

Request for Qualifications Detention Facilities

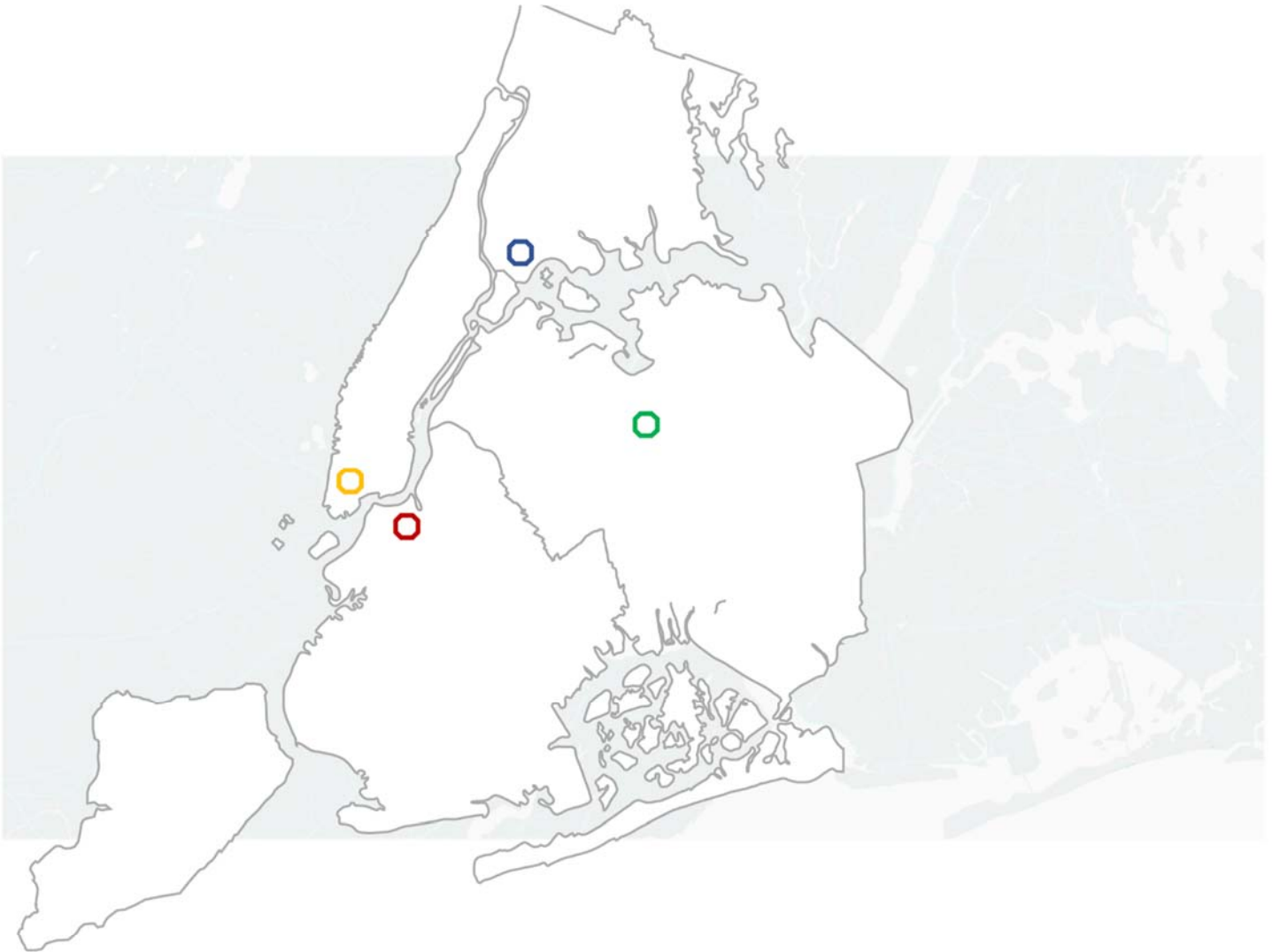
NYC Borough-Based Jails Program

Manhattan Detention Facility

The Bronx Detention Facility

Brooklyn Detention Facility

Queens Detention Facility



REQUEST FOR QUALIFICATIONS INTENT FORM

DETENTION FACILITIES – ROUND 1

MANHATTAN OR THE BRONX

Please review this Request for Qualifications (RFQ), complete the following information, and e-mail the completed form to the DDC e-mail address shown below by the earliest date practical. This form is for DDC’s information only and is not required to be included with Proposer’s Statement of Qualifications (SOQ) and will not be considered as part of any SOQ submitted.

NYCBBJ@ddc.nyc.gov

TO RECEIVE NOTIFICATIONS FROM DDC OF FUTURE DESIGN-BUILD CONTRACTING OPPORTUNITIES, PLEASE PROVIDE AN EMAIL ADDRESS BELOW.

Firm/Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

E-mail Address: _____

_____ The respondent **DOES** intend to submit an SOQ as part of a DB Team (prime or sub).

_____ The respondent **DOES NOT** intend to submit an SOQ as part of a DB Team for the following reason(s):

- | | |
|---|---|
| <input type="checkbox"/> Not our scope of work | <input type="checkbox"/> Learned about the project too late |
| <input type="checkbox"/> Present work load too heavy | <input type="checkbox"/> Unable to meet bonding requirements |
| <input type="checkbox"/> Not enough time to propose (How much time, in total, is needed?) | <input type="checkbox"/> Unable to meet insurance requirements |
| <input type="checkbox"/> Specification requirements too stringent (please explain below) | <input type="checkbox"/> Unable to submit a competitive proposal at this time |
| <input type="checkbox"/> Commercial requirements too stringent (please explain below) | <input type="checkbox"/> Key personnel unavailable at this time |
| <input type="checkbox"/> Scope of work too small | <input type="checkbox"/> Cannot meet deliver or schedule requirements |
| <input type="checkbox"/> Scope of work too large | <input type="checkbox"/> Lack of experience |
| <input type="checkbox"/> Other (please explain below) | |

REQUEST FOR QUALIFICATIONS INTENT FORM

DETENTION FACILITIES – ROUND 2

BROOKLYN OR QUEENS

Please review this Request for Qualifications (RFQ), complete the following information, and e-mail the completed form to the DDC e-mail address shown below by the earliest date practical. This form is for DDC’s information only and is not required to be included with Proposer’s Statement of Qualifications (SOQ) and will not be considered as part of any SOQ submitted.

NYCBBJ@ddc.nyc.gov

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Firm/Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

E-mail Address: _____

_____ The respondent **DOES** intend to submit an SOQ as part of a DB Team (prime or sub).

_____ The respondent **DOES NOT** intend to submit an SOQ as part of a DB Team for the following reason(s):

- | | |
|---|---|
| <input type="checkbox"/> Not our scope of work | <input type="checkbox"/> Learned about the project too late |
| <input type="checkbox"/> Present work load too heavy | <input type="checkbox"/> Unable to meet bonding requirements |
| <input type="checkbox"/> Not enough time to propose (How much time, in total, is needed?) | <input type="checkbox"/> Unable to meet insurance requirements |
| <input type="checkbox"/> Specification requirements too stringent (please explain below) | <input type="checkbox"/> Unable to submit a competitive proposal at this time |
| <input type="checkbox"/> Commercial requirements too stringent (please explain below) | <input type="checkbox"/> Key personnel unavailable at this time |
| <input type="checkbox"/> Scope of work too small | <input type="checkbox"/> Cannot meet deliver or schedule requirements |
| <input type="checkbox"/> Scope of work too large | <input type="checkbox"/> Lack of experience |
| <input type="checkbox"/> Other (please explain below) | |

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PREAMBLE.....	1
1. INTRODUCTION TO THE BOROUGH-BASED JAILS PROGRAM.....	3
1.1 Executive Summary	3
1.2 Purpose	3
1.3 One RFQ Approach – Four Detention Facilities	3
1.4 BBJ Program Goals	4
1.5 Role of the DDC	5
1.6 Role of MOCJ, DOC and CHS	5
1.7 Form Design-Build Agreement.....	5
1.8 Project Information	6
1.9 Early Works	6
2. PROCUREMENT PROCESS	8
2.1 Purpose & Overview	8
2.2 RFQ (Phase I)	8
2.3 RFP (Phase II)	9
2.4 RFP Proposal Stipend (Phase II Only)	10
3. RFQ GENERAL INSTRUCTIONS	11
3.1 Conflicts of Interest	11
3.2 Rules of Contact.....	11
3.3 The City’s Consultant Support Team	13
3.4 Proposer Questions	13
3.5 RFQ Addenda	14
3.6 Notification of Firms on the Short-List.....	14
3.7 Costs	14
3.8 Changes in DB Team.....	14
3.9 Exclusivity	15
4. SOQ EVALUATION PROCESS.....	16
4.1 Evaluation Objectives.....	16
4.2 Selection Committee	16
4.3 Review and Evaluation of the SOQ	16
4.4 Pass/Fail SOQ Evaluation Factors	16
4.5 Qualitative Evaluation Factors	18
4.6 Requests for Clarification by DDC	18
4.7 Minor Non-Compliance	18
4.8 Short-List Protest	18
5. SOQ SUBMISSION REQUIREMENTS	19
5.1 Submittal Requirements.....	19
5.2 Submittal Address	19
5.3 Page Limit, Format and Quantities	20
5.4 Content of SOQ Generally	20

Conformed Copy_Addendum #6

5.5	Fundamental Qualifications (Tab 0 – Pass/Fail).....	20
5.6	Project Past Performance/Experience (Tab 1)	23
5.7	Design-Build Team Key Personnel Resumes (Tab 2).....	25
5.8	Design Philosophy and DB Management Approach (Tab 3).....	29
6.	PROTESTS.....	33
6.1	General Overview	33
6.2	Time for Protest.....	33
7.	DDC’S RIGHTS AND DISCLAIMERS	36
7.1	DDC’S Rights	36
7.2	DDC’S Disclaimers.....	37
8.	PUBLIC POLICY AND LEGAL REQUIREMENTS	39
8.1	M/WBE Policy	39
8.2	Equal Employment Opportunity	40
8.3	Project Labor Agreement	41
8.4	Professional Licensing and Registration.....	41
8.5	Authority to Issue RFQ.....	41
9.	COMPLIANCE WITH APPLICABLE LAWS.....	42
9.1	Governing Law	42
9.2	Iran Divestment Act of 2012.....	42
10.	COMPLAINTS.....	43

APPENDICES

APPENDIX A: ABBREVIATIONS AND DEFINITIONS

APPENDIX B: PROJECT EXCELLENCE

APPENDIX C: PROJECT DESCRIPTION, DESIGN-BUILDER RESPONSIBILITIES AND PROJECT STATUS

- C-1: Manhattan Detention Facility
- C-2: The Bronx Detention Facility
- C-3: Brooklyn Detention Facility
- C-4: Queens Detention Facility

APPENDIX D: FORMAT AND ORGANIZATION FOR STATEMENT OF QUALIFICATIONS

APPENDIX E: SOQ FORMS

- E-1: Construction Employment Report
- E-2: Doing Business Data Form
- E-3: Iranian Divestment Act
- E-4: Preliminary Insurance Information
- E-5: Safety Questionnaire
- E-6: Financial Questionnaire
- E-7: Project Profile Form
- E-8: Project Evaluation Form
- E-9: Prior Experience Working Together Form
- E-10: Project Relevancy Form
- E-11: Resume Form
- E-12: Resume Compliance Matrix
- E-13: Acknowledgment of Addenda Form

APPENDIX F: DRAFT REQUEST FOR PROPOSALS (PHASE II) INFORMATION

APPENDIX G: LIST OF CONSULTANT SUPPORT TEAM

APPENDIX H: SUMMARY OF BBJ SELECT DBA PROVISIONS

APPENDIX I: FORM OF STIPEND AGREEMENT

PREAMBLE

This preamble is provided for informational purposes. In the event of discrepancies between the contents of this preamble and the main body or exhibits of this RFQ, the provisions within the main body or exhibits of the RFQ will prevail.

New York City is at a transformational moment, rethinking and redoing the way in which its justice system operates to ensure it is as small, safe and fair as possible. Uniquely in the nation, the City has achieved record reductions in both crime and incarceration, even as it has lightened the touch of enforcement. Today, the City has the lowest rates of crime and incarceration of any big city in the nation, relying less on police and jails than it once did and more on neighborhood-based and preventive efforts. In the midst of this transformation, the City is also closing its outdated jails, which for decades have been isolated on Rikers Island, which sits in the East River, and building instead facilities in four of the City's five boroughs, closer to communities, public transportation, services and courts.

The City is seeking to create buildings that are equal in ambition to the transformational changes that have taken place and continue to unfold in the City's criminal justice system. The City's new jails must be civic assets, valuable to the communities within which they will be located and to the people who are incarcerated, work, and visit them. These facilities must be beacons of high-quality civic architecture that integrate into the immediate neighborhood context and are assets to all New Yorkers. The buildings will offer an aspirational model of how to use detention—sparingly, with a focus on the specific characteristics of detained populations and their needs, and shaped by principles of procedural justice—to achieve a safer and fairer city.

The City will build four modern, humane facilities in the Bronx, Brooklyn, Manhattan and Queens by 2026 that will house no more than 3,300 people in total—the lowest jail population since 1920. This is part of a once in many generations opportunity to build a smaller and more humane justice system that includes facilities grounded in dignity and respect, offering better connections to and space for families, attorneys, courts, medical and mental health care, education, therapeutic programming and service providers. The facilities must provide for effective and tailored programming, appropriate housing for those with medical, behavioral and mental health needs, and an opportunity for a more stable reentry into the community.

The new facilities must realize these values through innovative and high-quality design that will foster safety and wellbeing through normalized environments for all those who interact with the facilities. Such high-quality design practices must also provide for the new facilities to be built efficiently and cost-effectively to achieve the City's functional objectives and do so as expeditiously as possible in order to meet the City's goal of closing the Rikers Island Jail Complex as soon as possible.

The overarching goal for this procurement is to select, for each new facility, a Design-Build (DB) Team to design and construct each Project in a manner that provides the best value to the City in support of its vision and mission. **Through best value selection, the City is looking for high-quality, innovative and transformative design to be completed on time and within budget. This procurement is not a low-bid procurement.** In addition to the City's goal for enduring design that supports justice reform for many decades to come, the City is seeking teams with the capability to deliver high-rise facilities in dense, urban environments, to optimize energy-efficiency and sustainability, to provide robust minority- and woman-owned business enterprise participation, to deliver design excellence in the community-specific urban realm, and to reduce construction and operations-related community impacts. DDC seeks an effective partnering relationship with the successful DB Team(s) to accomplish this goal.

