
NEW YORK STATE DEPARTMENT OF TRANSPORTATION (on behalf of the)
NEW YORK METROPOLITAN TRANSPORTATION COUNCIL

REQUEST FOR PROPOSALS

Consulting Services for the Development of NYMTC's
2022-2050 Regional Transportation Plan (Plan 2050)
Contract No.C000798

Questions and Answers from Pre-proposal Conference
Held April 23, 2019 And Via Email

Questions and Answers

GENERAL: The WebEx recording of the April 23, 2019 Pre-Proposal Conference for RFP #C000798 is being released. To view such, please click the following link:
<https://meetny.webex.com/recording/service/sites/meetny/recording/playback/656e276559c043bb86f676c547ab51fa> (Plan 2050 RTP RFP-20190423 1433-1; 1 hr. 10 mins)

Questions Submitted Via E-mail:

Question #1: Could you please confirm that the required signed forms (i.e.: Attachments 2, 3, 4 (two forms), 6, and 7) are to be provided for the prime only and not for the subs.

Answer: Yes, we confirm that only the prime consultant is required to submit RFP Attachments 2, 3, 4, 6, and 7 in their proposal, that submission of these forms by a subconsultant is not required.

Question #2: RFP, page 23: Table 1- Proposal Submittal Checklist, lists the Approach, Scope of Services and Schedule section before the Organization and Staffing, whereas the description of each section following table 1, lists Organization and Staffing first. Can you please clarify the desired order by NYMTC.

Answer: The Approach, Scope of Services and Schedule section before the Organization and Staffing, coming first seems preferable, however, NYMTC /NYSDOT are allowing flexibility to proposers.

Question #3: RFP page 23: The Experience section asks for list of projects within the last three years while the Attachment 15 mentions three to five years. Please confirm if our relevant projects can be within the last three or five years.

Answer: Yes, your relevant projects can be within the last three or five years.

Question #4: Attachment 16 - Key Personnel Experience: Staff Reference Check Evaluation Criteria questions. Do we need to obtain answers to those questions from the two references that will be provided for each key personnel, or are those answers only included in this attachment as reference to questions that NYMTC might ask to reference contact provided?

Answer: Please send the form to your reference and ask them to scan and email to the attention of Mr. Ismet Apdiroglu, email: Ismet.Apdiroglu@dot.ny.gov, cc: alfred.hasenkopf@dot.ny.gov and Jinzhi.Lu@dot.ny.gov.

Question #5: On page 24 under Section 5.1, there is a paragraph addressing the Key Personnel Form in Attachment 13, which reads in part: “As a result, any personnel proposed by the awarded Consultant that do not perform the required work under the Contract for the initial 30 calendar days after the effective date of the Notice to Proceed will, at NYSDOT’s discretion, result in a \$10,000 charge per personnel title as Liquidated Damages.” We have two questions: (1) the statement refers to any personnel proposed, and not just key personnel – please confirm that this term was intended to apply only to key personnel; and (2) there may be scenarios where it is not necessary for all key personnel to work on the project during the initial 30 days of the term, and it would be unfair to impose liquidated damages where there are good faith justifications for certain personnel not being involved in initial stages of the work – we respectfully request that the State reconsider this requirement and remove the “30 day” requirement as well as the liquidated damages?

Answer: It is important to ensure that all key personnel proposed, the ones whose experience played a part in a contract award, appear after notice to proceed has been granted by NYMTC. The language in Attachment 13 is intended for key personnel, as indicated in your proposal. After careful consideration of the situation, the State will only impose liquidated damages if it believes the situation requires such. Imposing liquid damage penalties is at the State’s discretion.

Question #6: Can a Consultant apply G& A to travel costs if it’s in accordance with their normal disclosed accounting practices?

Answer: General & Administrative expenses (G&A) accounting is only allowed under a firm’s overhead. G&A is not a separate allowable travel expense.

Question #7: Are any federal funds involved in this project? Can the State release the estimated budget for this project?

Answer: Yes, federal funds will be used for this project. The proposer should include a budget that will ensure delivery of all requested services required in the RFP. NYSDOT prefers not to release its budget estimate for these types of RFPs.

Question #8: Will the State be willing to consider and negotiate modifications to Article 11 of the Draft Contract so that the Consultant’s indemnification obligation is predicated on a negligence standard? Would the State be amenable to any proposed revisions by a Consultant to Article 11 Consultant Liability of the Attachment 1: Draft Contract? Specifically, would it be possible to revise Article 11 so that the indemnification is mutual and/or include Limitation of Liability language that caps Consultant liability at the total value of the contract award?

Answer: NYSDOT cannot accept modifications to Article 11 of the RFP’s draft contract.

Question #9: Regarding Article 12 of the Draft Contract, please confirm that the State will be willing to consider non-ISO forms so long as the form provides equivalent coverage to that required by the Contract?

Answer: The State cannot accept non-ISO forms regarding providing acceptable proof of insurance.

Question #10: Will the State be willing to consider and negotiate modifications to data and intellectual property related terms in the Draft Contract (in particular, Articles 14 and 22) to facilitate the potential use of proprietary and confidential data?

Answer: **The State cannot accept any modifications that would materially affect the terms of the Draft Contract.**

Question #11: Regarding Article 12 of the Draft Contract, the requirement for Special Protective and Highway Liability is more appropriate for a construction contract. Please confirm that the State will not require Special Protective and Highway Liability insurance of a consultant performing only consulting services at its own offices, provided that the consultant maintains an acceptable Commercial General Liability policy providing overage for property damage, personal insurance, or death?

