened, but this would be a very rare instance.

**Question #48:** Regarding RFP Attachment 1 Functional Requirement #APP.03.007 Once a W# has been assigned for a ROW Claimant by the Processing Unit, it should be linked to the Appraisal record automatically.” What is a "W#"?

**Answer:** W# is the ROW-assigned number to correspond with an individual Claim Map(s). One W# is equivalent to One Agreement/One Property Claim. This number is also used as a unique identifier to communicate with NYSDOT Finance and The NYS Comptroller’s Office.

**Question #49:** Regarding RFP Attachment 1 Functional Requirement #CLMS.03.002: Users must be able to upload Appraisal report(s) received from a Claimant in support of their
Claim to the Claim record. Is this an upload of a document or extraction of data from a file?

**Answer:** This is the upload of the received Appraisal report (document).

**Question #50:** Is attendance to the second pre-proposal webinar for Monday April 2, 2018 at 10:00 AM mandatory?

**Answer:** No. Attendance at the second pre-proposal webinar is encouraged for those who like to receive a once-through the RFP. Attendance is optional.

**************END OF SECOND ROUND Q&A, THRU APRIL 4, 2018******************

**Question #51:** Reference Attachments 3A and 4: Can you please clarify if vendor has to map data from any other format other than Oracle and whether there are any other types of source databases to be considered for migrating data from legacy systems to the proposed system. Furthermore, is there any documentation or availability of knowledgeable state staff for the legacy systems and their underlying database schemas?

**Answer:** Please see response to Question #40.

**Question #52:** Reference Attachments 3, 7 & 17 (Warranty Provisions, page 77): The RFP mentions that no maintenance and support costs should be provided for Year 1 and Year 2. It is also mentioned that offerors should assume that the final acceptance will occur 6 months from the effective date of the contract and the 18-month warranty support begins upon successful completion of the final acceptance of an operational system. However, elsewhere it is mentioned that NYSDOT wants the fully functional OROW system to be implemented by the Consultant no later than 12 months following approval of the Contract. Can NYSDOT please clarify their expectations on the anticipated project implementation duration as it relates to Attachment 7: Cost proposal? What is the state’s expectations regarding warranty vs. maintenance support from the offeror?

**Answer:** As stated in Attachment 3 “Project Planning and Staffing” It is highly desirable that a fully functional OROW system is implemented by the Contractor no later than 12 months following approval of the Contract (or sooner); regardless, the Project Plans shall reflect the timing of the proposed implementation schedule including acceptance testing within the specified time period. As stated in Attachment 5 “Systems Testing and Acceptance” The contractor shall warranty all work for 30 days post complete system acceptance. It is expected that the Contractor will provide annual maintenance and support costs in the Cost proposal.

**Question #53:** Attachment 1. There are a number of gaps in the Req. No. column – please confirm the below are not required, or update with missing requirements.

a. ACQ.03, ACQ.08, ACQ.09, ACQ.11 – ACQ.15
b. APP.04 – APP.06, APP.08, APP.11
c. CLMS.01
d. PL.02, PL.04, PL.06, PL.08 – PL.10
e. REL.04
f. SGN.05 – SGN.06
g. SP.04, SP.05, SP.07, SP.17, SP.18
h. UO.04s?
Answer: These requirement numbers have been skipped/omitted intentionally for tracking and traceability purposes to ensure that the same requirement numbers are not used for multiple requirements. These requirement numbers should be ignored.

Question #54: Regarding Attachment 1 Functional Requirements: What are the mobile screen sizes desired? Does this include phones, tablets?
Answer: Mobile screen sizes have not yet been specified. NYSDOT Right of Way Specialist entering data can be expected to utilize phones and tablets.

Question #55: Regarding Attachment 1: In this attachment, it appears that NYSDOT uses the terms “Map” and “Parcel” interchangeably. Can you clarify the usage of these two words?
Answer: A Map is a graphical depiction of one or more Parcels of property having the same ownership in property interests.

Question #56: Regarding Attachment 1A:
A. Section B (FileNet): 1) Will there be a preferred file format for generated documents or other content types (forms, maps, photos, documentation)? 2) Also, is there be any requirement for combining files into a single bundled document? 3) Is the metadata/repository design entirely up to the Consultant, or will that be designed by NYSDOT?
B. Section G (Mobile Access): 1) Does NYSDOT desire only connected mobile device operation, or is a disconnected data model desired? 2) Is there a specification on what functionality of the system should be made mobile-accessible? 3) Is the consultant expected to gather requirements and to create functional specs for the mobile apps during the design phase? 4) What platforms/devices are to be supported? 5) Who would be the primary users?
C. Section H (Public Portal): 1) Does a public portal to integrate with already exist? 2) If not, are there requirements and specs for this? 3) Does the creation of the public portal fall under the Consultant’s responsibilities under this RFP??