DDC intends to award fixed price DB agreements with incentives and an award fee program. DDC will state its requirements in a performance-based contract, thus allowing and expecting the DB Team(s) to determine how to satisfy and exceed Project requirements. The DB Team is expected to work collaboratively with the City to provide exceptional and innovative design that supports the City's vision for justice reform and to aggressively seek out solutions to accelerate the schedule while managing cost and promoting quality and innovation.

The City understands that integrated Design-Build and design-bid-build are fundamentally different project procurement and delivery systems. As part of DDC's shift into a collaborative Design-Build approach, DDC will implement Design-Build Institute of America best practices to become an owner of choice for DB Teams, such as:

- A two-phase, best value selection that prioritizes design, quality, past performance, and qualifications over price. This RFQ is Phase I. A subsequent RFP will be Phase II.
- Offering stipends to unsuccessful responsive and responsible Proposers in Phase II.
- Implementation of a formal Alternative Dispute Resolution (ADR) partnering program.
- Allowing the DB Team flexibility to choose means and methods to satisfy contract requirements.
- An integrated City-DB Team approach to meet or exceed Project goals.
- Rewarding key performance criteria throughout the Project.
- Mitigating the risk to the Design-Builder by providing for appropriate allowances, potential economic price adjustment provisions, and mitigating unknown subsurface conditions.

This Program presents the design and construction community with an opportunity to partner with the City to design and construct **innovative facilities** that will set the standard worldwide for **safe, secure, efficient, and humane** detention facilities. DB agreement(s) will be awarded to the best value Proposer(s) with Design-Build quality, design excellence, experience, past performance, and other non-cost factors valued more than lowest price.

1. **INTRODUCTION TO THE BOROUGH-BASED JAILS PROGRAM**

1.1 **Executive Summary**

New York City (the “City”) is at a transformational moment, rethinking and redoing the way in which its justice system operates to ensure it is as small, safe and fair as possible. Uniquely in the nation, the City has achieved record reductions in both crime and incarceration, even as it has lightened the touch of enforcement. Today, the City has the lowest rates of crime and incarceration of any big city in the nation, relying less on police and jails than it once did and more on neighborhood-based and preventive efforts. In the midst of this transformation, we are also closing the City’s outdated jails, which for decades have been isolated on Rikers Island, which sits in the East River, and building instead facilities in four of the City’s five boroughs, closer to communities, services and courts.

The City will build four modern, humane facilities in the Bronx, Brooklyn, Manhattan and Queens by 2026 that will house no more than 3,300 people in total—the lowest jail population since 1920. This is part of a once in many generations opportunity to build a smaller and more humane justice system that includes facilities grounded in dignity and respect, offering better connections to and space for families, attorneys, courts, medical and mental health care, education, therapeutic programming and service providers. The new facilities must realize these values through innovative and high-quality design that will foster safety and wellbeing through normalized environments for all those who interact with the facilities.

The overarching goal for this procurement is to select, for each new facility, a DB Team to design and construct each Detention Facility in a manner that provides the best value to the City in support of its vision and mission. This Request for Qualifications (“RFQ”) is issued by the Department of Design and Construction (“DDC”) on behalf of the sponsor agencies, the Mayor’s Office of Criminal Justice (“MOCJ”) and the Department of Corrections (“DOC”), and seeks submissions from the most highly qualified Proposers.

All capitalized terms and abbreviations used, but not otherwise defined herein, have the meaning given to such terms in Appendix A (*Abbreviations and Definitions*).

1.2 **Purpose**

The purpose of this RFQ is to commence procuring DB services from one or multiple Design-Builders for four individual Detention Facilities as part of this Borough-Based Jails Program (the “BBJ”) and as described in each of Appendix C-1 (*Manhattan Detention Facility*), Appendix C-2 (*The Bronx Detention Facility*), Appendix C-3 (*Brooklyn Detention Facility*) and Appendix C-4 (*Queens Detention Facility*), as applicable (the “**Project Description Appendices**”). The Project Description Appendices provide a high-level overview for each Detention Facility project, including (i) the Design-Builder’s responsibilities, (ii) a preliminary project schedule and (iii) the Project Goals.

Sections 2 and 3, respectively, provide a description of the procurement process and general instructions applicable to the RFQ procurement. An explanation of the evaluation criteria, including evaluation criteria weights, is provided in Section 4. Proposals will be evaluated based on the best value. Detailed submission instructions for Proposers submitting statements of qualifications (“**Statements of Qualifications**” or “**SOQs**”) are set forth in Section 5.

1.3 **One RFQ Approach – Four Detention Facilities**

This RFQ is the first step in a two-step process to award DB Agreements for the BBJ. The first step, encompassed in this RFQ, is to select a group of Design-Build teams who will be

invited to submit Proposals in response to subsequently issued RFPs for the design and construction of the four Detention Facilities.

To reduce repetitive SOQ submissions for each Detention Facility, as well as to streamline the procurement and lessen the burden on Proposers, the City will utilize a single RFQ for all the Detention Facilities. As a result, DDC will only require two SOQ submissions in two separate rounds for the Detention Facilities (“**Rounds**”). Each of the Rounds and their respective SOQ due dates for each group of Detention Facilities is as follows (each, an “**SOQ Due Date**”):

Project	SOQ Due Date
Manhattan Detention Facility	Round 1, July 15
The Bronx Detention Facility	
Brooklyn Detention Facility	Round 2, March 2021
Queens Detention Facility	

Any Proposer may choose to be considered for one or more Detention Facilities being procured during each Round. During Phase II, DDC intends to award one DB Agreement for each Detention Facility. However, no Key Personnel may be part of a DB Team on more than one Detention Facility, as described further in Section 2 (*Procurement Process*). The overall procurement process, restrictions and limitations for each Detention Facility is described in further detail in Section 2 (*Procurement Process*). Based on the market response, DDC reserves the right to accelerate the timing of the SOQ Due Date for Round 2 in its sole discretion.

1.4 BBJ Program Goals

DDC’s general goals and objectives for the BBJ are listed below (the “**Program Goals**”). Additional goals for each individual Detention Facility (“**Project Goals**”) are listed in the Project Description Appendices:

- (a) design and construct new Detention Facilities grounded in dignity and respect; offering better connections to, and space for, families, attorneys, courts, medical and mental health care, education, therapeutic programming and service providers. These Detention Facilities must provide for effective and tailored programming, appropriate housing for those with medical, behavioral and mental health needs, and opportunity for a more stable reentry into the community;
- (b) design and construct new Detention Facilities that provide a safe and efficient work environment for those who work within the facilities;
- (c) design and construct each Detention Facility in a manner that seamlessly integrates its operations, design and landscaping into the applicable existing neighborhood as a civic asset;
- (d) select a DB Team for each new Detention Facility that can provide exceptional design in a collaborative manner;
- (e) select a DB Team to design and construct each new Detention Facility in a manner that provides the best value to the City and in a manner in full compliance with all applicable legal and agency requirements;
- (f) select a DB Team that will proactively seek out innovative solutions to expedite the project schedule while controlling cost and achieving a high degree of quality and safety;

- (g) optimize overall operations and maintenance efficiency;
- (h) prioritize environmental sustainability and energy efficiency, with the expectation that each Detention Facility will achieve, at minimum, LEED Gold rating.
- (i) establish robust diversity practices and meet M/WBE participation goals set forth in Section 8.1 (*M/WBE Policy*); and
- (j) minimize construction and operations-related impacts to neighboring properties and facilities and the community at large.

1.5 Role of the DDC

For each Detention Facility, DDC, through its own forces or through the Consultant Support Team, intends to undertake the following:

- (a) management and delivery of the Early Works packages;
- (b) overall project management;
- (c) procurement and administration;
- (d) preparation of the RFQ and subsequent RFP, evaluation of SOQs and Proposals, determination of Short-lists and selection of the best value Proposal by a committee more fully described in Section 4.2 (*Selection Committee*);
- (e) identification of DDC's designated project manager as the point of contact for all communication during the design and construction phase;
- (f) quality oversight and audit of the Design-Builder's design and construction activities, including quality checks and verification sampling and testing;
- (g) providing reasonable assistance to the DB Team in securing agreements with utility companies, utility owners and other third parties, as necessary;
- (h) final acceptance of the Work and handover of each Detention Facility to the DOC and payment for Work performed; and
- (i) M/WBE program oversight and compliance review.

1.6 Role of MOCJ, DOC and CHS

The Mayor's Office of Criminal Justice ("**MOCJ**") serves as the primary advisor to the Mayor on public safety. MOCJ shapes and funds strategies to increase safety and fairness throughout the public safety system. The Department of Correction ("**DOC**") provides for the care, custody and control of persons held in custody once accused of crimes, or who have been convicted and sentenced to one year or less. DOC will manage and operate the Borough-Based Jails. NYC Health + Hospitals/Correctional Health Services ("**CHS**") provides medical and mental health care, substance use treatment, dental care, social work services, and reentry support services, to individuals in the City's custody. DOC will be the long-term operator of the Detention Facilities with CHS providing on-site health services.

DOC and MOCJ are the sponsor agencies of the BBJ – which is the basis of this RFQ. CHS is a key stakeholder in the BBJ .

1.7 Form Design-Build Agreement

(a) Generally

The DB Agreement for each Detention Facility will be a fixed price, lump-sum and date-certain design and construction agreement prepared in accordance with design-build best practices and which may include incentives and award fees. The

maximum budget for each Detention Facility is contained in the Project Description Appendices.

DDC is in the process of developing its form DB Agreement which will be used for each Detention Facility. A draft form DB Agreement will be provided with the subsequent RFP. A summary of key terms and provisions that DDC anticipates including in the DB Agreement is attached in Appendix H (Summary of BBJ Select DBA Provisions).

(b) **Anticipated Payment Terms**

The DB Agreement will provide for a system of progress payments to the Design-Builder based on a percentage of the Work completed for each Detention Facility. A description of the method of periodic payment will be provided in the subsequent RFP.

DDC anticipates including provisions in the DB Agreement that (i) provide for the payment of performance incentives and (ii) enable the Design-Builder to submit value engineering proposals to drive shared savings between the City and the Design-Builder. The City reserves the right to implement an award fee program during the post-award phase to further encourage superior performance.

(c) **Insurance and Bonding**

Preliminary information regarding insurance that will be required for the Detention Facilities is set forth in Appendix E-4 (*Preliminary Insurance Information*). Details and requirements regarding insurance will be set forth in the RFP. DDC will require the Selected Proposer to provide evidence of insurance by certified copy (or certificates of such insurance) of complete policy or policies endorsed.

Each DB Agreement will require the Design-Builder to post a performance bond sized to 50% of the Contract Price, and a payment bond sized to 100% of the Contract Price, for the benefit of DDC.

1.8 Project Information

High-level project descriptions for each Detention Facility are set forth in the Project Description Appendices.

This RFQ is being issued concurrently with the process of development and review of the final scope of Work for each Detention Facility. As a result of such process, or otherwise, any Work or project description included or described in this RFQ is subject to modification or adjustment, in DDC's sole discretion.

For more information about the City's plan to close the Rikers Island Jail Complex and replace it with a smaller network of Detention Facilities, please visit: <https://rikers.cityofnewyork.us/>

To view copies of BBJ's City Environmental Quality Review documents, including the Final Scope of Work and the Final Environmental Impact Statement, please visit: <https://a002-ceqraccess.nyc.gov/ceqr/ProjectInformation/ProjectDetail/13546-18DOC001Y#b>

A capital project scope development study ("CPSD") was also performed. A copy of the final draft CPSD is available upon request by emailing DDC's Designated Representative, identified in Section 3.2 (*Rules of Contact*).

1.9 Early Works

(a) Prior to, or simultaneous with this RFQ, DDC has procured, or is procuring through separate solicitations and procurements, certain Early Works to be completed at

each of the project sites for the Bronx Detention Facility, the Brooklyn Detention Facility and the Queens Detention Facility. Such Early Works are described in further detail in the applicable Project Description Appendices. Such Early Works are subject to change at any time during this RFQ, and may change based on the needs of the BBJ, the City or DDC, as may be deemed necessary by DDC.

- (b) Proposers or Persons participating in the Early Works projects under the BBJ are not precluded from participating in this solicitation for the Detention Facilities.

2. **PROCUREMENT PROCESS**

2.1 **Purpose & Overview**

- (a) DDC seeks the most highly qualified Proposers who are prepared in all respects to undertake the complete design and construction work for any single Detention Facility. As described further below, SOQs will only be accepted from Proposers intending to provide all required services for at least one Detention Facility.
- (b) A high-level procurement schedule is included in Appendix F (*Draft Request for Proposals (Phase II) Information*) and the procurement and preliminary project schedule for each Detention Facility is set out in each of the respective Project Description Appendices.

2.2 **RFQ (Phase I)**

(a) **Single SOQ Submission per Round**

A single SOQ will be required for each Round submitted pursuant to the following requirements:

- (i) **Round 1 Detention Facilities** – Qualified Proposers that wish to be Short-listed under this RFQ for either the Manhattan Detention Facility or the Bronx Detention Facility, must submit only one SOQ by the applicable SOQ Due Date for Round 1.
- (ii) **Round 2 Detention Facilities** – Qualified Proposers that wish to be Short-listed under this RFQ for either the Brooklyn Detention Facility or the Queens Detention Facility, must submit only one SOQ by the applicable SOQ Due Date for Round 2.
- (iii) **One Detention Facility Per Round** - Subject to Section 2.2(b) (*Multiple Detention Facility SOQ Submission*) below, Proposers that submit an SOQ in either Round will initially be considered by DDC for both Detention Facilities in such Round, but may only be Short-listed for one Detention Facility in each Round.
- (iv) **SOQ Each Round** - A new SOQ will be required as part of Round 2 from any Proposer that elects to participate in both Rounds and any Proposers electing to participate in both Rounds may re-organize their DB Team and personnel, including Major Participants, between the Round 1 SOQ and Round 2 SOQ (see Section 2.2(b) (*Multiple Detention Facility SOQ Submission*) below for more information).
- (v) **Detention Facility Preferences** - On the front cover of the SOQ Proposers should indicate their preference for a Detention Facility included in that Round and provide a brief explanation of their preference in their cover letter. DDC will consider a Proposer's preferences, but preferences are not guaranteed and DDC may, in its discretion, only Short-list a Proposer for a Detention Facility that is not its highest preference.

