

July 10, 2020

ADDENDUM NO. 6

PROJECT: Design-Build Program for the NYC Borough Based Jail System, Detention Facilities in Manhattan, the Bronx, Brooklyn, and Queens
PIN: 8502020CR0049P-60P

THIS ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THIS REQUEST FOR QUALIFICATIONS AND IS HEREBY MADE A PART OF SAID REQUEST FOR QUALIFICATIONS TO THE SAME EXTENT AS THOUGH IT WERE ORIGINALLY THEREIN.

Request for Qualifications

1. Amendments to the RFQ, provided in the attached documents in redline, have been made affecting the following RFQ and pages:
 - RFQ Page ii (Table of Contents update)
 - RFQ Page 10 (Text change)
 - RFQ Pages 19-22 (Text Change)
 - RFQ Appendix D, Page 1 (Text Change)
 - RFQ Appendix I (Added)

A clean, revised copy of the entire RFQ is also included with this Addendum No. 6.

2. Responses to RFIs received via Email are attached to this addendum.

Contact: Nick Mendoza
Email: nycbbj@ddc.nyc.gov
Phone: 718-391-2022

By signing in the space provided below, the Proposer acknowledges receipt of this Addendum.
THIS ADDENDUM MUST BE SIGNED BY THE SUBMITTING FIRM AND INCLUDED WITH APPENDIX E-13 – Acknowledgement of Addenda.

Name of Submitting Firm

By _____

Title _____

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Proposal that best optimizes design, quality, innovation, schedule, efficiency, price, safety, and performance.

(d) **Additional RFP Information**

Additional information pertaining to the RFP (Phase II) process is described in Appendix F (*Draft Request for Proposals (Phase II) Information*). All references or information in this RFQ regarding the subsequent RFP are for informational purposes only and may be changed by DDC at any time in its discretion.

2.4 RFP Proposal Stipend (Phase II Only)

For Round 1 Proposers (Manhattan and The Bronx), a stipend amount of approximately \$6,000,000 (six million dollars) will be available to responsive and responsible Proposers that do not enter into the DB Agreement solely at the RFP (Phase II) stage for each Detention Facility. Submission of a fully responsive Proposal and execution of a stipend agreement, ~~which will be included with the RFP~~ [in the form attached as Appendix I \(*Form of Stipend Agreement*\)](#), will be prerequisites to be eligible for the stipend. DDC anticipates that information about stipends for Round 2 (Brooklyn and Queens) will be provided in an Addendum to this RFQ nearer the time of the SOQ Due Date for Round 2.

The stipend agreement ~~will~~ [requires](#), among other things, that the non-selected Proposer (i) transfer ownership of work product in accordance with best industry practice to DDC, [and](#) (ii) will be paid the lesser of the Proposer's actual qualified costs for producing the Proposal and the designated stipend amount, ~~and (iii) agrees not to file a vendor protest in connection with this procurement for any Detention Facility.~~

5. **SOQ SUBMISSION REQUIREMENTS**

5.1 **Submittal Requirements**

(a) **Deadline**

All SOQs must be received at [the location DDC's submittal address](#), set forth in Section 5.2 (~~Submittal Address~~[Submission Portal](#)), no later than 12:00 p.m. Eastern Time on the applicable SOQ Due Date. SOQs received after 12:00 pm Eastern Time on the applicable SOQ Due Date will not be considered.

(b) **~~Front Cover~~ [Page](#)**

The ~~front~~-cover [page](#) of the SOQs must be clearly marked with the applicable Round and its Detention Facilities' names, Proposer name, and date of submittal; ~~and enclosed in a 3-ring binder, as set forth below.~~ If a Proposer has included a Multi-Detention Facility Supplement for both Detention Facilities in a Round, that should be indicated on the ~~front~~ cover [page](#) as follows "Multi-Detention Facility Supplement Included".