Answer:  
A. 1) Native file format is preferred (e.g., .doc, .docx, .tif, .txt, and .pdf). 2) There is no requirement to combine files. 3) The Metadata file repository will be designed as a coordinated effort between the selected Consultant, and the NYS ITS/NYSDOT Project Technical team.
B. 1) Both on and off network are required. 2) There is no specification for mobile functionality. 3) Yes, the selected Consultant shall be responsible to confirm functional requirements (gap analysis) and create a functional spec during the design phase. 4) Mobile devices have not yet been selected, however, phones and tablets are expected. 5) Primary Users will be NYSDOT Right of Way Specialist entering data.
C. 1) At this point, a Public Portal does not exist, however it is expected by the time of or after Contract Award that a Public Portal may be available for the Consultant to interface with. The selected Consultant will not responsible for development of a Public Portal. 2) Portal specifications are not available at this time. 3) The selected Consultant will not responsible for development of a Public Portal. Application web pages to support the Public Portal to fulfill the PRTL.01 and PRTL.02 requirements must comply with new RFP Attachment 22 ‘ITS Experience Design Approach’.
Question #57: Regarding Attachment 3, Requirement No. PP7 (Key Project Staff Minimum Onsite Scheduling Requirements) – Can one person hold two key roles? For example, can the Technical Architect also be the Database Architect?

Answer: One person can handle two key roles but it is preferred that there be one person for each role. The Proposer can propose one person for multiple roles and needs to substantially justify how one resource can efficiently and effectively fulfill each assigned role without degrading scope, schedule, quality and budget.

Question #58: There is an inconsistency in the RFP’s scheduling requirements. In Attachment 3, Requirement No. PP3, it notes that the Consultant should implement a system “no later than 12 months following approval of the contract.” However, in Attachment 7, on the Maintenance and Support Costs worksheet, it notes that “Offerors should assume the final acceptance will occur 6 months from the effective date of the contract.” Can you please clarify NYSDOT’s scheduling expectations?

Answer: See response to Question #52.

Question #59: Regarding Attachment 4 Data Conversion:
A. 1) How many databases/source files currently? 2) Can you please provide a row count for each file?
B. Requirement No. DC1 – It states that the current OROW records will be made available in an Oracle Cloud repository. 1) Is there a complete data model/documentation available for Summit? 2) Can the vendor assume that data conversion process will be done only for Summit data?
C. Requirement No. DC2 – In what format(s) are the documents and map files referenced herein stored?

Answer:
A. 1) The approximate record count is 587,000. 2) Row count information is not available at this time.
B. 1) Please see response to Question #40. 2) The data conversion process will be done only for Summit data.
C. Formats will be: .doc, .docx, .tif, .txt, and .pdf.

Question #60: Attachment 5, Requirement No. TA2 – Is the consultant expected to use OITS systems (ALM, Quality Center) etc. for all the Consultant’s testing, or just for the areas where NYSDOT staff are to be involved in submitting issues?

Answer: ITS systems for testing and scanning during the resulting implementation project shall be used as required per RFP Attachment 5. The Consultant is not responsible for providing these tools and should not offer these tools in any part of their proposal. It is expected that the selected Consultant will test any applications delivered prior to coming on site and may use tools of their choice to test the application prior to installation in the NYS Data Center. Once the application is installed in the NYS Data Center, NYSDOT and ITS will provide testing tools and work with the Consultant to conduct testing.

Question #61: Attachment 6, Section A (Service Level Objectives):
A. 1) Who determines the level of defect prioritization/Severity, and what if the consultant has a different opinion? 2) In case of a dispute as to the level of a System
Defect, what procedure would be followed to resolve the assigned level of defect prioritization?

B. Severity #1 defects may not be entirely due to the Consultant’s own application, and may be due to deployment server changes/configurations by NYSDOT. Would the resolution time clock start when the defect is identified to be Consultant’s responsibility alone?

C. For Severity #1 defects, which may be an L1-support issue, same-day resolution time may be an overly aggressive goal for the Consultant to carry out. Would the existing processes for production environment access (for Consultants) permit such an aggressive resolution time? The same logic, scaled to Severity levels, applies to levels #2 and #3.

D. 1) What if contractor contends that a reported defect is actually an enhancement request? 2) Is it acceptable to record a resolution as “Enhancement logged and pending funding authorization”?

E. NYSDOT defined 4 environments (development, test, QA, and production), as well as a process for moving implementations and presumably changes through them. When resolving defects, is there an expedited deployment process to work through these 4 environments and the associated testing? Without this, it is difficult to envision proceeding through the specified process in 1, 2, or even 10 days depending on resources available from the NYS hosting center, meaning it might not be possible to meet contractual resolution requirements for Severity levels #1 and #2, and possibly even #3?