(b) **Multiple Detention Facility SOQ Submission**

A Proposer or Major Participant can seek to be Short-listed for multiple Detention Facilities included in a single Round or both Rounds, if the Proposer and/or Major Participant, as applicable, includes a Multi-Detention Facility Supplement that satisfies the requirements in this RFQ as part of its SOQ and in each case:

- (i) demonstrates its capacity to perform the Work on multiple Detention Facilities simultaneously in terms of financial strength and technical capability; and
 - (ii) provides separate Key Personnel for each Detention Facility. Notwithstanding a requirement of separate Key Personnel, a Proposer may propose DB Teams that include the same Major Participants on more than one Detention Facility.
- (c) **Ranking Process**
- DDC will rank all SOQs received in a Round without regard to the Proposers' stated Detention Facility preference. After ranking, DDC will identify up to six of the most highly qualified Proposers for both Detention Facilities collectively in such Round. DDC will then assign (in its sole discretion) these identified Proposers to a Short-list of no more than three Proposers for each Detention Facility included in the Round. Unless a Proposer has included a Multi-Detention Facility Supplement, a Proposer may only be Short-listed on one Detention Facility, per Round.
- (d) **Shortlist**
- (i) Each Detention Facility within each Round will have its own Short-list, which DDC intends will not exceed three qualified Proposers for each Detention Facility. DDC reserves the right, at any time, to Short-listed Proposers for only one Detention Facility in each Round (without regard to whether a Proposer submitted a Multi-Detention Facility Supplement).
 - (ii) The SOQs submitted for the Round 2 will be evaluated independently of the SOQs for Round 1. Rankings will not be carried over from Round 1 to Round 2.
 - (iii) DDC intends to issue the Short-list for each Detention Facility in accordance with the procurement schedule described in Section 2.1(b) (*Purpose & Overview*).

2.3 RFP (Phase II)

- (a) **RFP Participation**
- For each Detention Facility, DDC will only issue an RFP to that Detention Facility's Short-list. As a result, in order to be invited to proceed to Phase II of the procurement and respond to a subsequent RFP, a Proposer must provide a timely response to this RFQ and be Short-listed by DDC for one or more Detention Facilities.
- (b) **Collaborative Dialogue Meetings**
- Short-listed Proposers will have the opportunity to engage in collaborative dialogue meetings with the City to discuss comments and innovations to the RFP and will be required to submit fixed-price Proposals in response to the final RFP issued for each Detention Facility.
- (c) **Selected Proposer**
- DDC will evaluate the Proposals received and select one Selected Proposer to enter into the DB Agreement for each Detention Facility whose Proposal is deemed by the City to provide the best value to the City, considering, among other things, a

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, 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 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.

3. RFQ GENERAL INSTRUCTIONS

3.1 Conflicts of Interest

(a) **Conflicts of Interest**

Proposers are required to disclose all known or potential Conflicts of Interest in their SOQs in accordance with Section 5.5(a)(xiii) (*Conflicts of Interest*). Conflicts of Interest with DDC or among the DB Teams will not be permitted by any member of a DB Team, unless expressly authorized by DDC.

(b) **Conflicts Between DB Teams**

No Major Participant or Key Personnel may be a member of, or participant in, more than one DB Team for the *same* Detention Facility procurement at any one time, either during any Phase I or Phase II. However, subject to a Proposer and/or Major Participant complying with the requirements in Section 2.2(b) (*Multiple Detention Facility SOQ Submission*), a Major Participant may be on more than one DB Team on *different* Detention Facility procurements in the same, or different, Round. Additionally, subject to complying with Section 3.1(c) (*Communication Between DB Teams*) below, Subcontractors that are not Major Participants may be on one or more DB Teams on the same or multiple Detention Facility procurements.

(c) **Communication Between DB Teams**

After the Short-list is announced, neither a Proposer nor any of its DB Team members may communicate with another Proposer or members of another DB Team with regard to any Detention Facility procurement. Notwithstanding such general prohibition, where a Proposer obtains and provides to DDC a written certification from either a Major Participant or a Subcontractor that is not a Major Participant, as applicable, which provides, among other things, that such Major Participant or Subcontractor (as applicable) will not act as a conduit between Proposers or share any information as it pertains to either Proposer, then:

- (i) any such Major Participant that is permitted under Section 3.1(b) (*Conflicts Between DB Teams*) to be on one or more DB Teams for separate Detention Facility procurements, may communicate with multiple Proposers, solely on such separate Detention Facility procurements; or
- (ii) a Proposer's DB Team member may communicate with a Subcontractor (that is not a Major Participant) that is on both its DB Team and another Proposer's DB Team (either on the same, or different, Detention Facility procurements).

3.2 Rules of Contact

The following rules of contact shall apply during Phase I and Phase II for each Detention Facility, which began upon public issuance of this RFQ and will be completed with the execution of the DB Agreement. The rules are designed to promote a fair, unbiased, legally defensible procurement process for the BBJ. Contact includes face-to-face, telephone, e-mail or any other form of communication.

(a) **Designated DDC Representative**

Potential Proposers are advised that communication in connection with this procurement, including but not limited to questions and responses to questions, can be made only by e-mail to the “**DDC’s Designated Representative**”, which is:

Nicholas Mendoza

NYCBBJ@ddc.nyc.gov

(b) **Proposer Designated Representative**

For purposes of communications with DDC, the Proposer must notify DDC’s Designated Representative of the Proposer’s sole designated point of contact during Phase I and Phase II (the “**Proposer’s Designated Representative**”).

(c) **Meetings Exception**

Communications between a Proposer or its DB Team and DDC’s team or staff and the Consultant Support Team is allowed during any collaborative dialogue meeting, joint workshops and/or meetings organized by DDC during Phase I or Phase II.

(d) **No Contact or Lobbying Permitted**

Except as expressly provided in Section 3.1(b) (*Conflicts Between DB Teams*) and (c) (*Communications Between DB Teams*) above, neither a Proposer nor its DB Team members, or any of their authorized representatives, advisors or agents may contact (i) employees, authorized representatives, advisors or of DDC or the Consultant Support Team, including staff members, members of any SOQ evaluation committee and any other person who will evaluate SOQs, regarding the BBJ or (ii) any public official regarding the BBJ.

Each Proposer, its DB Team members and their agents must refrain from any and all lobbying of any governmental official related to the BBJ during Phase I or Phase II.

(e) **Improper Communication**

Any contact by a Proposer or DB Team member determined by DDC in its discretion to be improper or in breach of this RFQ or the RFP may result in disqualification of the Proposer.

(f) **Non-Binding Effect Oral Communication**

Without prejudice to Section 7 (*DDC’s Rights and Disclaimers*), any oral communication by DDC may not be relied upon for purposes of this RFQ, unless confirmed in writing by DDC’s Designated Representative.

(g) **Website**

Information regarding the Phase I procurement for each Detention Facility will be posted on DDC’s website:

<http://designbuild.ddcanywhere.nyc>

Proposers are advised to monitor the website regularly. DDC is not obligated to notify potential Proposers of posted information, including Addenda, to this RFQ and the subsequent RFP.

3.3 The City's Consultant Support Team

- (a) Entities that have been retained by the City to provide assistance to the City and the selection committee in preparing this RFQ and the subsequent RFPs and in evaluating SOQs and Proposals, including providing financial, legal, contractual, and technical advice (the "**Consultant Support Team**"), are listed in Appendix G (*List of Consultant Support Team*). The Consultant Support Team may also provide project oversight, including design reviews, construction monitoring, and environmental compliance oversight.
- (b) Except as otherwise provided in Appendix G (*List of Consultant Support Team*) members of the Consultant Support Team are not eligible to assist or participate as DB Team members with any Proposer for any Detention Facility. SOQs and Proposals that include ineligible DB Team members may be deemed non-responsive.
- (c) Additional members may be added to the Consultant Support Team for the BBJ. DDC will notify Proposers of additional members by issuing an Addendum to this RFQ.

3.4 Proposer Questions

(a) **Questions & Requests for Clarifications or Corrections**

DDC will consider questions submitted in writing by Proposers regarding this RFQ, including requests for clarification and requests to correct errors. All such requests must be submitted by e-mail to DDC's Designated Representative. Questions must include the individual requestor's name, the potential Proposer's name, address, telephone number and e-mail address.

(b) **Written Communication Only with Designated Representative**

Only written requests by e-mail to DDC's Designated Representative will be considered. No oral requests will be accepted or responded to. No requests for additional information or clarification to any other DDC office, consultant, employee, or stakeholder (including any utilities or other governmental agency relevant to any Detention Facility) will be considered.

(c) **Deadline**

Only questions received by 12:00 P.M. (Noon) Eastern Time (ET) on the deadline for Proposer questions or clarifications specified for the applicable Detention Facility in Appendix C (*Project Description, Design-Builder Responsibilities and Project Status*) are required to be addressed by DDC.

(d) **Responses**

Responses to Proposer questions in connection with this RFQ will be disseminated by posting on DDC's website listed above and (except for certain Proposer specific questions or clarifications – which are not broadly applicable) will not be e-mailed or mailed directly to any Person. Proposers will be solely responsible for independently searching DDC's website for information pertaining to this RFQ. Responses will not indicate which Proposer raised particular questions. DDC may consolidate or rewrite questions, and may post multiple sets of questions and answers. Final responses will be posted on DDC's website (listed below) no later than the date indicated in the procurement schedule for the applicable Detention Facility in Appendix C (*Project Description, Design-Builder Responsibilities and Project Status*).

3.5 RFQ Addenda

(a) Pre-SOQ Submission Addenda

If necessary, DDC will issue Addenda to modify conditions or requirements of this RFQ. Addenda will be disseminated by posting on DDC's website. If Addenda are posted, DDC will attempt to send e-mail notification to potential Proposers that have registered and downloaded documents directly from DDC's website. DDC is not responsible if potential Proposers fail to receive e-mail notification of posted Addenda. Proposers are advised to visit DDC's website regularly to check for Addenda. DDC will seek to ensure that the final Addendum will be posted on DDC's website not later than seven Days prior to the applicable SOQ Due Date. If an additional Addendum is required within seven Days of the applicable SOQ Due Date, and such Addendum requires modifications to the SOQs, the applicable SOQ Due Date may be revised such that there will be seven Days or greater from the final Addendum to the applicable SOQ Due Date.

(b) Post-SOQ Submission Addenda

In the event that a material error is discovered in this RFQ during the SOQ evaluation process, DDC will issue an Addendum to this RFQ and provide all Proposers an opportunity to submit either a new or a revised SOQ based upon the corrected RFQ.

3.6 Notification of Firms on the Short-List

Each Proposer will be notified officially in writing whether it has been selected for a Short-list for any Detention Facility. The Short-list will be posted on DDC's website after all Short-listed Proposers have been notified. Short-list notifications may be expected no later than the date specified for the applicable Detention Facility in Appendix C (*Project Description, Design-Builder Responsibilities and Project Status*).

A Proposer's Short-listing does not represent a finding of responsibility with respect to the Proposer or any member of its DB Team. Between the time of Short-listing and award of the DB Agreement for any Detention Facility, the ACCO may determine that a Short-listed Proposer is not responsible, and as such, should be removed from the Short-list and therefore, among other things, be ineligible to either (i) receive an RFP, (ii) submit a Proposal in response to an RFP or (iii) be awarded, or enter into, a DB Agreement.

3.7 Costs

Proposers are solely responsible for all costs and expenses of any nature associated with responding to this RFQ, including preparing an SOQ, attending any briefing(s), workshop(s) or meeting(s), and/or providing supplemental information. Proposers will not be reimbursed for any costs associated with responding to this RFQ.

3.8 Changes in DB Team

(a) DB Team to Remain Intact & Scoring Carry-Forward

This RFQ requires Proposers to identify Major Participants and Key Personnel. Major Participants and Key Personnel, identified in the SOQs submitted by Proposers are required to remain intact for the duration of Phase I and Phase II of each Round and the resulting DB Agreement for each applicable Detention Facility's procurement during such Round. The scoring of these Major Participants and Key Personnel positions in the evaluation of an SOQ will likewise carry forward in the scoring of such Major Participants and Key Personnel in a Short-listed Proposer's Proposal submitted in response to the applicable RFP (Phase II).

Notwithstanding the foregoing, DB Teams submitting an SOQ for Round 2 Detention Facilities may re-organize their DB Team, including Principal Participants, from the DB Team that was identified in their SOQ in Round 1.

(b) **Phase II DB Team Changes**

A Short-listed Proposer may propose substitutions to DDC for its approval for substitute DB Team members; however, such changes will require written approval by DDC, in its sole discretion. Proposers should carefully consider the make-up of its DB Team, prior to the submittal of the SOQ, to reduce the likelihood of occurrence of any such changes during the Proposal period and throughout the term of the DB Agreement.

During Phase II, 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. Requests by Short-listed Proposers for changes in any of the Major Participants and Key Personnel will be particularly scrutinized. Proposers with changes, whether such changes are approved or not, may have their scores increased or decreased due to such changes in Major Participants or Key Personnel.

(c) **Disqualification**

Proposers that make changes to the Major Participants or Key Personnel identified in an SOQ without DDC approval may be disqualified.

3.9 Exclusivity

Due to the limited number of qualified firms in each of the following categories of providers, Subcontractors or suppliers, no DB Team may have an exclusive arrangement with any firm within each of the following categories:

- (a) Physical and detention security suppliers and installers;
- (b) Electronic security suppliers and installers;
- (c) Mechanical/electrical/plumbing Subcontractors;
- (d) Concrete Subcontractors, including suppliers of concrete materials; and
- (e) Other Subcontractors/suppliers/installers that DDC determines is in limited supply.

4. SOQ EVALUATION PROCESS

4.1 Evaluation Objectives

The objective of Phase I of this procurement is to create a Short-list of the most highly qualified Proposers with the general capability (quality of SOQ responses, financial and management), capacity and past performance necessary to successfully undertake and complete the Work for each Detention Facility. Only Proposers who demonstrate a capability to complete the Work for a Detention Facility in its entirety will be considered eligible to be included on a Short-list. The Design-Builder for each Detention Facility will have primary responsibility to perform all Work necessary to design, construct, and commission a fully functional Detention Facility and to complete the Work for each Detention Facility on, or ahead of, schedule and within the DB Agreement price. DDC expects design excellence and high collaboration and responsibility standards of the Design-Builder, and this is reflected in the qualitative evaluation factors of this RFQ and will also be reflected in the subsequent RFP and the DB Agreement.