(c) **[Contents of Proposal Submission](#)**

[Proposer submissions must consist of the following two files and must be labeled in accordance with Section 5.3.](#)

- (i) **[Statement of Qualifications \(SOQ\)](#)**
- (ii) **[Doing Business Data Form \(DBDF\)](#)**

~~(c) **Binder**~~

~~Except for the Doing Business Form, which is to be provided in a separate, sealed, and clearly marked envelope, SOQs must be submitted in one or more 3-ring binder(s) and should not be spiral bound, glued, stapled, or adhered in any other matter. Where multiple binders are used by a Proposer to submit an SOQ, the Proposer must label each binder "Binder # of ###" where # denotes the number of the binder and ### denotes the total number of binders being submitted by the Proposer.~~

(d) **PASSport Requirement**

Interested Proposers must create an online account and submit an online disclosure application with the NYC Mayor's Office of Contract Services in the Procurement and Sourcing Solutions Portal (PASSPort). Those Proposers that have not submitted an online disclosure application with the NYC Mayor's Office of Contract Services, are required to do so at least seven Days prior to the applicable SOQ Due Date, by creating an account with the NYC Mayor's Office of Contract Services, PASSPort site. Additional information on how to submit an application or register for PASSPort are contained in following link: <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>. Questions about PASSPort registration should be directed to the NYC Mayor's Office of Contract Services.

Proposers that have not submitted an online disclosure application in PASSPort as a joint venture, but have done so as individual companies, may submit proof of such submission and are not required to submit the online disclosure application as a joint venture (or other type of Proposer legal entity) at this time. Joint ventures

selected as Short-listed Proposers will be required to submit the online disclosure application as a joint venture.

5.2 **Submittal Address**Submission Portal

SOQs shall be submitted electronically at the link below. ~~by either mail or hand delivery to DDC's Designated Representative at the address shown below:~~

Upload Link:

<https://ddcnyc.app.box.com/f/960bbfa108994f82a4197525c871de82>

~~New York City
Department of Design and Construction
Contracts Section
30-30 Thomson Avenue (entrance on 30th Place)
Long Island City, NY 11101
Attn: Nicholas Mendoza~~

~~All SOQs will be time stamped as they are received. Where an SOQ is hand-delivered, Proposers will be held responsible for ensuring that the "Contracts Section" of DDC receives the SOQ by the applicable SOQ Due Date. Proposers are warned not to rely on signed delivery slips from their messenger services. Please note that the entrance to DDC is on 30th Place, not Thomson Avenue, despite the building's mailing address. Please ensure the proposal package is delivered to DDC and not the School Construction Authority, which is located in the same building and has its entrance on Thomson Avenue.~~

Only electronic ~~hardcopy~~ SOQs, submitted at the link provided (and, as required in this RFQ, ~~an additional electronic copy on a flash drive~~) will be accepted. Oral, telephonic, e-mail or fax submissions will not be considered.

SOQs will not be publicly opened.

5.3 **Page Limit, and Format**~~and Quantities~~

(a) **Page Limit**

The page limit shall not exceed that shown in Appendix D (*Format and Organization for Statement of Qualifications*) (front and back covers, title page, table of contents, and tabs do not count as pages).

(b) ~~Electronic Copy~~Submission Format

Proposers must ~~provide-submit~~ one original SOQ and six paper copies of the SOQ, as well as one electronic copy of PDF containing the SOQ and one PDF containing the proposers Doing business Data Form (DBDF) on a flash drive. The electronic ~~copy files~~ must 1) (i) be an Adobe Acrobat PDF file format, (ii) be readable and not corrupt and (iii) must be combined in one file and bookmarked; and 2) labeled as follows:-

[Proposers Name] SOQ [MM.DD.YY of due date] for NYC BBJ Facilities Round 1

[Proposers Name] DBDF [MM.DD.YY of due date] for NYC BBJ Facilities Round 1

(c) ~~Hard Copy~~

~~Paper copies should be all recycled materials. The City requests that SOQs be submitted on paper with not less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic paper recommended by the~~

~~United States Environmental Protection Agency (for any changes to that standard please consult: <https://www.epa.gov/smm/comprehensive-procurement-guidelines-paper-and-paper-products>). SOQs shall not contain plastic; plastic bindings, covers, tabs, or any other elements are not permitted. The exception is three-ring binders which are allowed to contain plastic. If using three-ring binders, DDC encourages Proposers to use recyclable binders.~~

~~(d)~~(c) **Written Materials**

Provide 8 ½" x 11" format, using 10 point or larger font size, single space, with a cover sheet ~~on the cover of the 3-ring binder~~. Within the ~~file binder~~, provide a title page identifying the Proposer's name, address, telephone number, e-mail and fax number if applicable. Provide consecutive page numbering throughout the ~~file binder~~.