Answer: **The requirement for Special Protective and Highway Liability insurance is being removed from the C000798 RFP's draft contract.**

Pre-Proposal Conference Questions:

Question #12: Can you please provide more information regarding DBE participation?

Answer: **The DBE program is a federal program administered by the state to certify Disadvantaged Business Enterprises per FHWA regulations. The NYS program is run by several certifying partners: The Port Authority of New York & New Jersey, New York State Department of Transportation and Niagara Frontier Transportation Authority. A registry of DBE is listed in the RFP (web link). DBEs are encouraged to participate as prime or subs. You must be certified as a DBE by the time of proposal submission to count towards the contract's DBE goal.**

Question #13: About the liquidated damages clause on page 24 under key personnel. Can you provide guidance on how to define key personnel for the staffing plan?

Answer: **The RFP does not prescribe what key personnel are, other than the Project Manager from the consultant side. It's your call to identify key personnel. Liquid damages are assessed per NYMTC and NYSDOT's discretion, while working with the selected Consultant via due process.**

Question #14: There is another procurement on the street for the Statewide Transportation Plan. I'm wondering whether the release of these two RFPs was coordinated, and if so, what does that mean in terms of the development of NYMTC's RTP and the Statewide Plan? Is there any intention to coordinate?

Answer: **These plans are independent. The State has its own requirements under federal regulations and so too does NYMTC. The processes do overlap because of the nature of coordinated transportation planning and we certainly do work together in developing the RTP. The two are related but independent; own schedules and processes. Any coordination that occurs will be done by NYMTC staff.**

Question #15: With regards to the public outreach task, I know that NYMTC will be developing a full public outreach plan. The question is about the online component. Are you talking about an exclusive application or utilization of social media etc.? Obviously, a website will be needed but will you need an exclusive application?

Answer: No. If an exclusive application is better than what is currently in the market, then an exclusive application is something NYMTC would consider. Yet there are many platforms available to choose from. It will be a collaborative process working with the NYMTC project manager and the Steering Committee in making that determination. We do know we want an online presence as that is very important in terms of access.

Question #16: Would you be able to discuss how much budget you have for this project/Plan?

Answer: Two answers. (1) No. We want the market to freely determine what is the proper value in terms of costs associated with all of the services requested. (2) NYMTC publishes its Unified Planning Work Program (UPWP) which lists all of NYMTC's project activities. The UPWP lists a budget dollar figure associated with each project. The reality is that the UPWP budget should not have any bearing on what the cost offer should be but that is not recommended as guidance.

Question #17: Task 3. You're talking about reviewing previously completed drafts for some Plan chapters. Are those previous drafts from Plan 2045 or efforts that happened since then?

Answer: These are activities currently underway. The staff are working with members to produce drafts; they are not from Plan 2045.

Question #18: Task 3. This task talks about four key Plan chapters but only three are cited here? Is there a 4th or it's a typo?

Answer: There are only three key Plan chapters. [It should say three key Plan chapters.](#)
[Stating that there are three is not correct.](#)

Question #19: Can you tell us who developed Plan 2045?

Answer: It was not developed by one firm. It was a combination of effort by NYMTC staff and by NYMTC's members with assistance from some smaller consultant contracts.

Question #20: Does this mean that this project will be developed in smaller parts?

Answer: No. The scope is what NYMTC has presented. A different approach may be taken for each Plan cycle.

Question #21: Can you put both Parts A and B on the same thumb drive?

Answer: The RFP call for separate thumb drives. Submission of both response parts on one thumbdrive is acceptable (provided that it all fits). Submission of hardcopy must be placed in separate three-ring binders. These parts are separated when the RFPs are reviewed

Question #22: With regards to translation and language, is there a requirement for translation services on site and for all of the print documents?

Answer: NYMTC has language access operating procedures which will be followed. There is no single answer. The procedures could be viewed on NYMTC's website as part of its Compendium of Agreements and Operating Procedures, available by clicking through the "About Us" link on the navigation bar.

Question #23: Can you please clarify whether references in on the Attachment 16: Key Personnel Experience form are required for all project staff or just key staff from the prime consultant and subconsultants?

Answer: NYMTC prefers to see references for all proposed key personnel as well as for any other proposed personnel who will be responsible for meaningful contributions towards delivering the requested services.

Question #24: Can you please confirm that in instances like this, where “key personnel” and “any/all personnel” are mentioned interchangeably, that “key staff” will prevail. For example, on page 23, it states to “provide a consultant Key Personnel Resume and Reference Form (Attachment 15) for each key personnel identified in your proposal” and on page 24 it states “any personal proposed by the awarded Consultant that do not perform the required work under the Contract for the initial 30 calendar days after the effective date of the Notice to Proceed will, at NYSDOT’s discretion, result in a \$10,000 charge per personnel title as Liquidated Damages”?

Answer: Use of the terms “key personnel” and “key staff” are interchangeable. ‘All staff’ refers to all proposed staff.

Question #25: Can NYMTC clarify the intent of the liquidated damages provision on page 24 of the RFP? Would NYMTC consider (a) removing this provision, (b) excusing circumstances beyond the consultant team’s control (e.g. staff departure or medical leave), or (c) editing this provision to apply only to the project management team and named key staff?

Answer: Please see the answer to question #13. The liquidated damages provision will remain in the RFP and in the resulting contract.