4.2 Selection Committee

DDC has established a selection committee, which will be responsible for evaluating the SOQs, Short-listing Proposers and subsequently evaluating Proposals in Phase II and making a recommendation as to the Selected Proposer. Proposals may also be reviewed by DDC and other City agencies, including but not limited to DOC, MOCJ, CHS, and members of the City's Consultant Support Team.

4.3 Review and Evaluation of the SOQ

(a) Eligibility

In order to be eligible for evaluation, SOQs submitted in response to this RFQ must include information addressing each pass/fail evaluation factor identified in this RFQ.

(b) Evaluation Generally

Evaluation of the SOQs will be based on information submitted in the SOQs or otherwise available to DDC and will involve (i) first evaluating whether an SOQ has passed all the pass/fail evaluation factors in Section 4.4 (*Pass/Fail Evaluation Factors*) and (ii) subsequently evaluating an SOQ against the qualitative evaluation factors in Section 4.5 (*Qualitative Evaluation Factors*). The pass/fail evaluation factors in Section 4.4 (*Pass/Fail Evaluation Factors*) and the qualitative evaluation factors in Section 4.5 (*Qualitative Evaluation Factors*) are of importance to the City and in addition to providing a basis for evaluating the SOQs are provided to assist Proposers in organizing their DB Teams and preparing their SOQ to satisfy areas of importance to DDC and the City.

(c) Self-Contained SOQ

Proposers should note that the SOQ must be self-contained and therefore all the information necessary to allow the selection committee to make a complete and comprehensive evaluation must be contained within the Proposer's SOQ. Proposers should not assume that any SOQ reviewer will have previous knowledge of the DB Team, its Major Participants or its Key Personnel.

4.4 Pass/Fail SOQ Evaluation Factors

Only if a Proposer passes all the following pass/fail evaluations, will its SOQ be further evaluated using the qualitative evaluation factors detailed in Section 4.5 (*Qualitative*

Evaluation Factors). If any item identified as pass/fail in this RFQ is scored as fail, the entire SOQ (or where a Multi-Detention Facility Supplement has been submitted, a portion of an SOQ) may be disqualified for the Round for which such SOQ was submitted. Disqualification for non-compliance in Round 1, will not preclude participation and submission of an SOQ in Round 2. Each SOQ's pass/fail rating will be based on the following criteria:

(a) **Legal**

Demonstration of the Proposer's legal capability to enter into a contractual relationship with DDC and a declaration of willingness to do so;

(b) **Financial**

Demonstration of the Proposer's and each Principal Participant's capability to have a sufficient balance sheet to satisfy contingent liabilities under a market-standard DB Agreement and to provide required bonds, insurance and guarantees and to meet other financial requirements of undertaking and completing the Work, subject to Section 4.4(g) (*Multi Detention Facilities*), for at least one Detention Facility within a Round;

(c) **Capacity**

Taking into account Section 4.4(g) (*Multi Detention Facilities*) where applicable, demonstration of workforce / resource capacity to timely and successfully complete the Work for the applicable Detention Facilities identified within a Round, considering current, committed and potential workload;

(d) **Compliance with RFQ & Satisfaction of Fundamental Requirements**

(i) Proper identification of each Major Participant; and

(ii) Proper submittal of all required submittals, forms and information in accordance with this RFQ, including satisfaction of the fundamental requirements in Section 5.5 (*Fundamental Qualifications (Tab 0 – Pass/Fail)*) and any "Required Experience" identified in Section 5 (*SOQ Submission Requirements*) of this RFQ;

(e) **Vendor Integrity**

Determination that the Principal Participants possess a satisfactory record of business integrity, it being understood that such a determination is not a determination of responsibility pursuant to PPB 2-08;

(f) **Legal Compliance Requirements**

A Proposer's DB Team's ability to comply with the provisions of articles 145, 147 and 148 of the New York State Education Law and past record of compliance with the New York State Labor Law. Material past non-compliance with any such requirements, may warrant the DDC's disqualification of any Proposers; and

(g) **Multiple Detention Facilities**

Where a Multi-Detention Facility Supplement has been provided, the assessment of (a)-(e) above, will be done in a manner that takes into account the Proposer's intent to be Short-listed on more than one Detention Facility in connection with this RFQ.

4.5 Qualitative Evaluation Factors

The qualitative evaluation factors to be evaluated against each SOQ and their associated weightings are:

RFQ (Phase I) Weighted Criteria		
Tab	Item Description	Weighting
1	Project Past Performance/Experience	40 percent
2	DB Team Key Personnel Resumes	35 percent
3	Design Philosophy and DB Management Approach	25 percent
Total		100 percent

4.6 Requests for Clarification by DDC

(a) **Generally**

A Proposer must provide accurate and complete information to DDC. If information is not accurate and complete, the Proposer’s SOQ may be considered non-responsive. If the information provided requires clarification, DDC will notify the Proposer and request that the clarification be submitted within twenty-four hours or another time period deemed appropriate by DDC. Proposers will not be allowed to participate further in the procurement unless and until all required information is provided. Any insufficient statements or incomplete affidavits may be returned directly to the Proposer by DDC with notations of the insufficiencies or omissions and may be accompanied by a request for clarifications and/or submittal of corrected documents. If a response is not provided within the time frame specified by DDC, the Proposer’s SOQ may be declared non-responsive.

(b) **Responses to Requests for Clarifications**

Responses to DDC requests for clarification must be limited to answering the specific information requested by DDC and must be submitted to DDC’s Designated Representative by e-mail no later than the deadline specified in DDC’s request for clarification.

(c) **Interviews**

DDC does not anticipate conducting interviews during Phase I but reserves the right to do so. If DDC elects to conduct interviews, the Proposers will be notified by e-mail.

4.7 Minor Non-Compliance

(a) DDC may waive technical irregularities in the form of a Proposer’s SOQ that do not substantively alter the information provided; however, any other non-compliance may cause DDC to deem an SOQ and Proposer disqualified for purposes of the Round in which the SOQ was submitted.

(b) Additionally, a Proposer’s compliance with the required SOQ format and organization in this RFQ may also be considered by DDC as part of any qualitative evaluation score rendered in accordance with this Section.

4.8 Short-List Protest

DDC’s decision regarding which Proposers will be included on any Short-list will be final and will not be appealable, reviewable or reopened in any way, except as provided in Section 6 (*Protests*). Persons and entities participating in this RFQ will be deemed to have accepted this condition and other requirements of this RFQ.

5. **SOQ SUBMISSION REQUIREMENTS**

5.1 **Submittal Requirements**

(a) **Deadline**

All SOQs must be received at the location set forth in Section 5.2 (*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) **Cover Page**

The cover page of the SOQ must be clearly marked with the applicable Round and its Detention Facilities' names, Proposer name, and date of submittal. If a Proposer has included a Multi-Detention Facility Supplement for both Detention Facilities in a Round, that should be indicated on the 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)**

(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 **Submission Portal**

SOQs shall be submitted electronically at the link below.

Upload Link:

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

Only electronic SOQs, submitted at the link provided 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

(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) **Submission Format**

Proposers must submit one PDF containing the SOQ and one PDF containing the proposers Doing business Data Form (DBDF). The electronic 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) **Written Materials**

Provide 8 ½" x 11" format, using 10 point or larger font size, single space, with a cover sheet. Within the file, 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.

Provide a full table of contents at the beginning of the file 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.

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 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 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. 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*).
 - (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 Detention Facility specific budget described in this RFQ. Where a Proposer or Major Participant is submitting a Multi-Detention Facility Supplement the surety should reflect combined bonding capacity for all Detention Facilities that may be required to be constructed simultaneously by the same Proposer or Major Participant, as applicable. Surety requirements include:
- the surety company or companies providing the commitment letter must be (a) approved by the City; (b) authorized to do business in the State of New York; and (c) on the current list of certified surety bond companies provided by the Department of the Treasury of the United States; and
 - if the Proposer is or will be a joint venture, and only one party intends to provide the applicable surety indemnity for the bond, provide a complete explanation with confirmation from the surety.
- (ix) **Legal Structure.** Describe the Proposer's legal structure (e.g. joint venture, limited liability company, or other). If a joint venture, provide (1) a copy of the executed joint venture agreement (if available), or (2) a copy of the executed letter of intent to joint venture. If the Proposer's organization has not yet been formed, information regarding the future legal structure and organization must be provided in a manner that will allow the DDC to determine whether the future organization will be legally capable of entering into a DB Agreement and to meet applicable requirements once it is formed. Prior to award, the Selected Proposer, in the event that it is a foreign entity, i.e., not formed in New York State, must be authorized to do business in New York State. Where a Multi-Detention Facility Supplement is provided, describe its legal structure for each applicable Detention Facility. There is no role-requirement for the leadership of the DB Team; for example, DB Teams may be designer-led.
- (x) **Teaming Agreement.** A teaming agreement is an arrangement between two or more Persons to perform on a specific contract. (See also, e.g., AIA Form C102-2015, DBIA Form 580). Provide a description of the Proposer's teaming agreement or, at minimum, the Proposer's letter of intent to team. Provide information that is similar to that of the AIA-AGC Design-Build Teaming Checklist or the DBIA Teaming Checklist. A Proposer may use the teaming agreements or other agreements that are specifically developed for its DB Team. Include the Major Participants, key trade partners, and other key Subcontractors or key trade Subcontractors in the teaming agreement. Where a Multi-Detention Facility Supplement is provided, include such information for each applicable Detention Facility.

- (xi) **Safety Questionnaire.** Provide a completed Safety Questionnaire. Use the form provided in Appendix E-5 (*Safety Questionnaire*). Any Experience Modification Rate greater than 1.1 may be considered non-responsive.
- (xii) **Financial Questionnaire.** Provide a completed Financial Questionnaire. Use the form provided in Appendix E-6 (*Financial Questionnaire*).
- (xiii) **Conflicts of Interest.** Provide a description of any known or potential Conflicts of Interest.

5.6 Project Past Performance/Experience (Tab 1)

(a) Project Past Performance/Experience Evaluation Criteria

Each Proposer's SOQ Tab 1 will be evaluated based on:

(i) Recent and Relevant Project Experience

"**Relevant Projects**" are defined as those projects included in the SOQ Tab 1 which satisfy one or more of the "Required Experience" or "Desirable Experience" criteria established in Section 5.6(b) below and which help demonstrate the Proposer's and its DB Team member's capability of delivering the Program Goals and the applicable Project Goals for the relevant Detention Facilities.

- (ii) A Proposer's and its Major Participant's past performance in delivering successful Relevant Projects. Relevant Projects included in an SOQ that (1) are currently on track to be completed, or were successfully completed (within the past ten years), on-time and on-budget or (2) (a) received an award for design excellence (e.g., from DBIA, ENR, AIA, AGC, CMAA, Architect's Newspaper, Architectural Record (including the Women in Architecture Award), and Architectural League, etc.) or (b) utilized best practices proliferated by major industry associations specializing in Design-Build education and outreach, will in each case be given additional consideration.

(iii) DB Team Experience Working Together

A Proposer's DB Team's recent and Relevant Project experience working together on successful projects. For projects where DB Team members worked together, DDC will evaluate how collaboratively the team worked together during design and construction.

(iv) Required Experience vs. Desirable Experience Scoring

For purposes of Tab 1, "Required Experience" is mandatory and may serve as a basis for deeming a Proposer disqualified. "Desirable Experience" is not mandatory, but is strongly-recommended to be included in a Proposer's SOQ. For purposes of evaluating the SOQs, Proposers are not required to include Relevant Projects satisfying all criteria for "Desirable Experience" in order to receive full credit in the SOQ evaluation for their past performance. However, Proposers can maximize their SOQ scores by submitting DB Teams that satisfy both the "Required Experience" and as much of the "Desirable Experience" as is deemed relevant to achieving the Program Goals and applicable Project Goals.

(b) Project Past Performance/Experience - Submission Requirements / Evaluation Criteria

Except as provided in Appendix A (*Abbreviations and Definitions*) for any Proposer submitting a Multi-Detention Facility Supplement, Proposers must only describe a minimum of four projects and a maximum of seven projects total to demonstrate satisfactory Required Experience and Desirable Experience using the Project Profile Form found in Appendix E-7 (*Project Profile Form*). On each Project Profile Form provided for this Tab 1, highlight only Tab 1 Evaluation Criteria. Each Project Profile Form must provide a brief description of the DB Team's collaborative approach to Design-Build, including:

- interactions within the DB Team and with the client during design; and
- the role and interaction between the design team and the construction team during design and construction of the projects.

Images may be included in the Project Profile Form. However, no additional pages will be allotted for images.

(i) **Required Experience**

The Builder and the Architect-of-Record (Firm) must each show prior experience in successfully completing at least one DB project and at least one urban, High-Rise project.

(ii) **Desirable Experience**

Additional desired experience, which may include experience of members of a DB Team that will have a significant role in the performance of the

Work, includes projects that had:

- excellence in design, construction and project delivery, as described in Appendix B (*Project Excellence*);
- a contract value of \$100 Million or more;
- a secure facility, demonstrating innovative and modern design;
- a complex mission critical institutional facility;
- a mixed-use urban, High-Rise construction (greater than 10 stories), which may include, without limitation, dormitory, and short or long-term rooming/hotel facilities;
- complex construction on a severely constrained project site;
- interface with multiple stakeholders, including the community and regulatory agencies and/or significant third parties operating in and around the applicable project's site;
- where a Multi-Detention Facility Supplement has been submitted, experience concurrently delivering two or more related large-scale projects for the same project owner;
- (applicable only to the Manhattan and the Bronx Detention Facilities (i.e., Round 1)) demolition of a multi-story structure in a dense urban environment; or
- environmental sustainability with durable and innovative construction and LEED Gold rating.

(c) **Project Evaluation Forms.**

For every Project Profile Form (Appendix E-7 (*Project Profile Form*)) included in Tab 1, Proposers must include a Project Evaluation Form (Appendix E-8 (*Project*

Evaluation Form)) following the Project Profile Form (Appendix E-7 (*Project Profile Form*)).