Provide a full table of contents ~~at the beginning of the file in the front of the 3-ring binder~~ that follows RFQ – Response Table of Contents provided in Appendix D (*Format and Organization for Statement of Qualifications*). Provide tabbed sections.

In the footer of each page within the document, provide the name and address of the Proposer, the volume number (if any), and date submitted.

~~Label each binder cover sheet in the footer with either "Original" or the copy number, i.e. "Copy 2" to clearly identify the original and each copy required.~~

5.4 Content of SOQ Generally

(a) **Outline of SOQ**

An outline of the required format for the SOQ is provided in Appendix D (*Format and Organization for Statement of Qualifications*). Required forms for the SOQ are contained in Appendix E (*SOQ Forms*). Any material modification to the forms may result in the SOQ being declared non-responsive. Proposers must submit all required information specified in this RFQ. Any information provided in the SOQ that the Proposer considers proprietary must be clearly marked as such and easily separated from the submission. Unmarked information will be considered in the public domain.

(b) **Brief & Concise Information**

Proposers should provide brief, concise information that addresses the objectives and the requirements of the RFQ and the BBJ consistent with the evaluation factors described herein. Lengthy narratives containing extraneous information are discouraged.

5.5 Fundamental Qualifications (Tab 0 – Pass/Fail)

The purpose of Tab 0 is to establish the fundamental qualifications of each Proposer, including team structure, level of commitment to the Program Goals and Project Goals, insurance and bonding capacity to meet the expected requirements for at least one Detention Facility, employment practices, and teaming agreements. Satisfaction of these fundamental qualifications are necessary to meet the pass/fail criteria described in Section 4.4 (*Pass/Fail SOQ Evaluation Factors*).

(a) **Submission Requirements:**

- (i) **Cover Letter.** The cover letter provided by the Proposer is required to contain the following information, but may also include additional information about the Proposer's DB Team:
 - Full contact information for the person(s) authorized to contractually bind the Proposer;
 - E-mail addresses for up to three Proposer's points of contact (including the Proposer's Designated Representative). Correspondence related to the RFQ will be delivered to these e-mail addresses only;
 - Indication of the Proposer's preferred Detention Facility (if either is preferred) and a brief explanation of the preference; and
 - Indication of whether the Proposer is submitting a Multi-Detention Facility Supplement for both Detention Facilities in the same Round or different Rounds and a brief explanation of the Proposer's capability to perform the Work required on two or more Detention Facilities simultaneously.
- (ii) **Acknowledgment of receipt of Addenda.** List the Addenda number and date issued and attach ~~a copy of~~ each Addenda cover page signed by the Proposer, using the form provided in Appendix E-13 (*Acknowledgement of Addenda Form*).
- (iii) **Equal Opportunity Employer Statement.** Provide ~~a copy of~~ the Proposer's Equal Opportunity Employer Statement or a summary of the corporate equal opportunity policy.
- (iv) **Construction Employment Report.** Complete the Employment Report Form and upload to the EEO Section of PASSPort by the SOQ Due Date. See Appendix E-1 (*Construction Employment Report*) for detailed instructions. Paper copies are not required and will not be accepted. A statement that this step has been completed must be included with the SOQ.
- (v) **Doing Business Data Form.** Complete the Doing Business Data Form and include one ~~separate electronic file-original, signed and unbound copy in a separate, sealed, and clearly marked envelope~~. Use the form provided in Appendix E-2 (*Doing Business Data Form*).
- (vi) **Iran Divestment Act Form.** Complete and sign the Iran Divestment Act Certification and include with the SOQ. Use the form provided in Appendix E-3 (*Iranian Divestment Act*). ~~An original signature to this item must be included with the SOQ.~~
- (vii) **Insurance Requirements.** Confirm that the DB Team carries or will carry coverage levels identified in Appendix E-4 (*Preliminary Insurance Information*), and where a Multi-Detention Facility Supplement is provided, indicating its ability to provide coverage for multiple Detention Facilities simultaneously.
- (viii) **Letter of Commitment from Surety.** Submit a letter of commitment from a surety, signed by an officer or agent authorized to bond, that identifies the Proposer's or each Principal Participant's available bonding capacity and limits and that states that the surety will bond the Proposer, as the successful awardee for a Detention Facility, taking into consideration the

