Questions and Answers for Revised RFP 9/27/2011 received via email:

1. In Article 14, Damages and Delays, since this is a lump sum project, will NYMTC consider modifying the language such that the Consultant does not waive all claims for compensation attributable to the delay or stop work order so long as the parties take reasonable and mutually agreeable efforts to minimize the impact on the work and the cost to the project?

   1. Ans.: No. Article stands as written.

2. In Article 16, Termination, will the State consider modifying the language with respect to payment in the event of termination for convenience such that the Consultant may be paid not only for “completed work” but also for work in process at the time of termination?

   2. Ans.: No. Article stands as written. State works with consultant regarding work in pipeline.

3. 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.

   3. Ans.: This is to indicate other staff to be used on the project with that specialty, e.g. GIS or public involvement, who may be used on the project but have not been determined yet.

4. The note at the bottom of the Proposed Staffing Rate Schedule in Attachment #5 includes a formula for calculating the fully-loaded rate. As written, the note seems to indicate that Consultant can take fee only on direct labor. However, the Summary Estimated Budget, also in Attachment #5 calculates fee based on direct labor and overhead. The latter is more customary. Please confirm that the Consultant may take fee on direct labor and overhead.

   Ans.: Confirmed. The calculation for fee is a percentage of the sum of direct labor cost and the resulting overhead amount.
5. In the event that the offeror determines to submit exceptions in its cover letter, would it be acceptable to edit the Acceptance of Contract certification to read as follows? …except as set forth in the cover letter, certify that I have read and accept all Terms and Conditions contained in the draft Contract, including Appendix A, which is included as Attachment #3 correspond accordingly to this Request for Proposals.

*Ans. No. This Attachment remains as written with no edits/changes allowed.*
Prior QUESTIONS AND ANSWERS FROM PRE-PROPOSAL CONFERENCE
And TECHNICAL NOTE
HELD August 10, 2010 AND VIA EMAIL

TECHNICAL NOTE – Addition to Scope:

“The CONSULTANT shall conduct an oversampling of taxi trips as part of the RES. This oversampling of taxi trips will be used for future improvements to the NYBPM including:

- Better estimation of the taxi mode subcomponent of the BPM mode choice model
- Origin and destination validation via travel time and speed data
- Development of a visitor model
- Provide travel behavior data of taxi users

As part of this effort the CONSULTANT shall recommend an appropriate oversampling plan for taxi trips that would be representative of the study area. The CONSULTANT is to conduct this effort in tandem with the overall RES project and follow the requirements set forth in the RES RFP including the minimum data collection requirements stated in Attachment #10. The cost for this effort shall be presented separately in the project proposal.

Questions from the Pre-Proposal Conference:

Q1. Slide 5 states that the objective of this project is to develop establishment survey data that will serve to enhance and improve the NYBPM (next generation model). Three different specific modeling needs are noted – Destination Choice, Visitor’s model, and Truck trip tables. With the amendment coming that will call for the over-sampling of taxi trips, it becomes 4 possible applications of the data for model improvement. While the specifications of the future model has not yet been formulated which could guide the design the of the sampling plan at this point, it would be helpful to know what NYMTC’s expectations are as to how and to what extent the establishment data will support each of these? For the first one, can you confirm that this about improving the attraction (or size variables) applied as part of the non-Home side of the destination choice model? Is this survey expected to collect all the travel survey data that would be needed to develop a visitor’s model? With respect to commercial deliveries/shipments, are these data intended to support the estimation of a planned new Freight Model, or to supplement other information that can be used to improve truck trip table estimation? Finally, given fixed project resources, if choices need to be made to ensure that the data will be useable for model development and improvement, have priorities been established among these modeling components?

Ans. 1. Yes, the data collected through the Establishment Survey will be applied to improve the non-home side of the home based trips and also non-home based trips in destination choice model. This survey is the primary source for data needed to develop a
visitor model. Our standing is that the data collected for commercial vehicles through the establishment survey will not be sufficient to develop a comprehensive freight model. Instead, these data will be used to supplement other information (such as truck OD surveys, counts, etc.) to improve the truck trip table estimation. All the above mentioned four applications of the data will be critical components of the NYBPM.