A maximum of one form per project will be considered. All Project Evaluation Forms should be completed and signed by the owner or owner’s agent for each project.

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. Performance evaluations must highlight the role and impact a DB Team member provided on the project.

- (d) **Prior Experience Matrix:** Provide a matrix (see Prior Experience Working Together Form – Appendix E-9 (*Prior Experience Working Together Form*)) showing recent and Relevant Projects the DB Team is working on currently or has successfully completed.
- (e) **Project Relevancy Forms:** Provide a completed Project Relevancy Form found in Appendix E-10 (*Project Relevancy Form*), which should demonstrate that the project profiles included in the submission are relevant to the Program Goals and that each project profiled satisfies one or more of the “Required Experience” or “Desirable Experience” criteria and constitutes a Relevant Project.

5.7 Design-Build Team Key Personnel Resumes (Tab 2)

Each Proposer’s SOQ Tab 2 will be evaluated based on:

- (a) **Design-Build Team Key Personnel Evaluation Criteria:**
 - (i) **Team Introduction and Organization Chart**
Proposers will be evaluated based on the Proposer’s DB Team structure, roles of the members of its DB Team, responsibilities and functional relationships, capability to perform assigned responsibilities and the Proposer’s rationale for selecting the team structure relative to delivering the Program Goals and the applicable Project Goals.
 - (ii) **Resumes**
Proposers will be evaluated based on the qualifications, experience and past performance of its proposed Key Personnel, with the evaluation considering, among other things, the individual’s experience working on Relevant Projects in similar roles to those proposed in the SOQ.
 - (iii) **Resume Compliance Matrix**
Proposers exhibiting more competencies in the resume compliance matrix will be viewed more favorably, than those with less.
- (b) **Submission Requirements:**
 - (i) **Team Introduction and Organization Chart**
Provide a narrative introducing Key Personnel and major team organizations, including key trade and design partners, and provide an organization chart showing the team structure and relationship. There is no role-requirement for the leadership of the team; for example, teams may be designer-led.
 - (ii) **Resumes**

Provide a resume for each of the positions on the following chart for the DB Team. Use the Resume Form provided in Appendix E-11 (*Resume Form*). Other than the Design-Build Project Executive, none of the individuals proposed as Key Personnel are required to be employees, officers, or principals of the Proposer or its Principal Participants (i.e., Key Personnel, other than the Design-Build Project Executive, may be Subcontractors).

(iii) **Additional Evaluation Consideration**

DBIA professional designation is desired for all personnel and will receive additional consideration. Additional consideration will also be given (i) with respect to any design or architectural professional, to any person that has received an award for design excellence (e.g., from DBIA, ENR, AIA, AGC, CMAA, Architect’s Newspaper, Architectural Record (including the Women in Architecture Award), and Architectural League, etc.), (ii) in the case of the Design-Build Project Manager, if such person is certified Project Management Professional, or (iii) in the case of the Design-Build Construction Manager, if such person is certified Construction Manager.

(iv) **Resume Compliance Matrix**

Provide completed Resume Compliance Matrix as found in Appendix E-12 (*Resume Compliance Matrix*) demonstrating that members of the DB Team meet as many of the competencies listed on the Resume Compliance Matrix as possible.

(c) **Description of Key Personnel Roles**

All Key Personnel listed below, except for the Design-Build Project Executive, are expected to dedicate 100% of their time necessary to perform the Work on the applicable Detention Facility(ies) and to satisfy each of the following requirements, as applicable.

Number	Title	Role	Education/ Certification	Preferred Experience
1	Design-Build Project Executive	This is the senior DB Team leader with the authority to contractually bind the company. This individual is the corporate sponsor responsible to commit all necessary resources and resolve potential conflicts. Identify percentage of time devoted to this project. Where a Multi-Detention Facility Supplement is submitted, this individual will provide oversight	N/A	Fifteen (15) years of design or construction experience, including Design-Build projects.

Number	Title	Role	Education/ Certification	Preferred Experience
		over design and construction of all Detention Facilities awarded to the same Proposer.		
2	Design Lead (Individual)	This individual will have primary responsibility for creative design and design vision. Design Lead may also serve as the Architect-of-Record (Individual) if they meet the qualification for both.	Degree in a related field or sufficient relevant experience (i.e., the applicable experience set forth under "Preferred Experience").	Fifteen (15) years of design experience. Demonstrated project and design excellence, as described in Appendix B (<i>Project Excellence</i>), in innovative building design.
3	Architect-of-Record (Individual)	The Architect-of-Record (Individual) may also serve as the Design Lead (Individual), if they meet the qualification for both.	New York Licensed Architect	Fifteen (15) years of experience in Relevant Projects. Experience with designing secure facility or High-Rise structures is required. Experience serving as Architect-of-Record (Individual) on Design-Build projects is required. Demonstrated project and design excellence, as described in Appendix B (<i>Project Excellence</i>) in innovative building design.
4	Design-Build Project Manager	This is the primary liaison on the DB Team and will act as the first point of contact between the Design-Builder and the City.	Degree in Construction Management, Construction Science or Architecture / Engineering	Ten (10) years of experience in construction and construction management projects with Relevant Projects. Demonstrate satisfactory experience to manage and control the design and construction.
5	Design Integrator	This is the individual responsible for the development and implementation of the integrated design work plan to ensure alignment of	Degree in Construction Management, Construction Science or Architecture/ Engineering OR 10	Five (5) years of experience in design, construction and construction management projects with Relevant Projects. Must have experience on a large design-build project.

Number	Title	Role	Education/ Certification	Preferred Experience
		design deliverables with construction needs.	years of relevant experience (i.e., 5 years of experience in addition to the experience set forth under "Preferred Experience").	
6	Detention Specialist	This individual must have technical expertise in and will be responsible for ensuring that the layout, and design of the detention facility comply with applicable security requirements.	Degree in Construction Management, Construction Science or Architecture/ Engineering OR 15 years of relevant experience (i.e., 5 years of experience in addition to the experience set forth under "Preferred Experience")	Ten (10) years of experience in planning and design of detention facilities. In addition, experience in planning or design of medical and mental health facilities or programs. Experience with innovative and modern facilities consistent with the Program Goals will be given greater weight than traditional detention facilities.
7	Structural Engineer	This individual will be responsible for structural engineering.	New York Licensed Professional Engineer	Ten (10) years of experience designing structural systems for Relevant Projects. Experience with High-Rise building standards is required.
8	Design-Build Construction Project Manager	This role may be filled by the Design-Build Project Manager, if they meet the qualifications for both.	Degree in Construction Management, Construction Science or Architecture/ Engineering OR 15 years of relevant experience (i.e., 5 years of experience in addition to the experience set forth under "Preferred Experience").	Ten (10) years of experience in construction and/or construction management projects with Relevant Projects. Experience in administration of City, Municipal or Federal projects. Ability to effectively manage, control, administer, and execute the integrated design and construction operations, safety, quality control program, and subcontracts.

(d) **Key Licensing Requirements**

- (i) Section 7210 of the New York State Education Law requires that business entities providing professional engineering, geology, and land surveying services in the State of New York obtain a “Certificate of Authorization” to provide such services from the New York State Education Department. For more information, please visit <http://www.op.nysed.gov/corp/>. Proposers’ Subcontractors providing professional engineering, geology, or land surveying services must provide a copy of their Certificate of Authorization prior to award. Other Subcontractors providing these services will be required to provide a copy of their Certificate of Authorization as part of the post-award subcontractor approval process.
- (ii) Prior to DB Agreement award, individuals providing professional services must be licensed and/or authorized to work in the State of New York, as required by law. Information about licensing/authorization can be found on the New York State Department of Education website at <http://www.op.nysed.gov/prof/>.
- (iii) All construction trades including, but not limited to electricians and plumbing and fire suppression trades, must be appropriately licensed. Information about licensing requirements for construction trades can be found on the website of the New York City Department of Buildings at <https://www1.nyc.gov/site/buildings/industry/licensing.page>.

5.8 Design Philosophy and DB Management Approach (Tab 3)

Each Proposer’s SOQ Tab 3 will be evaluated based on the following factors in connection with the BBJ, Program Goals and Project Goals:

(a) **Evaluation Criteria**

The City will evaluate how well the Proposer’s SOQ Tab 3 satisfies the submittal requirements in Section 5.8(b) (*Submission Requirements*) below, including the following:

(i) **Design Philosophy and Project Excellence**

The Proposer’s design philosophy and approach to achieving Project Excellence, as defined in Appendix B (*Project Excellence*), in the context of the Program Goals is fundamental and critical to the success of the BBJ.

By providing environments that foster safety and well-being, the Detention Facilities must acknowledge and support the humanity of all who work, are detained, visit, or provide services there. The Detention Facilities must be dignified and safe, encourage and facilitate interactions characterized by respect. Each Detention Facility must offer dedicated spaces and better connections to families, attorneys, courts, medical and mental health care, education, therapeutic programming and service providers. The design of the Detention Facilities must enable effective and tailored programming, appropriate housing for those with medical, behavioral and mental health needs, and an opportunity for a more stable reentry to the community.

For these reasons, the City will evaluate the Proposer’s design philosophy and approach to achieving Project Excellence in design, construction and project delivery, including with respect to environmental sustainability, and

durable and innovative construction, all as further described in Appendix B (*Project Excellence*).

(ii) **Design-Build Management Approach**

The City will evaluate the clarity and strength of the overall approach, the structure and strategy to execute the Work. Explain the Proposer's ability to comply with the co-location requirements in the Project Description Appendices, including its co-location strategy during design and how best to have the Design Integrator co-located with the Designers during performance of the Work. DDC will evaluate the Proposer's understanding of the design process and the role of the Architect-of-Record (Individual) and Architect-of-Record (Firm), Design Lead (Individual), Design Lead (Firm) and Detention Specialist. The City will evaluate the Proposer's approach to how and when key trade partners will be brought on board and the Proposer's commitment to community engagement.

(iii) **M/WBE Approach**

The City will evaluate the Proposer's M/WBE proposed approach.

(iv) **Quality Assurance and Quality Control for Design and Construction**

1) The City will evaluate the DB Team's proven ability to develop comprehensive, integrated and complete incremental design packages in the context of Design-Build. Specific information on how the DB Team will implement the design quality assurance and quality control process, track design evolution and changes during design to meet the schedule and to facilitate City reviews will also be evaluated.

2) The City will also evaluate the DB Team's capabilities to ensure and control quality construction. The evaluation will include how the DB Team implements all matters relating to quality assurance and quality control of construction and how this control and commitment will lessen the administrative burden on the City.

(v) **Design and Construction Scheduling**

The City will evaluate the Proposer's integrated scheduling capabilities on the systems that will be utilized to implement the schedule. Proposers that employ fast track Design-Build methodology and demonstrate high-quality design integration will be given additional consideration.

(vi) **Multi-Detention Facility Submission**

Where a Proposer includes a Multi-Detention Facility Supplement, the City will evaluate the Proposer's overall approach and organizational structure in delivering more than one Detention Facility simultaneously under this procurement.

(b) **Submission Requirements**

(i) **Design Philosophy and Project Excellence**

Submit a detailed narrative describing the Proposer's overall design philosophy with respect to the BBJ and identifying opportunities for the Proposer to achieve Project Excellence, as described in Appendix B (*Project Excellence*), in design, construction and project delivery.

Proposer's design philosophy should demonstrate its understanding of the Program Goals, as described in Section 1.4 (*BBJ Program Goals*). The Proposer should describe how its design philosophy is incorporated throughout the design development process and how its design philosophy will be manifested in the final project.

(ii) **Design-Build Management Approach**

- 1) Provide an organization and technical approach narrative on the DB Team's approach to executing the Work for the Detention Facility in order to satisfy Program Goals and Project Goals within the anticipated schedule, site, and potential constraints.
- 2) Demonstrate an understanding of the risk management process associated with Design-Build projects.
- 3) Clearly and concisely describe the organizational and technical approach to project management and execution, describing how and when Subcontractors are contractually engaged and the prominent role(s) of the Architect-of-Record (Individual), Design Lead (Individual), and Detention Specialist during the post-award design and construction phase. The Builder and key Subcontractors are encouraged to be actively involved in the design process.
- 4) Describe the DB Team's approach to having an effective management system to communicate, manage, control and track revisions to the design.
- 5) Describe the DB Team's overall approach to community engagement, including how the DB Team will keep the community apprised of the progress of the Work, how the DB Team will manage the construction activities (including demolition, where applicable) to mitigate construction impacts, and how the DB Team intends to manage, track, and respond to community feedback and inquiries.

(iii) **M/WBE Approach**

DDC has set a Draft Goal for M/WBE utilization, as discussed in further detail in Section 8.1(b) (*BBJ Specific M/WBE Program Components*). Accordingly, please explain the Proposer's commitment and ability to satisfy such M/WBE goal. Address the DB Team's proposed organizational structure of the supplier/Subcontractor diversity program for the Work.

(iv) **Quality Assurance and Quality Control for Design and Construction**

- 1) Describe how the DB Team will develop excellent high-quality documents and implement in-house processes that the DB Team will utilize. Provide information on how design documents will be compiled from multiple sources and who will coordinate this effort. Provide information on how the DB Team has historically achieved complete incremental design documents at pre-determined design milestones. Provide information on how the multiple design teams and personnel will collaborate to create an integrated design.

- 2) Describe the DB Team's quality control and quality assurance approach, corporate systems, and capabilities to maintain quality control of the design and construction. Provide information on how the Proposer will handle internal and external requests for information, shop drawings, submittal reviews, progress meetings, site visits, contract completion, closeout, record drawings, commissioning and completion documentation. Provide a brief description of the DB Team's quality control and quality assurance plan.

(v) **Design and Construction Scheduling**

Provide information on the scheduling methodology and software programs to be used for the Work. Describe the role of the Design Integrator and how the Proposer will integrate design, construction and City milestones into a comprehensive schedule. Describe any additional features the Proposer will provide such as cost loaded scheduling or, if offering building information modeling (BIM) for extraordinary reasons, how 4D Scheduling will be managed.

(vi) **Multi-Detention Facility Supplement**

Where a Proposer includes a Multi-Detention Facility Supplement, the Proposer must:

- 1) describe its overall approach to deliver more than one Detention Facility simultaneously under this procurement;
- 2) explain why its proposed organizational structure will be optimal for delivering multiple Detention Facilities simultaneously; and
- 3) address each of the required submittals in this Section 5.8(b) directly, and also in the context of delivering multiple Detention Facilities simultaneously.

