Questions from the Pre-Proposal Conference:

Q1. The RFP calls for an update of the SED data for a Base Year 2012, specifically to support the 16 current SED data items used in the NYBPM, as well as for some other to be determined as needed to support a new Visitors model. Has it been determined if the scope of the data development for called for in this project will be sufficient to support the development and application of the Next Generation NYBPM, including those need to apply improved features that will be developed as a result of the sample Regional Establishment Survey data; for example land and floor area development measures, possibly by TAZ or sub-zone level geography? If not, are there plans for a future initiative that will to provide for these?

Answer 1. We do not have sufficient information at this point to determine what if any additional data collection will be required to support Next Generation of NYBPM. We may develop a supplemental agreement in the future to fulfill those data requirements.

Q2. The RFP mentions that forecasts could be linked to the NYMTC’s NYBPM and the MTA’s RTFM. In addition to considering restrictions and planning inputs, is it intended that the Zonal Allocation Program (ZAP) should (or could) also include sensitivity to accessibilities derived from the travel models?

Answer 2. In this matter we will rely on the consultant’s expertise in projects of similar nature with a detailed analysis to substantiate their recommendation(s).

Questions after the Pre-Proposal Conference:

Q3. What level of consensus will be required as part of Task 6.7? Will approval of data consistency at the FWG level be considered consensus?

Answer 3. Yes, Forecasting Working Group (FWG) members need to reach a consensus on all project assumptions.
Q4. Task 8.1 requests that website allows users to “make limited updates of certain web pages as needed.” Could you describe the types of updates that are envisioned? Would these updates be limited to the participants on the website, or would they be available to the general public?

Answer 4. *Some updates to the files / documentation will be allowed by the project participants only, not the general public.*

Q5. Task 8.2 requests a web application that allows viewing, manipulating, analyzing and downloading forecasts. Should this web tool provide access to a limited number of scenario forecasts defined in task 6.3? Or does this web tool need to offer the capability to run additional scenarios online based on user inputs?

Answer 5. *This web tool should provide access to a limited number of scenario forecasts defined in task 6.3.*

Q6. Does the “source code delivery” requirement (mentioned in several places in the RFP) apply only to code and scripts that are customized for NYMTC, or does it include all products delivered (including proprietary software such as ESRI, REMI, Calipers, TransCAD, TranSearch, Windows, etc)?

Answer 6. *The “source code delivery” requirement will apply to code and scripts (including GISDK scripts) that are developed / customized for NYMTC.*

Q7. Both the ZAP tool (Task 6.4) and the web application (Task 8.2) are required to allow mapping, analyzing and manipulating of forecast data. What are the differentiating requirements for these two tools in terms of access (public, internal), detail (geographic detail, depth of content) and functionality (querying, manipulation, visualization)?

Answer 7. *Under Task 6.4 we want to have web tool to upload / display the TAZ level forecasted data for all required variables. Only NYMTC members will have an access and will provide their comments to NYMTC staff. Only NYMTC staff will have administrative rights to manipulate the data. The web tool developed in Task 8.2 will be accessible by public, will contain region, subregion, county, NYMTC counties level data and will allow querying and visualization for all users, but manipulation only for NYMTC staff.*
Q 8  My company’s status as a certified MBE/DBE is currently pending. If the certification is approved before a proposal on which my company is listed as a team member is submitted, will my involvement count toward the prime’s DBE participation? Or is there a date before which all DBE’s must have been certified in order to be credited for participation?

Answer 8:  *DBEs must be certified by the proposal due date.*

Q9.  There is a discrepancy with the number of technical copies to be provided. Page 39 states “Fourteen (14) copies of Part I (Send 11 copies to NYMTC; send 3 reference copies to NYSDOT contracts). Page 49 says “Send 12 copies to NYMTC in sealed packages; send two reference copies to NYSDOT…” Please confirm how many copies should be sent to NYMTC and NYSDOT.

Answer 9:  *Please send 11 copies to NYMTC; send 3 reference copies to NYSDOT contracts.*

**SOME CONTRACTUAL CLARIFYING QUESTIONS FROM PRIOR RFP’s, FYI:**

Q 10.  Is it required for subconsultants to submit the RFP Response Form?

Answer 10.  *NYSDOT and NYMTC need to know which firms are interested. This includes primes and subconsultants.*

Q11.  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?

Answer 11.  *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.*
Q12. 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?

Answer 12. **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 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.**

Q13. 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.

Answer 13. **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.**

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?

Answer 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?
Answer15: 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?

Answer16. 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?

Answer17: 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.

Answer 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?

Answer 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?

Answer20: They may include NYMTC members, such as NYS DOT, Port Authority of NY & NJ, NYC DOT, NYCDCP and suburban counties. NYMTC also has several advisory members. To learn more about NYMTC, please visit their website at: www.nymtc.org

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

Answer 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.