RFQ (Phase I) Response Table of Contents		
Tab	Category	Page Limitation
0	FUNDAMENTAL QUALIFICATIONS	Up to 19 pages total
	Cover Letter	2 pages
	Acknowledgment of Addenda Form (Appendix E-13)	1 page*
	Equal Opportunity Employer Statement	1 page
	Statement of Compliance with the filing of Construction Employment Report in PASSPort (Appendix E-1)	1 page
	Doing Business Data Form (Appendix E-2)**	2 pages
	Iran Divestment Act Form (Appendix E-3)	1 page
	Preliminary Insurance Information (Appendix E-4)	1 page
	Letter of Commitment from Surety	1 page
	Legal Structure	1 page***
	Teaming Agreement	1 page
	Safety Questionnaire (Appendix E-5)	1 page
	Financial Questionnaire (Appendix E-6)	5 pages
	Conflicts of Interest	1 page
1	PROJECT PAST PERFORMANCE/EXPERIENCE	Up to 31 pages total
	Project Profile Forms #1-7 (each project limited to 3 pages) (Appendix E-7)	21 pages
	Project Evaluation Forms (Appendix E-8)	7 pages
	Prior Experience Working Together Form (Appendix E-9)	1 page
	Project Relevancy Form (Appendix E-10)	2 pages
2	DESIGN-BUILD TEAM KEY PERSONNEL RESUMES	Up to 11 pages total
	Team Introduction and Organization Chart	2 pages
	Design-Build Project Executive (Appendix E-11)	1 page
	Design Lead (Appendix E-11)	1 page
	Architect-of-Record (Appendix E-11)	1 page
	Design-Build Project Manager (Appendix E-11)	1 page
	Design Integrator (Appendix E-11)	1 page
	Detention Specialist (Appendix E-11)	1 page
	Structural Engineer (Appendix E-11)	1 page
	Design-Build Construction Project Manager (Appendix E-11)	1 page
	Resume Compliance Matrix (Appendix E-12)	1 page
3	DESIGN PHILOSOPHY AND DB MANAGEMENT APPROACH	Up to 18 pages total
	Design Philosophy Project Excellence	4pages
	Design-Build Management Approach	5 pages
	M/WBE Approach	2 pages
	Quality Assurance and Quality Control for Design and Construction	1 page
	Design and Construction Scheduling	1 page
	Multi-Detention Facility Supplement (if applicable)	5 pages

* page limit does not include attached copies of each Addenda cover page signed by the Proposer

** ~~only one signed original~~ Doing Business Data Form must be submitted [as a separate file and must not be included in the body of the SOQ file, in a separate, sealed, clearly marked envelope.](#)

*** page limit applies to the description of the Proposer's legal structure and does not include any copies of executed agreements or letters of intent, as required by the RFQ.

APPENDIX I

Form of Stipend Agreement

Stipend Agreement

This Stipend Agreement (this "**Agreement**") is entered into as of *[insert date]*:

Between:

- (1) The City of New York, a municipal corporation organized under the Laws of the State of New York (the "**City**") acting by and through the City's Department of Design and Construction (the "**DDC**"), a department of the City of New York, a political subdivision of the State of New York; and
 - (2) [●] (the "**Proposer**"),
- (each a "**Party**" and, together, the "**Parties**").

Recitals:

- (A) The Proposer is one of the Shortlisted Respondents eligible to submit a Proposal for *[insert project name]* (the "**Project**").
- (B) The Proposer is concurrently submitting a Proposal in response to the Request for Proposals for *[insert project name]* of the New York City Design-Build Borough-Based Jails Program issued by the DDC on *[insert date]*: (as amended, the "**RFP**") in accordance with the Instructions to Proposers included as Volume *[insert volume number]* of the RFP (the "**ITP**").
- (C) The ITP provides for the execution and delivery of this Stipend Agreement between the DDC and the Proposer.