6. PROTESTS

6.1 General Overview

- (a) This Section 6 sets forth the exclusive protest remedies available to Proposers with respect to this RFQ. Each Proposer, by submitting its SOQ, recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision rendered on any protest shall be final and conclusive. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes or does not follow the exclusive protest remedies set forth in this Section 6, it shall indemnify, defend and hold the City, including its officials and employees, and the Consultant Support Team harmless from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees and damages incurred or suffered as a result of such actions. The submission of an SOQ shall be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation. By submitting an SOQ in response to this solicitation, the Proposer acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of submitting an SOQ.
- (b) Subject to applicable New York State law, contents of SOQs, exclusive of proprietary information to the extent protected under applicable New York State law, will become public information upon execution of the DB Agreement or early termination of the applicable Detention Facility's procurement under this RFQ.
- (c) To be considered, a protest must be timely delivered and must include: (1) the name, street address, and e-mail address of the aggrieved party; (2) the name of the Detention Facility for which the protest is submitted; (3) a detailed description of the specific grounds for the protest and any supporting legal and/or factual documentation; and (4) a clear statement of the specific ruling or relief requested.
- (d) All protests must be in writing and delivered to the Agency Head at the address below by: (1) personal service, or (2) United States Postal Service Certified Mail or other delivery service that provides both proof of mailing and confirmation at delivery. The protest will be considered received on the date of actual delivery or five Days after mailing, whichever is sooner.

Agency Head
Department of Design and Construction
30-30 Thomson Avenue (Entrance on 30th Place)
Long Island City, NY 11101

6.2 Time for Protest

- (a) Any Protest based on the form or content of this RFQ which is or should have been apparent prior to the date established for submittal of the SOQ, will not be considered if received by the Agency Head later than fourteen Days prior to the specified SOQ Due Date.
- (b) If DDC selects the Short-listed Proposers, a debriefing will be made available to any Proposer that submitted an SOQ in response to this RFQ. A qualifying Proposer, if it wishes to have a debriefing, must make a request in writing to DDC's Designated Representative within four business days of notification of the Short-list. DDC will make every effort to ensure that debriefings occur within seven business days of DDC's receipt of a Proposer's request. An unsuccessful Proposer may not file a

protest until after the debriefing. The protest shall be filed no later than four business days after the debriefing. A copy of the protest must also be sent by regular mail to:

Agency Chief Contracting Officer
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

and

New York City Comptroller
Office of Contract Administration
1 Centre Street, Room 835
New York, NY 10007

(c) **Procurement Not Obligated to Stay**

The City will not be obligated to stay the procurement process for any Detention Facility in any manner during the protest. By responding to this solicitation, Proposers acknowledge that a stay of procurement activities for any procurement authorized pursuant to the existing Rikers Island Jail Complex Replacement Act would cause substantial harm to the City and result in a delay of the closure of the Rikers Island Jail Complex, contrary to the intent and purposes of the Rikers Island Jail Complex Replacement Act.

(d) **Agency Head Determination**

- (i) The Agency Head may, in their sole discretion, invite written comment from the selected Proposer(s) (if any) or other interested party, and/or convene an informal conference with the protesting Proposer, the selected Proposer(s), and/or any other interested party to resolve the protest by mutual consent. No hearing shall be held.
- (ii) The Agency Head's determination shall set forth the reasons upon which it is based.
- (iii) The Agency Head's determination with respect to the merits of the protest shall be mailed (via regular mail or electronic mail) to the protesting vendor and the selected vendor (if any) within thirty (Days of receipt of the protest documents.
- (iv) Copies of all documents required by this Section 6 must be forwarded to the CCPO and the Comptroller as such documents become available to the agency.

(e) **Miscellaneous**

If the protest is denied, the protestor may be liable for the City's costs reasonably incurred in any action to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the City as a consequence of the protest. If the protest is granted, the City shall not be liable for payment of the protestor's costs, including, but not limited to, legal and consultant fees and costs.

In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. Any document received after the close

of regular business hours (5:00 p.m. Eastern Time) shall be deemed received the following business day.

(f) **Right of Appeal**

- (i) The determination of the Agency Head shall be final unless appealed to the New York City Office of Administrative Trials and Hearings (“**OATH**”). If a protestor wishes to contest the Agency Head determination, it may appeal to OATH, which shall hear and take final action in the matter in accordance with its rules. The petition to OATH shall be filed by the vendor within fifteen Days of the date of the Agency Head determination. Supporting documentation, if any, shall be included. The protestor must, at the same time, send a copy of appeal to the Agency Head, the CCPO, and the Comptroller.
- (ii) The Agency shall forward a copy of all appeal-related documentation within fourteen Days of its receipt of the copy of the protestor’s appeal to OATH. OATH shall review the determination and determine whether that decision is arbitrary and capricious and whether it is based on substantial evidence.

7. DDC'S RIGHTS AND DISCLAIMERS

7.1 DDC'S Rights

DDC may investigate the qualifications of any Proposer under consideration, including DB Team members, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the Work described in this RFQ. Proposers must cooperate fully with DDC. Failure to cooperate fully may result in disqualification of the Proposer from this RFQ. DDC reserves the right, in its sole and absolute discretion, to:

- (a) Reject any or all SOQs;
- (b) Issue a new RFQ;
- (c) Cancel, modify or withdraw this RFQ;
- (d) Issue Addenda, supplements and modifications to this RFQ;
- (e) Modify the RFQ process (subject to the notice and extension requirements in this RFQ);
- (f) Terminate procurement of one or more Detention Facilities in any Round under this RFQ, at any time and for any reason;
- (g) Appoint a selection committee and/or evaluation teams and selection official to review SOQs, and seek the assistance of outside experts, including the Consultant Support Team, in the SOQ evaluation;
- (h) Approve or disapprove the use of any member of a DB Team and/or substitutions and/or changes in SOQs;
- (i) Revise and modify, at any time before the SOQ Due Date, the factors it will consider in evaluating SOQs and to otherwise revise or expand its evaluation methodology. DDC will post any such revisions or modifications on DDC's website. DDC may extend the SOQ Due Date if such changes are deemed by DDC, in its sole discretion, to be material and substantive;
- (j) Hold meetings and exchange correspondence with the Proposers responding or intending to respond to this RFQ to seek an improved understanding and evaluation of the SOQs;
- (k) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the SOQs;
- (l) Waive minor weaknesses, minor informalities and minor irregularities in SOQs;
- (m) Disqualify any Proposer whose conduct/and or SOQ fails to conform to the requirements of this RFQ;
- (n) Seek clarification of and revisions to SOQs;
- (o) Direct Proposers to submit modifications addressing subsequent RFQ amendments;
- (p) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposer's SOQ and/or to determine a Proposer's compliance with the requirements of this RFQ;
- (q) Disqualify any Proposer that changes its SOQ without DDC written approval;

- (r) Remove or add a Short-listed Proposer or change the Selected Proposer for a Detention Facility;
- (s) Allow a competing Proposer to add or remove a DB Team member with or without the City notifying the other Proposers;
- (t) Modify or adjust any aspect of the procurement process, as the City determines is reasonably necessary, in its sole and absolute discretion; and/or
- (u) Refuse to consider an SOQ or reject an SOQ if such refusal or rejection is based upon, but not limited to, the following:
 - (i) Failure on the part of the Proposer or a Principal Participant, or Subcontractor deemed significant to Proposer's SOQ to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts with DDC (or any other City agency);
 - (ii) Default on the part of the Proposer or a Principal Participant, or Subcontractor deemed significant to Proposer's SOQ, under previous contracts DDC (or any other City agency);
 - (iii) Unsatisfactory performance by the Proposer or a Principal Participant, or Subcontractor deemed significant to Proposer's SOQ under previous contracts with DDC (or any other City agency);
 - (iv) Issuance of a notice of debarment or suspension to the Proposer, a Principal Participant, or Subcontractor deemed significant to Proposer's SOQ;
 - (v) Submittal by the Proposer of more than one SOQ for the same work under the Proposer's own name or under a different name;
 - (vi) Existence of a conflict of interest or evidence of collusion between a prospective Proposer or any member of a DB Team and other Proposer(s) or member of their DB Team in the preparation of an SOQ or Proposal for any DDC construction project;
 - (vii) Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or a Major Participant is responsible, which in the judgment of DDC might reasonably be expected to hinder or prevent the prompt completion of additional work if awarded;
 - (viii) Failure on the part of a Principal Participant to submit and certify the online application in PASSPort prior to the SOQ Due Date; and/or
 - (ix) Submittal by the Proposer of an SOQ that contains any false information or statements, or references to any documents that have been proven to be falsified.

This RFQ does not commit DDC to advance to Phase II or enter into a DB Agreement, nor does it obligate DDC to pay for any costs incurred in preparation and submission of the SOQs or in anticipation of a DB Agreement. By submitting an SOQ, a Proposer disclaims any right to be paid for such costs.

In no event shall DDC be bound by, or liable for, any obligations with respect to the Work or a Detention Facility until such time (if at all) as a DB Agreement, in form and substance satisfactory to DDC, has been executed and authorized by DDC and approved by all required parties and, then, only to the extent set forth therein.

7.2 DDC'S Disclaimers

In issuing this RFQ and undertaking the procurement process contemplated hereby, DDC specifically disclaims the following:

- (a) Any obligation to Short-list any Proposer, issue a subsequent RFP, award or execute a DB Agreement pursuant to a subsequent RFP; and
- (b) Any obligation to reimburse a Proposer for any costs it incurs under this RFQ.
- (c) Nothing contained in this RFQ is intended to modify, limit or otherwise constrain the process or commit the City, DDC, or any other entity, to undertake any action with respect to any Detention Facility, including selection of a Design-Builder or the Work.

In submitting an SOQ in response to this RFQ, the Proposer is specifically acknowledging these disclaimers.

8. **PUBLIC POLICY AND LEGAL REQUIREMENTS**

8.1 **M/WBE Policy**

(a) **BBJ M/WBE Applicable Laws**

In the context of public works projects, the City’s existing M/WBE law under NYC Administrative Code Section 6-129 was developed for design-bid-build projects (the “**City M/WBE Law**”). Certain aspects of the City M/WBE Law were not written with the BBJ or the design-build delivery model in mind. To address this issue, the Rikers Island Jail Complex Replacement Act provides that the DDC requires compliance “with the objectives and goals” of the City M/WBE Law, as opposed to strict conformance with the City M/WBE Law. As a result, the DDC is afforded flexibility to choose the means, methods and processes to comply with City M/WBE objectives and goals. The following provides a high-level summary of those means, methods and processes which DDC is considering for BBJ:

(b) **BBJ Specific M/WBE Program Components**

DDC anticipates that some of the new aspects of the BBJ’s M/WBE policy afforded by the flexibility described above, may be similar to, and borrow aspects from, Article 15-A of the Executive Law and Title 5, Chapter XIV, Part 142 of the State’s Codes, Rules and Regulations (the “**State M/WBE Law**”) including:

- **State & City M/WBE Utilization** – the Design-Builder will be credited for M/WBEs certified with either the State’s or the City’s applicable certification agencies;
- **Evaluating M/WBE** – the City anticipates evaluating the Proposer’s M/WBE utilization plan submitted with its Proposal at the RFP phase, as well as the Proposer’s past M/WBE compliance and a narrative on how the Proposer will partner with the City to achieve the M/WBE goals, as part of its best-value determination;
- **Subcontractors at any Tier & Suppliers** – the Design-Builder will be credited for M/WBEs at any tier, as well as for suppliers, truckers, brokers and manufacturers. Joint venture entities will be credited for M/WBE participation based on the amount of Work performed by the M/WBE joint venture member, not by profit shared;
- **Goal Setting** – DDC anticipates setting an initial M/WBE goal of 30% for design work and 30% for construction work for each of the Manhattan Detention Facility and the Bronx Detention Facility (the “**Draft Goal**”);
- **Reporting** – similar to the State, DDC anticipates utilizing a digital civil rights reporting system to track M/WBE compliance;
- **Compliance** – DDC expects to take M/WBE compliance for BBJ as a material and high-priority aspect of measuring success on each Detention Facility. For this reason, DDC anticipates having a dedicated independent entity on each Detention Facility validating M/WBE compliance and partnering with the Design-Builder to help ensure a successful M/WBE outcome; and
- **Enforcement** – the DDC plans to utilize the City M/WBE Law for purposes of exercising legal remedies or assessing damages, including, where applicable, liquidated damages for a Design-Builder’s failure to comply with the M/WBE obligations in the DB Agreement.

(c) **Collaborative / Partnering M/WBE Process**

- Given the significant period of time that will elapse from the time of issuance of this RFQ to the time of execution of the DB Agreement, we expect the Proposer to begin good faith efforts from RFQ issuance and throughout the RFP process to confirm the viability and feasibility of achieving the Draft Goal. DDC, and the City will work collaboratively with the Proposers during the RFP process to finalize the Draft Goal. Based on the Proposer's and the City's good faith efforts as well as refinements in each Detention Facility's scope and design, the DDC will set a separate final goal for each of design work and construction work during the RFP period and prior to the Proposal due date. DDC anticipates requiring the Proposer to submit a utilization plan that is similar to those required by the State M/WBE Law, but that also includes narrative explanations on how such utilization plan will be successfully implemented.
- Following the award of a Detention Facility project to a Selected Proposer, DDC and the Design-Builder will work collaboratively to implement the Design-Builder's M/WBE utilization plan for the duration of the applicable Detention Facility project. Specifically, during the period in which the Design-Builder is soliciting and entering into subcontracts, the Design-Builder will exercise good faith efforts to achieve the final goals based on the project's further-advanced design and release of construction documents. The DDC anticipates a bi-annual assessment between the parties during this period to assess the efficacy of the parties' collective efforts to achieve the final goals.
- The Design-Builder will have the opportunity to request DDC to consider modifications or waivers to the final goals and the Design-Builder's related utilization plan, after the Design-Builder has demonstrated that it has exhausted all good faith efforts to achieve the final goals. In making any determination to approve a modification or waiver, the City anticipates evaluating the Design-Builder's "good faith efforts" as well as whether a M/WBE contractor or supplier serves a "commercially useful function", consistent with the State M/WBE Law's definition of those terms.
- The Proposer and the Design-Builder will be required to take necessary and reasonable steps to ensure that certified M/WBEs are provided with a fair opportunity to participate in the Work.