Answer: In general, NYSDOT notes that the RFP Attachment 6 SLAs do not apply during the development and implementation phases. The SLAs and defect remediation processes start after the system is live and deployed to users. More specific answers follow:

A. The SLAs provided in Attachment 6 are NYS ITS Standard definitions. If, after following defect triage, the Severity Level is under dispute, the defect can be reviewed with the NYSDOT Application Owners to determine if a change to the Severity is warranted.

B. The resolution time starts upon notification to the appropriate responsible party.

C. Severity 1 defects are managed by a ‘Incident Manager’ where all involved groups and parties are and work to resolve the defect in a timely manner.

D. If defect analysis determines that the resolution is an enhancement, the resolution will be managed as a Project Change Request.

E. The required Deploy and Release process is described in RFP Attachment 19 and shall be used to manage code deployments and promotion across tiers.

Question #62: RFP Section 4.5, Table 1: This table notes that the Technical and Management Proposal should have a table of contents that “identifies the page numbers of all sections.” Since all of the sections in the Technical and Management Proposal are comprised of existing NYSDOT forms from the RFP, should we be adding our own pagination to these existing forms? If so, should the pagination be continuous through the entire proposal, or restart in each section?

Answer: Proposers are instructed to sequentially number the pages of their Technical & Management proposal and do same for their Cost & Administrative proposal. It is okay to change the page numbers of any of the RFP’s response attachments.
**Question #63:** RFP Section 4.5, Table 1: This table requires a cover letter and table of contents for the Technical and Management Proposal, but there is no similar requirement in Table 2 in Section 4.6 for the Cost and Administrative Proposal. Since the Cost and Administrative Proposal is being bound and sealed separately, should it have a separate cover letter and table of contents? And do we need to provide a master table of contents that covers both the Technical and Management Proposal AND the Cost and Administrative Proposal, or are the individual tables of contents in each proposal sufficient?

**Answer:** In your Cost & Administrative proposal, please include a copy of the Cover Letter submitted in your Technical & Management proposal.

**Question #64:** RFP Section 4.6.1, Item 1, third paragraph: This item requests that “the assumptions and the cost basis of estimate must be included in the Cost Proposal, as indicated in Attachment 7.” The Excel workbook that is Attachment 7 provides instructions as to what assumptions and cost basis are requested, but the templates don’t necessarily include space for them within the worksheets themselves. Assuming that you don’t want us to perform any material changes to the worksheets, can we provide the requested “assumptions and cost basis” separately in textual form apart from the Excel workbook as part of the Cost and Administrative Proposal submittal?

**Answer:** Please provide your cost assumptions and the cost basis of estimate via an insertion page included in the Cost Proposal section of your Cost & Administrative proposal. Feel free to present such as a narrative with supporting tables, etc. You’re correct that NYSDOT prefers to not have the tabs presented in RFP Attachment 7 altered.

**Question #65:** RFP Section 5.2: This RFP requests the costs for a COTS software solution, which will consist substantially of a license fee for an existing product, plus labor for configuration, testing, deployment, and management. The RFP also requires 30% MWBE subcontractor participation, of which 6% would be DVBE. NYSDOT’s expectation for a COTS application requires a team that is intimately familiar with the existing product, including its UI, design, architecture, and workflows. Modifying the COTS for NYSDOT’s specific requirements can only be accomplished with a team with this experience and subject matter expertise. This aspect will define the majority of the work on this project, certainly greater than 80%. Therefore, there are only a few extremely limited portions of a COTS product implementation (i.e. training, quality assurance, network, and data migration) where a subcontractor may be successfully utilized. These limited subcontracting opportunities make it very difficult to include a subcontractor for any of the project cost, especially such a high percentage of the total cost. Can the MWBE percentage requirement be reduced, or perhaps clarified to be a limited percentage of only the labor portion of the project?

**Answer:** It is New York state policy to require a 30% MWBE goal and a 6% SDVOB goal for 100% state-funded RFPs. While well aware of the nature of the services being requested under RFP #C037711, NYSDOT expects each proposal to do its best to reach out to, and include participation from, appropriately qualified MBEs, WBEs and SDVOBs and account for their proposed cost via completion of RFP Attachments 11 and 12. Should a vendor be unable to meet and/or exceed C037711’s goals, it is expected that that vendor must do its best effort to document all outreach efforts and include a summary of such in their proposal via RFP.
Attachments 11A and 12A while presenting a narrative of such via letters. When examining Attachments 11A and 12A, NYSDOT will look at degree of robustness and level of good faith effort to secure MWBE/SDVOB participation. It is allowable for the same MWBE/SDVOB to be proposed across multiple proposals.

**Question #66:** RFP Section 5.2: If a subcontractor is in the process of becoming listed in either the NYS ESD or OGS Directories (and would be listed by the time of RFP Award), would this meet the MWBE/SDVOB subcontractor requirements as defined in the RFP?

