



REQUEST FOR PROPOSALS
NEW YORK STATE DEPARTMENT OF TRANSPORTATION (on behalf of the)
NEW YORK METROPOLITAN TRANSPORTATION COUNCIL
DEVELOPMENT OF NYMTC'S 2026-2055 REGIONAL TRANSPORTATION PLAN
(PLAN 2055) CONTRACT No. C004303
RFP Release Date: January 6, 2023

First Round of Question and Answer Pairs
January 24, 2023

[Outreach to Potential Project Partners](#)

- Question 1** How can we advertise our interest to subcontract to potential prime bidders?
- Answer 1** NYSDOT's policy is to remain neutral and not get involved in marketplace activities to develop proposals in response to an RFP. NYSDOT's job is to specify the contract opportunity requirements and proposal submission rules. Vendors interested in participating in this opportunity are responsible for preparing proposal submissions. NYMTC/NYSDOT play a facilitative role, publicly releasing information to all – such as an Interested Parties list which is now posted on NYMTC's and NYSDOT's website for the C004303 RFP.

[Consultant's role in Coordinating with NYMTC' Member Agencies and Advisory Member Agencies](#)

- Question 2** Will the consultant team be responsible or partially responsible for leading coordination with relevant local agencies, including but not limited to NYCDOT, NYCT, NYCEDC?
- Answer 2** The NYMTC Project Manager will be responsible for leading coordination with local, state, and federal agencies. The Consultant team shall work closely with the NYMTC PM to provide relevant project information and support.

[RFP Section 2.1 – 'Disadvantaged Business Enterprise Participation Requirements'](#)

- Question 3** Will DBE Credit be given for all DBE firms certified under the New York State Unified Certification Program regardless of Certifying Agency (i.e. MTA, NYSDOT, PANYNJ)?
- Answer 3** Yes.

RFP Section 4.3 – ‘Public Outreach Program Coordination’

Question 4 Will NYMTC staff be responsible for developing content for the public outreach program (web content, flyers, PowerPoint presentations, graphics, etc.) or will the consultant team supply those materials? Will NYMTC also be coordinating the venues and virtual engagement logistics, as well as logistical staffing at the public meetings?

Answer 4 NYMTC staff will develop and implement a Public Outreach Program in the development of Plan 2055. The selected Consultant team for this procurement will work closely with NYMTC staff to ensure consistency and continuity. The selected Consultant team shall provide relevant project information to NYMTC PM and NYMTC staff to support the RTP Public Outreach Program.

NYMTC staff will coordinate the venues and virtual engagement logistics, as well as staff at the public meetings. It is anticipated that, at a minimum, the Consultant Project Manager or their delegate will attend the public engagement meetings to support the effort.

The RFP has been modified regarding this question, including relevant assumptions.

Question 5 Will NYMTC be providing the schedule and overall public engagement program elements to the consultant (number of focus group meetings, number of public meetings, topics for these meetings, meeting durations, etc.) for incorporation into the Work Plan and Schedule?

Answer 5 Yes.

The RFP has been modified regarding this question, including relevant assumptions.

Question 6 As part of the Public Outreach Program Coordination is the selected consultant team expected to:

- Develop a Public Outreach Plan?
- Plan, organize, or facilitate public open houses, or targeted stakeholder meetings?

Answer 6 Please see answer to Question #3 and Question #4.

Question 7 How many public meetings do you anticipate the consultant team would attend? Can you confirm if the consultant team would be in a supporting role for these meetings?

Answer 7 Please see answer to Question #3 and Question #4.

RFP Section 4.7 – ‘Master Listing and Visualization of Recommended Projects, Improvement Concepts, Programs & Studies’ and RFP Section 4.8 ‘Special Plan Assessments’

Question 8 Can you clarify what the deliverable is for the improvement concepts referenced in the project recommendations for the Master Listing?

Answer 8 Improvement concepts are projects that are conceptual, often without a fully defined scope or cost estimate. Recommended Plan 2055 improvement concept projects shall be included in the master listing and visualized maps, which are the deliverables for Task 4.7, in the same way as the other projects, programs, and studies that are referenced in this section.

Question 9 Can you provide more details on what type of visualizations the Master Listing and Special Assessment Plan should have? Will maps suffice? Do maps need to be interactive or accessible online?

Answer 9 The visualizations for the Master Listing and the Special Plan Assessments shall include static maps (e.g., maps within documents, or static images within web pages) and online interactive maps.

