

MaineDOT
Central York County Connections Study
Questions and Responses

1. Section 5.2.2.3 Past Performance and Experience of Consulting Firm and Key Personnel indicates that submitting firms should include a completed Contractor/Designer/Consultant Work History Form for each “Major Participant.” Can you please confirm that “Major Participant” refers to key firms on the proposed Consultant Team?

RESPONSE: SECTION 5.2.2.3 Past Performance and Experience of Consulting Firm and Key Personnel *When describing past experience of the Study Team, provide written description of the past experience of the Firm and Study Team Members proposed including sub-consulting firms proposed to provide appropriate and necessary services (limited to key personnel).*

The term ‘Major Participant’ is intended to include individuals employed directly within the intended Prime Consultant firm as well as those to be employed within intended sub-consultant firms. Individuals proposed as key personnel within the overall study team, *including* other participating firms, if teaming with other firms in sub-consultant roles is the intended approach to comprise the Study Team.

This provides opportunity to convey specific experience, accomplishments and other specifics that the resume limitations may not afford.

2. Section 5.2.2.4 Disadvantaged Business Enterprises does not state a DBE participation goal for this contract, but it does state that Non-DBE firms are encouraged to include DBE firms in accordance with MaineDOT current requirements for DBE utilization. Can you please confirm that “For FFY 2010 (October 1, 2009 through September 30, 2010), MaineDOT has established a DBE participation goal of 5.8% to be achieved through race/gender neutral means”?

RESPONSE: Yes, the DBE goal for FFY 2010 is 5.8% to be achieved through race/gender neutral means.

3. Section 5.2.2.6 Insurance and General Information; Section 5.2.2.6.1 refers to the Consultant General Conditions document for insurance requirements. For this contract, will there be a requirement for either Marine coverage or Pollution Liability or RR Protective Liability?

RESPONSE: At this time, MaineDOT does not foresee requiring Marine coverage, Pollution Liability coverage, or Railroad Protective Liability coverage for this project.

4. Section 2.2 Consultant Firms – Page 2. We interpret the opening paragraph of this section to exclude all consultant firms who currently have a contract with the Department and/or the MTA from pursuing this Study. Please clarify the intent of this paragraph.

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RESPONSE: SECTION 2.2: *“The consultant firms shall be independent with respect to the Department and the MTA and shall not be an employee, agent or representative of the Department or the MTA.”*

Consultants under contract with MaineDOT act in the capacity of an independent contractor and not as representatives or agents of the State. This paragraph is intended to prevent any “Conflict of Interest” issues.

5. Section 2.2 Consultant Firms – Page 3. Under the preferred disciplines, both a Cultural Resource and Natural Resource specialist are identified. Please provide clarification on the need for and level of effort for these resource specialists for a Phase I feasibility study.

RESPONSE: The Natural and Cultural Resource Specialists will be members of an interdisciplinary team to utilize readily available information to research and prepare an inventory of existing social, economic and natural resources within the study area. The specialists will utilize the data to conduct a resource impact analysis of proposed strategies/alignments. The results will be documented in accordance with the requirements of the Maine Sensible Transportation Policy Act (STPA), the National Environmental Policy Act (NEPA), and other federal and state laws regarding the environmental review process.

6. Figures 3 and 4, Pages 7 and 8. Figure 3 on Page 7 indicates an 18 month time frame while Figure 4 on Page 8 indicates a 15 month time frame. For the purposes of preparing a schedule for the SOQ, what is the intended Study time frame?

RESPONSE: The intended time frame for this Study is 15 months. The MaineDOT has in the past considered an 18 month baseline time frame but is considering an expedited schedule. Negotiations during the subsequent RFP and cost proposal process will make final determination of suitable timeframe.

7. Figure 4, Page 8. Is it anticipated that 6 strategies will be advanced into Phase II?

RESPONSE: As outlined within Section 3.1.2 Strategies, six (6) categories of strategy types have been identified for consideration as a minimum to include or be a combination of by the completion of Phase I. A Phase II, Alternatives Study is not included in this RFQ.

The product for the Phase I Study will be a detailed Feasibility Study Report. The purpose of the Feasibility Study will be to clarify the needs and identify possible feasible strategies to meeting the needs identified. Based on the outcome of the Study, a more detailed Alternatives Study *may* be undertaken. In addition to the notes shown within Figure 4, a Phase II CA would be required, before engagement in further analysis of the results from Phase I. If the potentially affected municipalities are unable to agree or support the results from the Phase I Feasibility Study, further study and implementation of phases may be terminated by the Department and/or the Authority.

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8. Section 5.2.1, Page 15, 3rd Bullet. Please define what an organizational conflict of interest is.

RESPONSE: Organizational Conflict

A person or entity entering into an agreement that has financial or other interests, other than the performance of the GCA and/or Project Contract, in the project or in its outcome. This includes, without limitation, (a) any agreement with, or other interest involving, third parties who have an interest in the outcome of the project that is the subject of the GCA and/or Project Contract; (b) any agreement providing incentives or guarantees of future work on the project or related matters; and (c) any interest in real property acquired for the project unless such real property interest is openly disclosed to the Department before the person or entity entered into the Project Contract.

In addition to the above:

- a. All conflicts of interest both at the time the contracting party enters into a GCA and/or Project Contract and during the life of a GCA and/or Project Contract.
 - b. Situations involving an actual conflict of interest and those creating an appearance of a conflict of interest.
 - c. A Consultant involved in the preparation of information that shall be used or considered in evaluations under the National Environmental Policy Act shall, by virtue of signing the GCA and/or Project Contract, attest that Consultant (a) has no financial or other interest in, or commitment for, any future contract related to the design or construction of the project or any of its alternatives, (b) has no financial or other interest in said project or its alternatives, or any part thereof, and (c) has no other interest which, under applicable law, would prohibit the selection of said Consultant to prepare an Environmental Assessment, Environmental Impact Statement, or other environmental documents for the project.
9. Section 5.2.2.3, Page 19. What is the definition of a Major Participant - firm or individual?

RESPONSE: See response to Question 1