The Parties agree as follows:

1. **Defined Terms**

Capitalized terms not otherwise defined in this Agreement have the meanings given to those terms in the ITP.

2. **Services and Performance**

2.1 By executing this Agreement, and subject to invoicing the DDC in accordance with Section 3.3 (*Compensation and Payment*), the Proposer has irrevocably elected to accept payment of a Stipend, subject to the terms of this Agreement and the ITP.

2.2 The DDC retains the Proposer to actively participate in good faith in the RFP Process and to prepare a responsive Proposal in response to the RFP. The DDC will determine the Proposal's responsiveness pursuant to the ITP.

2.3 All Work Product, including Proposals, submitted by the Proposer will become the property of the City upon the Work Product's delivery to the DDC.

The City will have, without any further action required by any Person, an unrestricted fully paid-up, royalty-free, non-exclusive, irrevocable, perpetual license (with the right to sub-license) to use all Work Product submitted by the Proposer in the performance of any of the City's functions, including (i) to disclose to the Selected Proposer the Proposer's Work Product and (ii) incorporating any

Work Product or related concepts into the Contract Documents or any subsequent procurement by the City.

- 2.4 The Proposer must deliver its Work Product to the DDC no later than the earlier date of:
- (a) the Proposal Due Date; or
 - (b) 15 days after the DDC notifies the Proposer in writing of the cancellation of the procurement, if the procurement is cancelled prior to the Proposal Due Date.

3. **Compensation and Payment**

- 3.1 Subject to the requirements expressly provided in this Agreement and the ITP, including Section *[insert section number]* (*Stipend*) of the ITP, if:

- (a) the DDC cancels the procurement after the issuance of the Final RFP, but on or before the Proposal Due Date; or
- (b) the DDC cancels the procurement after the Proposal Due Date without selecting a Selected Proposer; or
- (c) the DDC selects another "Proposer" as the Selected Proposer and:
 - (i) the Closing Date occurs; or
 - (ii) the Closing Date does not occur and the DDC cancels the procurement; or
- (d) the DDC selects the Proposer as the Selected Proposer and either:
 - (i) subsequently cancels the procurement prior to the Closing Date (for any reason not caused by the Selected Proposer); or
 - (ii) revokes the status of the Selected Proposer in accordance with Section *[insert section number]* (*General Right of Revocation*) of the ITP,

the Proposer, will be eligible to receive a Stipend in an amount equal to the delineated out-of-pocket development costs actually incurred by the Proposer (including, for avoidance of doubt, those costs incurred by DB Teams and third parties acting at the direction of the Proposer) in preparing its Proposal and participating in the RFP Process after issuance of the Final RFP (the "**Proposer's Eligible Costs**") up to a maximum aggregate amount of either (i) [●] if the procurement is canceled in accordance with Section 3.1(a) or (ii) [●] for all reasons described in Sections 3.1(b) through 3.1(d) (the "**Stipend Amount**").

- 3.2 To receive a Stipend payment under Section 3.1:
- (a) the Proposer must execute and return this Agreement to the DDC on or prior to the Proposal Due Date as part of the Administrative Proposal;
 - (b) the Proposer must complete and return the Sample Bank Letter (attached as Annex 2) and Vendor ACH Authorization Form (attached as Annex 3) with this Agreement;
 - (c) the conditions and requirements in Section *[insert section number]* (*Stipend*) of the ITP must first be satisfied;