RFP Section 8.1 – ‘Draft Contract’ Insurance Requirements

Question 10 In regard to the **Contract, Article 11**. Will NYMTC consider adding the following: With respect to professional liability claims, this indemnity shall apply only to the extent such losses result from the negligent act(s), error(s), or omission(s) of CONSULTANT, or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable in the performance of professional services and the CONSULTANT’s defense obligation shall be the reimbursement of STATE’s reasonable legal expenses recoverable under applicable law in defending against an allegation of harm caused by the CONSULTANT’s failure to meet the standard of care for professional services once that failure is determined.

Rationale: Professional liability is established using the standard upheld under the law and a design professional is covered for its negligent acts, errors, and omissions. The indemnity provision in the proposed contract does not tie the duty to indemnify to the negligence of the design professional. This addition would be consistent the last sentence of the paragraph requiring utilization of Consultant’s PL policy for Consultant’s professional negligence so we, therefore, ask the indemnity to align with this intent.

Answer 10 NYSDOT will not allow any changes to the insurance language included in the RFP. This is standard language for all Non-Architectural/Engineering Contracts.

- Question 11** In regard to the **Contract, Article 12.1.B.** Will NYMTC consider the following change: ~~Policy forms must be provided to the DEPARTMENT upon request.~~
- Answer 11 **Rationale:** Consultant's policy is proprietary and confidential. We can provide sufficient evidence of coverage and certificates of insurance. NYSDOT will not allow any changes to the insurance language included in the RFP. This is standard language for all Non-Architectural/Engineering Contracts.
- Question 12** In regard to the **Contract, Article 12.1.C.3.** Will NYMTC consider the following change: ~~Disclose any deductible, self-insured retention, aggregate limit.~~
- Answer 12 **Rationale:** Consultant's Self-Insured retention is proprietary and confidential. NYSDOT will not allow any changes to the insurance language included in the RFP. This is standard language for all Non-Architectural/Engineering Contracts.
- Question 13** In regard to the **Contract, Article 12.1.F.** Will NYMTC consider the following change: Waiver of Subrogation. As to every type and form of insurance coverage required from the CONSULTANT **except professional liability**, there shall be no right of subrogation against the State of New York/New York State Department of Transportation, its agents or employees. To the extent that any of the CONSULTANT'S policies of insurance prohibit such a waiver of subrogation, CONSULTANT shall secure the necessary permission to make this waiver.
- Answer 13 NYSDOT will not allow any changes to the insurance language included in the RFP. This is standard language for all Non-Architectural/Engineering Contracts.
- Question 14** In regard to the **Contract, Article 12.1.H.** Will NYMTC consider the following change: Self-Insurance Retention/Deductibles. Consultants utilizing self-insurance programs are required to provide a description of the program for DEPARTMENT approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. ~~Except as may be specifically provided in the CONTRACT documents of a particular project, the CONSULTANT or third party administered insurance deductible shall be limited to the amount of the bid deposit of \$100,000, whichever is less.~~ Security is not required if it is otherwise provided to an administrator or an approved risk management plan. ~~The DEPARTMENT will not accept self-insured retention programs~~

~~without security being posted to assure payment of both the self-insured retention limit and the cost of adjusting claims. The CONSULTANT shall be solely responsible for all claim expenses and loss payments within any permitted deductible or self-insured retention. If the CONSULTANT'S deductible in a self-administered program exceeds the amount of the bid deposit, the CONSULTANT shall furnish an irrevocable Letter of Credit as collateral to guarantee its obligations. Such Letter of Credit or other collateral as may be approved by the DEPARTMENT must be issued by a guarantor or surety with an A.M. Best Company rating of (A-) or better. If, at any time during the term of this CONTRACT, the DEPARTMENT, in its sole discretion, determines that the CONSULTANT is not paying its deductible, it may require the CONSULTANT to collateralize all or any part of the deductible or self-insured retention or any or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the CONSULTANT.~~

Rationale: Consultant is unable able to disclose deductible limitations or other policy information.

Answer 14

NYSDOT will not allow any changes to the insurance language included in the RFP. This is standard language for all Non-Architectural/Engineering Contracts.

Question 15

In regard to the **Contract, Article 12.2.b.i.** Will NYMTC consider the following change: Coverage for contractual liability by the CONSULTANT insured under an insured contract ~~(including the tort liability of another assumed in a business contract).~~ **per the CG 00 01.**

Answer 15

NYSDOT will not allow any changes to the insurance language included in the RFP. This is standard language for all Non-Architectural/Engineering Contracts.

Question 16

In regard to the **Contract, Article 12.2.c.** Will NYMTC consider the following change: Commercial. This may be ISO Form CA 00 01 10 01, CA 00 01 01 87 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less ~~than \$1,000,000 each accident.~~ **combined single limit per occurrence.**

Answer 16

NYSDOT will not allow any changes to the insurance language included in the RFP. This is standard language for all Non-Architectural/Engineering Contracts.