Q2. A follow-up question regarding the expectations of how the data will be used for improving the Destination Choice model: One way would be to support more segmented land use/activity zonal input data, along with more accurate estimation of attraction rates, improvements that would be implemented generally in the model (for all zones). Another and somewhat different objective is to introduce into the NYBPM the modeling of special generators (and special events), which significantly vary from “average” destinations, places that generate more trips, longer trips, different time of day peaking, or significant difference in the modes that are used travel to and from them. Does NYMTC expect that the data to be collected in this project will be sufficient to support both of these aspects of improving destination choice modeling? Any priority in terms of emphasis between the two?

Ans. 2. Special generators are vital and integral parts of establishments in this region. The survey should address both aspects. The Consultant shall propose criteria for the selection of special generators to be surveyed. The Consultant shall propose strategies to balance the data needs and limited resources.

Q3. In Section III, Scope of Work Task B--Survey Design of the RFP (p.14), it is stated that "the consultant should assume survey sample size of 700 establishments within the study area". Does the study area include only the 10 NYMTC counties or the entire 28-county model area?

Ans. 3. The study area covers all 28 counties as indicated NYBPM.

Q4. Please elaborate the purpose of the GIS web application for this project.

Ans. 4. The purpose of the GIS web-app is to allow NYMTC members and the public to visualize, query and download the results of the survey. Queries results could be visualized at various geographic levels (e.g., region, subregion, county, NYMTC counties).

Questions after the Pre-Proposal Conference:

Q5. Do you have any specific criteria, guidelines, or recommendations you can make regarding the makeup of the sample, along the lines of:
• The distribution of buildings by county (I.E. Do you want to oversample in certain counties/boroughs or do you want an even distribution throughout the 22 counties?)
• The distribution of sizes (I.E. Do you want to interview based on the natural incidence, or do you want to oversample either smaller or larger businesses?)
• Are there specific industries or other types of buildings which you specifically want us to target
• Are there any specific areas which you want us to target during specific times of the year (I.E. are you more interested in doing interviews in Midtown during the winter holiday season) or are you looking for a relatively random skew.

Ans. 5. Given the limited resources we expect the consultants to provide a plan for sampling key industries that generate/attract a large portion of the trips in the study area. We do not foresee to sample based on county, the establishments should be representative of their industry in terms of size, location (central business district (CBD), urban, suburban, and rural), etc. As for the time period of data collection, the NYBPM is models a typical workday when schools are open) and we expect the data collection for the establishments to be undertaken during this time.

Q6. Do you have any specific ideas regarding incentives which we would provide either to the buildings where we would conduct the interviews or to the individuals with whom we would conduct the intercept interviews?

Ans. 6. In this matter we will rely on the consultant’s expertise in surveys of similar nature with a detailed analysis to substantiate their recommendation(s).

Q7. Is it required for subconsultants to submit the RFP Response Form?

Ans. 7. NYSDOT and NYMTC need to know which firms are interested. This includes primes and subconsultants.

Technical Questions
Q8. Are the datasets related to commercial property available from NYMTC or other CT/NJ/NY public agencies? If not and the datasets need to be obtained and/or purchased from private entities, should the budget reflect that or will NYMTC obtain/purchase them directly?

Ans. 8. Datasets will not be provided by NYMTC, they should be obtained by the Consultant. The budget should reflect the cost to obtain the datasets.
Q9. In which languages does NYMTC anticipate the survey to be undertaken?

Ans. 9. In this matter we will rely on the consultant’s expertise in surveys of similar nature with a detailed analysis to substantiate their recommendation(s).

Contractual Questions

Q10. In Article 13, Damages and Delays, since this is a lump sum project, will NYMTC consider modifying the language such that the Consultant does not waive all claims for compensation attributable to the delay or stop work order so long as the parties take reasonable and mutually agreeable efforts to minimize the impact on the work and the cost to the project?