- (d) the Proposer must not be in violation of the terms of the ITP; and
 - (e) the Proposer must timely submit the following to the DDC:
 - (i) an invoice in the form of (Annex 1) to this Agreement; and
 - (ii) copies of documentation evidencing the Proposer's Eligible Costs claimed for reasonable review and approval by the DDC, all of which to be submitted to the DDC within ninety days after receiving notice from the DDC of the applicable circumstance referred to in Section 3.1.
- 3.3 Any Stipend Amount payable pursuant to this Agreement will become due and payable no later than ninety days after the date the Proposer submits to the DDC the invoice and other documentation complying with the requirements of this Agreement and the DDC has approved such invoice and documentation as compliant with the requirements under this Agreement and the ITP.
- 3.4 Except as otherwise expressly provided in this Agreement and Section *[insert section number]* (*Stipend*) of the ITP, the Proposer will not be entitled to reimbursement of any of its costs in connection with the RFP.
- 3.5 If the DDC selects the Proposer as the Selected Proposer and the Closing Date occurs or the Proposer's status as the Selected Proposer is revoked in accordance with Section *[insert section number]* (*Revocation of Selected Proposer Status for Non-Compliance*) of the ITP, the Proposer will not be entitled to a Stipend or other compensation under this Agreement or the ITP.
- 3.6 Failure to deliver the invoice within the time period specified above will be deemed a rejection of the Stipend.
- 3.7 The Stipend is subject to registration of this Stipend Agreement pursuant to section 328 of the City Charter and appropriation of funds for any payment of the Stipend under Applicable Law.
- 3.8 The DDC retains the right to unilaterally deduct from the Stipend Amount any costs incurred by the DDC that may arise from a claim, dispute or denied protest by the Proposer in respect of this RFP or the RFP Process.
4. **Intentionally Omitted**
5. **Indemnities**
- 5.1 Subject to Section 5.2, the Proposer must indemnify, defend, and hold harmless the City, its officials, employees, agents and authorized representatives in connection with this Project (the "**Indemnified Parties**") from all claims, losses, damages, costs, judgments, fees, penalties, charges, or expenses (including reasonable and documented attorneys' fees and costs) asserted, incurred, suffered or awarded as a result of any third party claims, suits, actions or allegations of infringement, confidential information, domestic or foreign patent rights, copyrights, intellectual property rights, moral rights, trade secrets, proprietary rights, licensing rights and unauthorized use relating to the Work Product and arising out of or caused by any acts or omissions, negligence, fault, intentional tortious act, violation of law or breach of the ITP or this Agreement by the Proposer or any Person on its DB Team.

- 5.2 The Proposer will not be liable under Section 5.1 for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence or intentional tortious act of an Indemnified Party.

6. Assignment

- 6.1 The Proposer cannot assign, transfer, pledge, sell, or otherwise convey this Agreement without the DDC's prior written consent, in its sole discretion. Any assignment without the required consent of the DDC will be null and void and may, in the DDC's sole discretion, disqualify the Proposer from further consideration for the RFP Process and the Project.

- 6.2 The DDC may assign, transfer, pledge, or otherwise convey this Agreement:

- (a) without the Proposer's consent, to any Person that succeeds to the governmental powers and authority of the DDC; and
- (b) to others, with the Proposer's prior written consent.

Where consent is required but not given, any assignment of this Agreement will be void.

7. Miscellaneous

7.1 No Agent or Employee

The Proposer and the DDC agree that the Proposer and the members of its DB Team and their respective employees are not employees, agents or representatives of the DDC or its Associates as a result of this Agreement.

7.2 Entire Agreement

This Agreement, together with the ITP, embodies the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to their subject matter.

7.3 Severability

The invalidity or unenforceability of any clause, provision, Article, Section, subsection or part will not affect the validity or enforceability of the balance of this Agreement, which will be construed and enforced as if this Agreement did not contain the invalid or unenforceable clause, provision, Article, Section, subsection or part.

7.4 Interpretation

The words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively. In this Agreement, a reference to a singular word includes the plural and vice versa (as the context may require). All words used in any gender will extend to and include all genders.

7.5 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law provisions.

7.6 Submission to Jurisdiction and Litigation

The Proposer consents to the exclusive jurisdiction and venue of any court of competent jurisdiction sitting in the City and County of New York, and any appellate court thereof, waiving any claim or defense that this forum is not convenient or proper. The Proposer agrees that any of these courts will have personal jurisdiction over it, and consents to service of process in any manner authorized by Applicable Law.

7.7 Jury Waiver

EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT THAT IT MAY HAVE TO A JURY TRIAL IN RESPECT OF ANY CLAIM, CAUSE OF ACTION OR OTHER PROCEEDING IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

7.8 Survival

Sections 5.1, 7.5, 7.6, 7.7, and 7.8 will survive the expiration or termination of this Agreement.