8.2 Equal Employment Opportunity

The Work is subject to the requirements of City Executive Order No. 50 (1980) ("**E.O. 50**"), as revised, and the rules set forth at 66 RCNY §§ 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The DB Team must agree that it:

- (a) Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

- (b) Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;
- (c) Will state in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;
- (d) Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;
- (e) Will furnish before the DB Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the SBS, Division of Labor Services (“DLS”); and
- (f) Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

8.3 Project Labor Agreement

As required by the Rikers Island Jail Complex Replacement Act, all Detention Facilities within the BBJ will be subject to a Project Labor Agreement (“PLA”). A copy of the PLA will be included with the subsequent RFP for each Detention Facility.

8.4 Professional Licensing and Registration

The City does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws. Professional services regulated by Articles 145, 147, and 148 of the New York State Education Law must be performed and stamped and sealed, where appropriate, by a professional licensed in accordance with such Articles. References in this RFQ, subsequent RFP, and contract documents to the Design-Builder’s responsibilities or obligations to “perform” the design portions of the work are deemed to mean that the Design-Builder must “furnish” the design for the Detention Facility via designated firms and individuals holding appropriate licenses.

Prior to DB Agreement execution, all Persons participating in the DB Agreement, including those members of the Proposer’s team responsible for leading the design and construction services for the Detention Facility, must obtain all certificates of authorization, licenses, registrations and any other requirements under applicable law, to conduct business in the State of New York and perform the Work required under the DB Agreement, including proposing and carrying out a contract consistent with the laws of the State of New York.

8.5 Authority to Issue RFQ

This RFQ is issued pursuant to DDC’s authority under the Rikers Island Jail Complex Replacement Act. As a result, any requirements expressly provided in the Rikers Island Jail Complex Replacement Act, are also expressly requirements in this Phase I and any subsequent Phase II.

9. COMPLIANCE WITH APPLICABLE LAWS

In connection with this RFQ and the DB Agreement, Proposers shall comply with all applicable laws in all aspects in connection with the procurement process of the BBJ and the applicable Detention Facility and the performance of the DB Agreement.

9.1 Governing Law

- (a) The subsequent RFP and the resulting DB Agreements, if any, unless otherwise stated or except as otherwise required to carry-out the requirements in this RFQ, the subsequent RFPs or any DB Agreement, will be subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by visiting <https://www1.nyc.gov/site/mocs/legal-forms/procurement-policy-board-ppb-rules.page>.
- (b) Proposers are advised that the City Chief Procurement Officer (“**CCPO**”) has approved the use of an innovative procurement method in accordance with Section 3-12 of the PPB Rules. DDC anticipates that several areas of the PPB Rules will be revised to accommodate DDC’s procurement of Design-Build services. Specifically, DDC anticipates, without limitation, modification or alternative processes for the following areas currently addressed by the PPB Rules:
- Procurement methodology for DB services in accordance with the Rikers Island Jail Complex Replacement Act;
 - Performance security;
 - Contract changes and change order administration; and
 - Dispute resolution.

Such modifications and alternative processes will be set forth in the DB Agreement, which will be included with the subsequent RFP.

9.2 Iran Divestment Act of 2012

Pursuant to General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each Proposer is required to complete the attached Bidders Certification of Compliance with the Iran Divestment Act, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a Proposer appears on that list, DDC will be able to award a DB Agreement to that Proposer only in situations where the Proposer is taking steps to cease its investments in Iran or where the Proposer is a necessary sole source. Please refer to Appendix D-3 (*Iranian Divestment Act*) for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the required form and to <http://www.ogs.ny.gov/About/regs/ida.asp> for additional information concerning the list of entities.

A Proposer will not be Short-listed if the Proposer fails to submit a signed and verified Bidders Certification. A certification form must be included with the SOQ.

10. COMPLAINTS

The New York City Comptroller is charged with the audit of contracts in New York City. Any Proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

APPENDIX A

Abbreviations and Definitions

“**Addenda**” or “**Addendum**” means written supplemental additions, deletions, and modifications to the provisions of the RFQ or RFP (where applicable) issued by DDC, after the date of issuance.

“**Agency Chief Contracting Officer**” or “**ACCO**” means the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

“**Agency Head**” means the Commissioner of the New York City Department of Design and Construction.

“**Architect-of-Record (Firm)**” means the licensed in New York State firm that shall be responsible for signing and sealing design packages, and for certifying that the Work has been performed in accordance with the requirements of the Contract Documents and the Design-Builder’s released for construction Documents.

“**Architect-of-Record (Individual)**” means the licensed in New York State individual that is a member of the Architect-of-Record (Firm) and that shall be responsible for signing and sealing design packages, and for certifying that the Work has been performed in accordance with the requirements of the Contract Documents and the Design-Builder’s released for construction documents, as further described in number 1 of the table in Section 5.7(c) (*Description of Key Personnel Roles*).

“**Borough-Based Jails Program**” or “**BBJ**” means DDC’s Design-Build Borough-Based Jail Program to demolish three existing jails in Manhattan, Brooklyn and Queens and to design and construct four new Detention Facilities in each of Manhattan, the Bronx, Brooklyn and Queens, as well as perform various Early Works necessary for the new Detention Facilities.

“**Builder**” means the Major Participant with overall responsibility for performance of the construction work necessary to deliver a Detention Facility.

“**CHS**” means the NYC Health + Hospitals/Correctional Health Services. CHS operates the City’s correctional health care systems. CHS provides medical and mental health care, substance use treatment, dental care, social work services, and reentry support services, to patients from pre-arraignment through discharge. CHS is a key stakeholder in the BBJ.

“**City**” is defined in Section 1.1 (*Executive Summary*).

“**City Chief Procurement Officer**” or “**CCPO**” is defined in Section 9.1(b) (*Governing Law*).

“**City M/WBE Law**” is defined in Section 8.1(a) (*BBJ M/WBE Applicable Laws*).

“**Comptroller**” means the Comptroller of the City of New York, their successors, or duly authorized representatives.

“**Conflicts of Interest**” means that a Person or organization had or has relations with Persons: (1) engaged or is engaging in activities; or (2) performed or is performing services, for DDC or another entity concerning the BBJ or a related project, that afford such Person or organization or any DB Team with a competitive advantage or that might otherwise impair the Person or organization’s objectivity, or that render such Person or organization unable, or potentially unable, to render impartial assistance, performance or advice to any DB Team.

“**Consultant Support Team**” is defined in Section 3.3 (*The City’s Consultant Support Team*).

“**Contract Documents**” means the documents identified as such in the DB Agreement, including all performance security instruments, the Design-Builder Proposal, the final design documents and provisions required by law to be inserted in the DB Agreement whether actually inserted or not.

“**Contract Price**” is defined in Appendix H (*Summary of BBJ Select DBA Provisions*).

“**CPSD**” is defined in Section 1.8 (*Project Information*).

“**Day**” or “**Days**” means calendar days unless otherwise specifically noted to mean business days.

“**DB Agreement**” means the written agreement between DDC and the Design-Builder setting forth the obligations of the parties with respect to a Detention Facility, including, but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment, and including all provisions required by law to be inserted in the DB Agreement whether actually inserted or not.

“**DB Team**” means Principal Participants, Major Participants, Subcontractors, and all other Persons making up the team and acting on behalf of, or at the direction of, a Proposer or the Design-Builder, as applicable necessary to perform the Work.

“**DBIA**” means the Design-Build Institute of America.

“**DDC**” means the Department of Design and Construction of the City of New York acting by and through the Agency Head thereof, or their duly authorized representative.

“**DDC’s Designated Representative**” is defined in Section 3.2(a) (*Designated DDC Representative*).

“**Design-Build**” or “**DB**” means a project delivery methodology by which a single Design-Builder has responsibility for the design and construction of a project under a single design-build agreement.

“**Design-Build Construction Project Manager**” is the role and person to fill such role identified in number 8 of the table in Section 5.7(c) (*Description of Key Personnel Roles*).

“**Design-Build Project Executive**” is the role and person to fill such role identified in number 1 of the table in Section 5.7(c) (*Description of Key Personnel Roles*).

“**Design-Build Project Manager**” is the role and person to fill such role identified in number 4 of the table in Section 5.7(c) (*Description of Key Personnel Roles*).

“**Design-Builder**” means the Person selected pursuant to the RFP that enters into the DB Agreement with DDC to design and construct a Detention Facility.

“**Design Integrator**” is the role and person to fill such role identified in number 5 of the table in Section 5.7(c) (*Description of Key Personnel Roles*).

“**Design Lead (Firm)**” means the Major Participant that has responsibility for creative architectural design for each Detention Facility.

“**Design Lead (Individual)**” means the individual that has primary responsibility for creative architectural design for each Detention Facility, as further described in number 2 of the table in Section 5.7(c) (*Description of Key Personnel Roles*).

“**Designers**” means the Major Participants and Key Personnel with overall responsibility for design of a Detention Facility.

“**Detention Facility**” means individually, each new humane and innovative detention facility, to be designed, constructed and commissioned by a Design-Builder, as part of the BBJ, in each of Manhattan, the Bronx, Brooklyn and Queens, all as further described in the Project Description Appendices and procured in connection with this RFQ.

“**Detention Facilities**” means, two or more of the Detention Facilities, as the context may require.

“**Detention Specialist**” is the role and person to fill such role identified in number 6 of the table in Section 5.7(c) (*Description of Key Personnel Roles*).

“**DLS**” is defined in Section 8.2(e) (*Equal Employment Opportunity*).

“**DOC**” means the Department of Correction of the City of New York. The DOC provides for the care, custody, and control of persons held in custody once accused of crimes or convicted and sentenced to one year or less of jail time. DOC will manage and operate the BBJ. DOC is a sponsor agency for purposes of this RFQ.

“**Draft Goal**” is defined in Section 8.1(b) (*BBJ Specific M/WBE Program Components*).

“**E.O. 50**” is defined in Section 8.2 (*Equal Employment Opportunity*).

“**Early Works**” means the infrastructure, demolition, design and construction work being performed by DDC or DDC contractors in advance of commencement of construction of any of the Detention Facilities, including the construction of the parking structure in connection with the Queens Detention Facility.

“**Equity Participant**” means any Person holding (directly or indirectly) a 15% or greater interest in the Proposer.

“**High-Rise**” has the definition provided by Title 27, Subchapter 2 of the New York City Building Code.

“**Key Personnel**” means the individuals identified in the table in Section 5.7(c) (*Description of Key Personnel Roles*) and those additional individuals that may be designated as such in a subsequent RFP or by DDC’s designated project manager at a later date.

“**LEED Gold**” means gold certification by the U.S. Green Building Council as part of the Leadership in Energy and Environmental Design certification program.

“**M/WBE**” means minority owned business enterprises and/or woman-owned business enterprises.

“**Major Participant**” means the Proposer, each Principal Participant, the Design-Lead (Firm), the Architect-of-Record (Firm), and the Builder.

“**MOCJ**” means the Mayor’s Office of Criminal Justice. MOCJ serves as the primary advisor to the Mayor on public safety. MOCJ shapes and funds strategies to increase safety and fairness throughout the public safety system. MOCJ is a sponsor agency for purposes of this RFQ.

“**Multi-Detention Facility Supplement**” means a Proposer’s and/or Major Participant’s supplemental information submitted with its SOQ for one or more Rounds, which:

(1) for Tab 0, provides the required additional information as indicated in Section 4.4 (*Pass/Fail SOQ Evaluation Factors*) and Section 5.5 (*Fundamental Qualifications (Tab 0-Pass/Fail)*);

(2) for Tab 1, may provide additional Relevant Projects beyond the seven project limitation in Section 5.6(b) (*Project Past Performance/Experience – Submission Requirements / Evaluation Criteria*) (but no more than fourteen projects total), solely for the purpose of providing additional reference projects for either (i) the separate Key Personnel required for each Detention Facility or (ii) including reference projects that shows prior experience concurrently delivering two or more related large-scale projects for the same project owner;

(3) for Tab 2, where a Proposer is seeking to be Short-listed on more than one Detention Facility in the same Round, instead of just one Tab 2, includes a Tab 2-A and 2-B for each Detention Facility in such Round, and each such tab must identify the Proposer's or the Major Participant's, as applicable, separate Key Personnel for each Detention Facility. Each of Tab 2-A and Tab 2-B must identify the name of the applicable Detention Facility in the Tab (e.g. Tab 2-A (Manhattan), Tab 2-B (the Bronx)) and must replicate the required information in Section 5.7 (*Design-Build Team Key Personnel Resumes (Tab 2)*) for each Detention Facility; and

(4) for Tab 3, provides the required additional information as indicated in Section 5.8 (*Design Philosophy and DB Management Approach (Tab 3)*).

All Multi-Detention Facility Supplement information must be integrated directly into the applicable Tab, in the same order as required in the RFQ.

“**OATH**” is defined in Section 6.2(f) (*Right of Appeal*).

“**Person**” means any individual, firm, corporation, company, sole proprietorship, limited liability company (LLC), joint venture, voluntary association, partnership, trust, unincorporated organization, or other legal entity.

“**Phase I**” means the RFQ phase of the procurement process for each Round, which commences at issuance of this RFQ and terminates for each Round at issuance of the Short-list for such Round.

“**Phase II**” means the RFP phase of the procurement process, which commences at issuance of the Short-list for each Round and terminates for each Detention Facility, at execution of the DB Agreement for such Detention Facility.

“**PPB Rules**” means the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York (“RCNY”), § 1-01 et seq.

“**Principal Participant**” means any of the following entities:

- A) The Proposer;
- B) If the Proposer is a partnership, joint venture, or limited liability company, any general partner or any member of the partnership, joint venture or LLC; and/or
- C) Any Equity Participant.

“**Procurement Policy Board**” or “**PPB**” means the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

“**Program Goals**” is defined in Section 1.4 (*BBJ Program Goals*).

“**Project Description Appendices**” is defined in Section 1.2 (*Purpose*).

“**Project Excellence**” is defined in Appendix B (*Project Excellence*).

“**Project Goals**” is defined in Section 1.4 (*BBJ Program Goals*).

“Project Labor Agreement” or **“PLA”** means the project labor agreement entered into or designated by the City for the BBJ. The PLA will be included with the RFP.

“Proposal” means the proposal submitted by a Proposer in response to a Detention Facility RFP, including any revisions thereto. If the RFP requests submittal of best and final offers, the term “Proposal” means the best and final offer submitted by the Proposer, including any revisions thereto.