Ans. 10. NYSDOT requires that all responding firms accept the Terms and Conditions (T&C) of the RFP’s draft contract. If a responding firm takes any exceptions, the proper place to note such is in the responding firm’s cover letter. Be advised that the State of New York (which holds all of NYMTC’s contracts) will only consider a T&C exception if it is in the best interest of the state. Regarding Article 13, it is NYSDOT’s practice to consider all work in progress; for lump-sum contracts, reimbursements are only for acceptable deliverables.

Q11. In Article 15, Termination, will the State consider modifying the language with respect to payment in the event of termination for convenience such that the Consultant may be paid not only for “completed work” but also for work in process at the time of termination?

Ans. 11. NYSDOT requires that all responding firms accept the terms and conditions of the RFP’s draft contract. If a responding firm takes any exceptions, the proper place to note such is in the responding firm’s cover letter. Be advised that the State of New York (which holds all of NYMTC’s contracts) will only consider a T&C exception if it is in the best interest of the state. Regarding Article 15, it is NYSDOT’s practice to consider all work in progress but only to reimburse for acceptable deliverables.

Q12. 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. 12. 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.

Q13. The RFP states that the contract will initially be for a 24 month term and may be extended for two, one year options. What information should offerors submit concerning rates that would be applicable in the option years?

Ans. 13. While a firm may offer rates for the contract’s out-years, NYSDOT and NYMTC will only evaluate those rates offered for the contract’s base term. NYSDOT and NYMTC will consider the additional information for reasonableness and it may or may not play a role during negotiations with the selected firm to extend the contract. For the out-years, the direct labor rates should be estimated to the best of a firm’s ability. However, please be aware that the draft contract does contain an out-year rate escalation rule.

SOME CONTRACTUAL CLARIFYING QUESTIONS FROM Prior RFP’s:

Q14: Will the State consider modifying the language such that NYMTC will consult with the Consultant in making the determination as to whether work constitutes extra work?

Ans. 14. NYSDOT requires Consultants to have read and accept all substantive Terms and Conditions contained in the draft Contract, including Appendix A, which is included as Attachment #3 in the RFP. Should NYSDOT determine that an extra work situation has arisen, NYMTC, with NYSDOT’s assistance, will work with the selected Consultant to supplement the contract accordingly.

Q15: Page 47 in Article 13, Damages and Delays: Since this is a lump sum project, will NYMTC consider modifying the language such that the Consultant does not waive all claims for compensation attributable to the delay or stop work order so long as the parties take reasonable and mutually agreeable efforts to minimize the impact on the work and the cost to the project?

Ans. 15: No, this is a substantive Term/Condition in the contract and not subject to change.

Q16: Article 15, Termination: Will the State consider modifying the language with respect to payment in the event of termination for convenience such that the Consultant
may be paid not only for “completed work” but also for work in process at the time of termination?

*Ans. 16.* The contract language states that the Consultant shall be paid for completed work per the agreed upon scope of services. This is a lump-sum milestone-deliverable payment contract.

Q17: The Staffing Table Samples reference only direct labor. Should the labor rates as set forth in the sample also include overhead and fee?

*Ans. 17:* No, please provide just labor rates for Table A-2. Attachment 4-S ‘Summary Estimated Budget’ should state the Overhead rate and Fee. If your firm has different Overhead rates for different titles, then you should provide that information separately.

Q18: 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. 18:* Protective Liability Insurance is not reimbursable as a direct non-salary cost. The cost should be included in your proposal in Overhead.

Q. 19: Do I have to complete ST-220 forms when proposing?

*Ans. 19:* 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.

Q.20: What members are represented on the steering committee?

*Ans. 20:* 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](http://www.nymtc.org)

Q.21: Do the required insurances have to be in place at the time of submitting the proposal?

*Ans. 21:* No. Insurance certificates are only required after a successful bid, at contract. However, all insurance provisions in the contract are required.

Q.22: Regarding the 6% DBE goal, do MBE/WBE firms count towards goal or just strictly DBE firms certified with NYSDOT?
Ans. 22: It is strictly Disadvantaged Business Enterprises certified under the federal program. The 6% 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. The federal D.B.E. certification is a federal program certification. It is separate and distinct from the State M/WBE program.