7.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

The Parties have signed this Agreement on the date stated in the introductory clause.

[PROPOSER]

By: _____

Name: _____

Title: _____

**THE NEW YORK CITY DEPARTMENT OF
DESIGN AND CONSTRUCTION**

By: _____

Name: _____

Title: _____

8.

Annex 1

Form of Invoice for Payment of Stipend Amount

Reference is made to the Instructions to Proposers (the "**ITP**") related to the Request for Proposals for the [insert project name] (the "**Project**") issued on [insert date] by the New York City Department of Design and Construction (the "**DDC**").

Reference is also made to the Stipend Agreement (the "**Stipend Agreement**") dated [●], 2020, between the DDC and [●] (the "**Proposer**").

Capitalized terms not otherwise defined in this invoice will have the meanings set out in the Stipend Agreement.

Pursuant to Section [insert section number] (*Stipend*) of the ITP and the Stipend Agreement, the Proposer requests payment of [●] U.S. dollars (\$[●]), reflecting the lesser of (a) the Stipend Amount and (b) the Proposer's Eligible Costs.

Attached to this invoice is supporting documentation for the Proposer's Eligible Costs.

The Proposer represents and warrants to the DDC that the Proposer is eligible for payment pursuant to Section [insert section number] (*Stipend*) of the ITP and the Stipend Agreement.

The Proposer acknowledges that submission of this invoice, and payment by the DDC of any amount in response to this invoice, is in all respects subject to the terms and conditions of the ITP and the Stipend Agreement.

CERTIFICATION

The Proposer certifies that:

(a) the Proposer is entitled to payment of the Stipend pursuant to the terms of the ITP and the Stipend Agreement; and

(b) this entire invoice and all other supporting documentation are each, and collectively, true, correct and complete.

Proposer: _____

By: _____

Name: _____

Title: _____

Annex 2 – Sample Bank Letter

[BANK NAME]

[DATE]

To whom it may concern:

Please accept this letter as confirmation for said referenced commercial checking account with [BANK NAME]:

Bank Name: [BANK NAME]

Account Name: [ACCOUNT NAME]

Account Number: [ACCOUNT NUMBER]

ABA for ACH: [NUMBER]

ABA for Wires: [NUMBER]

SWIFT Code: [CODE]

If you should require any additional information, please contact me at [TELEPHONE NUMBER].

Kind regards,

[NAME]

Annex 3 – Vendor ACH Authorization Form

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#	Question	Answer
1	As the COVID-19 crisis continues, I am writing to see if there has been any consideration of eliminating / postponing the requirement for providing one original SOQ as well as one electronic copy of the SOQ on a flash drive?	Please see this Addendum 6 that changes the submission format requirements.
2	I am writing to request a clarification of the number of pages as defined in Appendix D (attached). Can / should the number of pages be increased to reflect the separate information of the separate members of the joint venture? Specifically, these sections of the submission would appear to need more than the number of pages called for in Appendix D: -Equal Opportunity Employer Statement -Statement of Compliance with the filing of Construction Employment Report in PASSPort (Appendix E-1) -Doing Business Data Form (Appendix E-2) -Iran Divestment Act Form (Appendix E-3) -Preliminary Insurance Information (Appendix E-4) -Letter of Commitment from Surety -Safety Questionnaire (Appendix E-5) -Financial Questionnaire (Appendix E-6) -Conflicts of Interest	The page requirements listed in Appendix D for Tab 0, if applicable, apply separately to each member of the joint venture. Please note that attachments and explanations provided on separate pages as required by the various questionnaires and exhibits do not count against the page limits.
3	Appendix E-7 (Project Profile Form) is not setup to be answered by more than one entity and modifications to the form are not allowed. For instance if the Design -Build team members both worked on a project as the designer and builder, but were awarded under separate contracts and not as a team, the answers would be different to many of the questions as the builder and as the designer including the past performance reference section. Can the page limit be increased for this profile to allow for one profile by the builder and one from the designer? If not how should this form be filled out?	Only one Project Profile Form is to be provided for each Relevant Project provided in Tab 1. The answers to the questions for the two separate DB Team members can be provided in the same form clearly indicating which portion of the answers addresses the builder's performance and which portion of the answer addresses the designer's performance.