**Answer:** The fifth paragraph, second line in the “Attachment 11 and Attachment 11A” portion of RFP Section 4.6.2 ‘Administrative Proposal Section Submittal Requirements’ is being clarified to read as follows (emphasis added): “To count towards the contract’s 30% combined MWBE goal, a firm offering MBE and/or WBE participation must be currently certified per Empire State development’s MWBE Directory at the time of proposal submission.” The fifth paragraph, second line in the “Attachment 12 and Attachment 12A” portion of RFP Section 4.6.2 ‘Administrative Proposal Section Submittal Requirements’ is being clarified to read as follows (emphasis added): “For participation to count towards the SDVOB goal set for this solicitation, the offered SDVOB participating firm must be currently certified by Empire State Development at the time of proposal submission.” To be fair to all and ensure that a failed certification effort does not get credit, the RFP requires that all proposed MWBEs and SDVOBs be certified by New York state before or at the time of proposal submission.

**Question #67:** Sample Contract, Section 4.7: This section indicates that “Consultant shall cooperate with, and coordinate its work with, any other consultants....” What number, if any, of such consultants will be associated with this effort, and what is the work scope of such consultants?

**Answer:** The NYSDOT/ITS Team will work with the selected Consultant regarding any required interface development, using the Project Change Management method (to define the scope, scale and cost). Should the selected Consultant be directed to work cooperatively with another Consultant (Esri is one possibility, for the GIS portion of the project) and the Project Change Request be approved, additional scope and budget shall be amended into the contract via formal supplemental agreement. It may also be possible that the NYSDOT/ITS Team will provide the interface to another consultant.

**Question #68:** Sample Contract, Section 6.3, Item IV: This item indicates that training will be provided for a number of months. In our technical proposal, we will propose a training program that indicates a number of sessions and participants, but will not be an unlimited amount of training for a specific number of months. Will this section be determined Not Applicable as a result?

**Answer:** Item IV of Section 6.3 of the RFP’s draft contract is to be removed from the RFP as not applicable. This requirement is used under engineering and construction agreements (and is directly linked to Article 11 ‘Training Special Provision’ under RFP Draft Contract Appendix C).

**Question #69:** Sample Contract, Section 8.3, Schedule of Refund table: This table lists values for Years 1-5. Although not explicitly stated, does this table mean that for years 6 and
beyond that the refund amount is zero (0) percent (and if not, then assume that the last row will be changed to read Years 5 and beyond)?

**Answer:** Article 29 ‘Term of the Agreement’ defines the contract’s maximum term as five years. The two extension years are extra and not accounted for under Article 8.3 ‘Schedule of Refund’. Should the agreement be extended to add a sixth and/or a seventh year, then Article 8.3 shall be revised to extend the fifth year’s 20% refund over the additional one to two years, as applicable. NYSDOT agrees to modify ‘Year 5’ under Article 8.3 to read: ‘Year 5 and beyond’.

**Question #70:** Since MWBE and DBE certification utilizes similar certifying criteria except that DBE is a federal program, if an offerer is not able to meet MWBE requirements for any reason, will State consider giving recognition to utilizing of DBE business participation as a part of their proposal?

**Answer:** NYSDOT cannot now allow DBE business participation to count towards an MWBE goal. Please note the special note included on RFP page 53 in the ‘MWBE Solicitation Log Instructions’ guidance section, which states that the federal DBE program is separate from the state’s MWBE program.

**Question #71:** Can an offerer’s partner that is currently federally certified as SDVOB but is undergoing certification with New York State and plans to be certified by the time of contract award would count towards SDVOB participation requirements?

**Answer:** Please see the answer to Question #66.

**Question #72:** Would state consider making the article 8.2 indemnification clause on page 69 mutual?

**Answer:** This proposed change to the RFP’s draft Contract Article 8.2 is not allowed.

**Question #73:** On page 75, clause 11.7 discusses weekly back of source code developed. Under what conditions does the State plan to request source code backups, given that they already have escrow option under section 12.1. Also, can you please confirm that this backup is for "Developed Software"?

**Answer:** Articles 11.7 and 12/12.1 work together to ensure that NYSDOT gets a copy of any developed software delivered under the project.

**Question #74:** On Page 25, license fee payment terms are indicated as 40% upon initial install and rest upon project completion. Can State provide more than two payment milestones and possibly a higher than 40% payment?

**Answer:** No. The 40%/60% software license fee payment method is firm.

**Question #75:** Under what conditions would state invoke clause 16.1.1 - Termination for convenience? Will state be open to a 30-day written notice instead of 7 days?

**Answer:** It is not practical to say specifically what would precipitate an event leading to the state cancelling a contract for convenience. The notice requirement under Article 16.1.1 remains unchanged.