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4	<p>My question is “Who is the Detention (jail) Management Software being selected by”?</p> <p>If the City of New York, “Will there be a separate RFI or RFP let for the software”?</p> <p>If the City of New York, “ Who would the contact be for making the decision”?</p>	Information in connection with software is not available at this time.
5	<p>Section 1.7 (c) “Insurance and Bonding”, as amended by Addendum 1 indicates that each DB Team is responsible to post a 50% performance and 100% payment bond sized to the contract price.</p> <p>a. Will DDC consider allowing an alternate bonding proposal for the project? With AIG recently exiting the surety market capacity has been affected and other markets are limited in their capacity.</p> <p>b. Will DDC allow capping the value of the bond at a specific dollar value or percentage of the Cost of the Work, say \$500 million dollars?</p>	DDC may consider alternative bonding proposals at a later date. The anticipated bonding requirements remain unchanged at this time.
6	<p>Ref: RFQ Section 2.4 – RFP Proposal Stipend (Phase II Only): It states “the stipend agreement will require, among other things,” – please clarify what other things would be required for the stipend to be released to the non-selected Proposer.</p>	Please see the form of Stipend Agreement included as Appendix I to the RFQ. There is no stipend available in the RFQ stage. Stipends will only be offered to responsive and responsible unsuccessful Proposers in the RFP stage.
7	<p>Research to date has indicated that there is limited capacity or interest in the marketplace in underwriting a \$50M Professional Liability Policy, especially without the full RFP and contract provisions available for review. Will the NYC DDC consider reducing the limits or entertaining alternative proposals based upon insurance available in the marketplace?</p>	DDC may consider alternative insurance proposals presented prior to Proposal submissions. At this time, during the RFQ process, DDC does not intend to reduce the insurance limits and will not consider alternative insurance proposals. However, DDC reserves its right to do so during the RFP process prior to proposal submissions.
8	<p>Ref: RFQ Section 2 Procurement Process: After being identified as a Qualified Proposer through the SOQ process and shortlisted to receive an RFP, will it be allowable, after review of the RFP and Contract terms, for a shortlisted Qualified Proposer to augment itself with additional Principal Participant team members if it deems it to be beneficial to the Qualified Proposer team.</p>	Yes, subject to the limitations and requirements provided in the RFQ and subsequent RFP. During the RFP Phase, requests for changes to the Proposer’s DB Team must be made in writing no later than the date listed in the procurement schedule in the applicable RFP. Proposers with changes, whether such changes are approved or not, may have their scores increased or decreased due to such changes. Please also see Section 3.8 of the RFQ.

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9	Will the design build local jails project be subject to wicks or wicks exempt?	No, this Program is not subject to Wicks Law. This Program is subject to a Project Labor Agreement.
10	Within section 5.6.c (Project Evaluation Forms) it states that “In lieu of the Project Evaluation Form, Proposers may submit the last available evaluation they have from the owner, owner’s agent or client for the project considered.” In consideration of this: A. If the “last available evaluation” is in a form that exceeds the 1 page maximum for this proposal, can the page limit be exceeded for this evaluation? B. If the design builder and the design architect are submitting a project that they worked on together, can two owner evaluation forms be submitted (one for the builder and one for the architect), since the evaluation criteria will be different?	A. Yes B. Yes
11	Please clarify the Stipend Agreement requirements. This information is needed to resolve our teaming Agreements for SOQ submission.	Please see the form of Stipend Agreement included as Appendix I to the RFQ.
12	Appendix E-1 Construction Employment Report Part III Form A (Use of Subcontractors/Trades) and Form B (Projected Workforce). Please clarify what is required prior to submission of the SOQ. The forms mentioned above and required in the ER cannot be meaningfully completed at this juncture in the Project.	The Construction Employment Report must be uploaded to the EEO section of the proposer’s PASSPort Vendor Profile. Information currently unavailable should be noted as such
13	How can Cost Estimators contact Architects and CM firms?	The list of firms that downloaded this RFQ will be posted on our website for reference and networking opportunities.