“Proposer” means the Person submitting an SOQ in response to this RFQ or a Proposal in response to an RFP.

“Proposer’s Designated Representative” is defined in Section 3.2(b) (*Proposer Designated Representative*).

“Relevant Projects” is defined in Section 5.6(a)(i) (*Recent and Relevant Project Experience*).

“Request for Proposals” or **“RFP”** means a written solicitation, including all Addenda thereto, seeking Proposals (including quality and price) to be used to identify the Proposer offering the best value to DDC for a Detention Facility project. The RFP will be issued only to Persons who are on the Short-list for such Detention Facility.

“Request for Qualifications” or **“RFQ”** means this written solicitation issued by DDC, including all Addenda thereto, issued by DDC seeking SOQs in order to identify and Short-listed Proposers to receive one or more RFPs for one or more Detention Facilities.

“Rikers Island Jail Complex Replacement Act” means the design-build authorizing legislation enacted as part of 2018 Senate Bill 7509--C. **“Round 1”** means the SOQ submission Round identified in Section 1.3 (*One RFQ Approach – Four Detention Facilities*) as “Round 1”.

“Round 1 Detention Facilities” means those Detention Facilities identified in Round 1 in Section 1.3 (*One RFQ Approach – Four Detention Facilities*).

“Round 2” means the SOQ submission Round identified in Section 1.3 (*One RFQ Approach – Four Detention Facilities*) as “Round 2”.

“Round 2 Detention Facilities” means those Detention Facilities identified in Round 2 in Section 1.3 (*One RFQ Approach – Four Detention Facilities*).

“Rounds” is defined in Section 1.3 (*One RFQ Approach – Four Detention Facilities*).

“Selected Proposer” means the Proposer whose Proposal in response to each Detention Facility’s RFP is found to provide the best value to the City for such Detention Facility.

“Short-list” means each list of Proposers that the City determines are the most highly qualified Proposers for delivery of each Detention Facility, based on an evaluation of the SOQs submitted by such Proposers for such Round.

“Short-listed Proposers” means the Proposers that have been Short-listed for any Detention Facility.

“SOQ Due Date” is defined in Section 1.3 (*One RFQ Approach – Four Detention Facilities*).

“State” means the State of New York.

“State M/WBE Law” is defined in Section 8.1(b) (*BBJ Specific M/WBE Program Components*).

“**Statement of Qualifications**” or “**SOQ**” is defined in Section 1.2 (*Purpose*).

“**Structural Engineer**” is the role and person to fill such role identified in number 7 of the table in Section 5.7(c) (*Description of Key Personnel Roles*).

“**Subcontractor**” means a subcontractor of the Design-Builder or other entity on a DB Team.

“**Work**” means all of the administrative, demolition, design, engineering, utility support services, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, maintenance, warranty, documentation, and other duties and services to be furnished and provided by the Design-Builder as required by the Contract Documents, including all efforts necessary or appropriate to achieve final acceptance of a Detention Facility and to fulfill the Design-Builder’s warranties. In certain cases, the term is also used to mean the products of the Work.

END

APPENDIX B

PROJECT EXCELLENCE

PROJECT EXCELLENCE

The City of New York is committed to achieving excellence in design and construction across its portfolio of public works by delivering quality infrastructure and public buildings that contribute to a thriving, equitable, sustainable and resilient city for all New Yorkers. As part of this commitment, the Department of Design and Construction's Project Excellence program builds on a strong tradition of innovation in architecture and engineering through strategies and practices that balance aesthetics, functionality, cost, constructability, and durability to bring form and meaning to public space.

Project Excellence encompasses all aspects of project delivery, from capital project planning through design, construction, commissioning, and close-out, to ensure on time and on budget delivery of exemplary civic projects. Integrated project delivery practices include enhanced project initiation and management tools, Quality-Based Selection (QBS) and best value procurements, performance evaluation and management, knowledge sharing, and continuing education. Together, these strategies ensure that all capital projects delivered to the City are inspiring, enduring, practical, constructible, and economical.

Achieving Project Excellence requires all team members to engage collaboratively in the capital project delivery process, prioritizing strategies that make responsible use of public funds and offer the best value for the City. DDC's project managers, technical reviewers, and support staff work to guide projects through complex and demanding project delivery processes in partnership with the most creative and experienced design and construction professionals. DDC and our partners share a commitment to Project Excellence in the public realm as characterized by the following overarching concepts:

Project Excellence utilizes the power of design and construction to positively transform our public space, inspiring pride in the people and City of New York. The design of public buildings and infrastructure must be guided by a civic consciousness and social responsibility to provide spaces that promote discourse, exemplify accessible government, and inspire pride in our communities. The design and construction process must reflect a collaborative effort that is inclusive of all stakeholders, including sponsor, partner, and regulatory agencies, and the community.

Project Excellence shapes the city we envision for today and the future by creating enduring and inclusive public spaces. With design and construction of public projects comes the responsibility of shaping the City for generations to come. Dignified, universally accessible, and community-oriented, public spaces must make all New Yorkers feel welcome and valued, comfortable and secure. By thoughtfully responding to surrounding context, including neighborhood character and natural systems, the design must create and reinforce a sense of place that is enhanced by strong connections to existing community resources and mobility networks. The design and construction process must engage relevant stakeholders and experts to consider cultural context and integrate artwork wherever possible in support of meaningful public spaces.

Project Excellence protects the legacy of our public space by carefully considering practical solutions that address the needs of our City. Public projects must be well suited for their intended use and adaptable to future needs. Our public buildings and infrastructure must meet the needs and aspirations of New York City's public agencies as expressed in their individual missions, goals, standards, and requirements. The design must seek a creative balance between functional and programmatic requirements, operational and maintenance protocols, construction practices, and performance and innovation. Sustainable, resilient, durable, and easily maintained, the project must be guided by a holistic view of the capital asset over its expected lifespan. The design must consider solutions to long-term and emergent risks and opportunities, such as changing climate and public safety conditions, as well as new technologies and ways of living and working.

Project Excellence strengthens the character of our public space by delivering constructible capital projects with safety and integrity. Building New York City requires the ability to execute projects in a safe, effective, and timely manner while maintaining the integrity of the design throughout construction. The design of our public buildings and infrastructure must be represented by complete, comprehensive, and accurate contract documents that are clearly detailed and coordinated across disciplines, and that meet or exceed requirements of code, zoning, accessibility, and local laws. Specifications must be carefully coordinated with drawings and material schedules and be tailored to the requirements of each project. Materials and systems must be proven, readily available, and achievable with local construction practices to minimize lead times, eliminate cost overruns, and prevent construction delays.

Project Excellence supports the value of our public space by employing an economical approach that leverages City resources to build lasting community assets. Design and construction by and for the City requires conscientious attention to schedule, budget, and operational costs to ensure that public funds are well spent, and communities well served. The project must incorporate a life-cycle cost analysis approach and prioritize selection of long-lasting systems and assemblies that are achievable within the allocated budget. Systems must perform to the highest standards of human health, comfort and efficiency, meet or exceed energy requirements, and operate as designed. The project must be calibrated to reduce construction and operating costs and complexity, positively impact the health of the environment, and use natural resources wisely. Using City-wide and agency standards and best practices, innovative methodologies, and appropriate technologies, the design must add value and do more with less.

To support Project Excellence, DDC seeks architects, landscape architects, planners, designers, engineers, construction managers, contractors, and design-build teams who are dedicated, responsive, and collaborative, and who possess the management skills necessary to complete work on time and on budget. DDC's partners must have a proven track record of delivering quality projects while resolving complex requirements and navigating unforeseen circumstances. Team-oriented and adept at balancing competing demands, these professionals must go beyond the creation of contract documents to serve as facilitator, mediator, and interpreter, building trust among the many stakeholders throughout the life of a project.

APPENDIX C

Project Description Design-Builder
Responsibilities and Project Status

Appendix C-1

Manhattan Detention Facility (BBJ-M)

PROJECT DESCRIPTION AND SCOPE

The Manhattan Detention Facility project consists of complete Design-Build services for a fully functional, operational, and easily maintainable new Detention Facility to meet all programmatic requirements and with space for future community needs and other related activities. The Work includes demolition of the existing Manhattan Detention Complex, both the north and south towers, and other sitework, including utility connections and possible relocations.

The Manhattan Detention Facility will have capacity to house up to 886 people in detention and will include space for on-site services and programming, staff facilities and publicly accessible commercial and community space on the ground floor. The approved maximum building height is 295 feet and up to 697,675 zoning square feet of floor area. The facility will include space for food service, recreational, educational and related services, staff offices and amenities and a sally port. The scope will also include building systems such as mechanical, electrical, plumbing, life safety, structural, security, IT, telecom, BMS, safety, etc. Connection to the Manhattan Criminal Court shall be facilitated through the use of bridges which are included in the Work.

The new Detention Facility will provide a minimum of 125 accessory parking spaces below-grade for DOC staff and other Detention Facility service providers. Currently, the approved entrance way for DOC vehicles is on Baxter Street; however, the City will seek, concurrent with this RFQ and the subsequent RFP processes, approval to move the vehicle entrance to Centre Street in response to community concern regarding the proximity of the entrance to the senior housing facility located at 96 Baxter Street.

In addition, the scope will include at least 20,000 square feet of publicly-accessible space for community and/or commercial services on the ground floor along White Street, fronting Baxter Street.

In order to facilitate construction of the new Manhattan Detention Facility the site will require preparation. The existing Manhattan borough jail consists of two towers designated as "Manhattan North Building" and "Manhattan South Building". Both existing facilities will require asbestos and hazmat abatement prior to demolition. All existing active utility lines are to be decommissioned and removed to supply source. The north building is approximately 256,547 square feet consisting of a cellar, nine (9) floors, four (4) mezzanine levels and six (6) roofs. The south building is approximately 247,311 square feet consisting of sub-cellar, cellar, eleven (11) floors, eight (8) mezzanine levels and three (3) roofs. The pedestrian/people in detention bridge connecting the north building and court is to be demolished. Removal of concrete sidewalks, concrete pathways, and vegetation as needed for construction to commence.

As part of the Work, the Design-Builder will be required to establish an office near the project site to provide site and project information to the public, including information about job opportunities that may become available in connection with the project, and to serve as a location for intake of community comments and concerns.

The Design-Builder will be required to provide high-quality, innovative and transformative design and construction services. Accordingly, the Design-Builder, through itself or others (and in accordance with all applicable law), shall provide professional engineering and architectural services as well as technical, expediting, subprofessional, clerical, scheduling, and cost estimating services. The Design-Builder shall also furnish all labor, equipment, materials, project management, quality control/quality assurance, and architecture and engineering services required for the design, permitting, construction, and close-out of the project, all in accordance with the requirements of the DB Agreement.

The Detention Facility design and construction must comply with all applicable law, including but not limited to zoning, building, fire/life safety code requirements, and be fully coordinated with all authorities having jurisdiction, including but not limited to the City's Board of Correction and the New York State Commission of Correction. Additionally, there are active court operations in adjacent or connecting buildings, and the Design-Builder will be required to provide coordination with court operations.

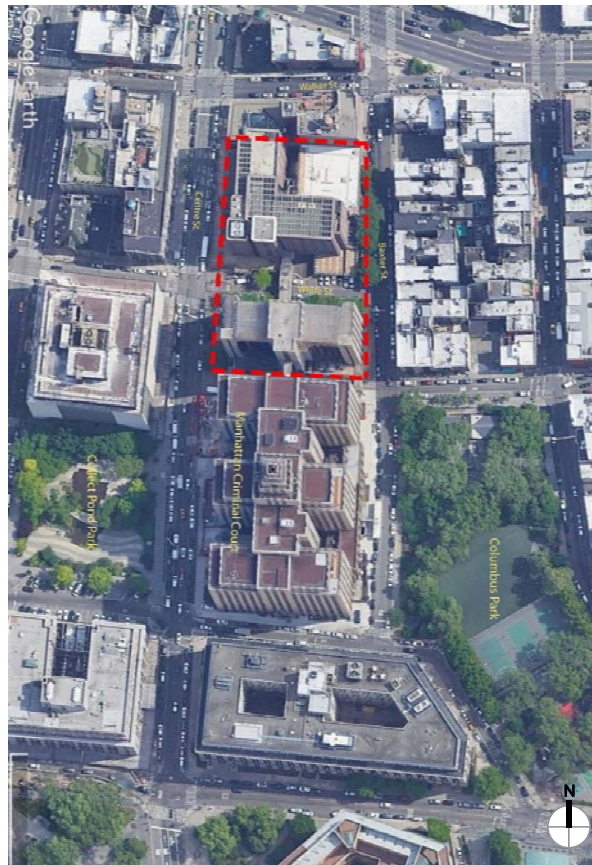


Figure B-3 BBJ-M

The Work is expected to include the following:

1. Site Work:

- Construction of a temporary sally port located at the New York City Criminal Court
- Asbestos and hazardous materials remediation in compliance with regulatory requirements

- Demolition of existing North and South towers of the Manhattan Detention Complex along with associated sky bridges (*see Figure B-3*)
 - Noise remediation goals that will exceed regulatory requirements
 - Dust mitigation plans that include tenting of the building and misting operations to meet goals beyond regulatory requirements.
 - Safe removal, protection and storage of exterior art work(s)
 - Site clearing and preparation
 - Site remediation of potential contaminated soil and materials
 - Provision of temporary site drainage
 - Provision of new facility site work
 - Accessible pedestrian pathways throughout construction that exceed regulatory requirements
2. Utility Work:
- Survey and investigation of existing private and public utilities
 - Protection and maintenance of utilities to remain
 - All necessary or required utility services for the Detention Facility, including potential street work
3. Structures:
- Construction of a new Detention Facility
 - Connections to courthouse
 - Furniture, fixtures and equipment
4. Mechanical, Electrical, Plumbing, Drainage:
- Mechanical, electrical, fire alarm, fire protection and plumbing for the new facility with required redundancy in accordance with the requirements to be set forth in the RFP (Phase II) and in compliance with the requirements of applicable regulatory agencies as well as agencies having jurisdiction
 - Permanent facility site drainage
5. Conveyances:
- Vertical transportation for the new facility
6. Systems:
- Security
 - Fire
 - Life Safety
 - Building Monitoring System (BMS)
 - Telecommunications and IT
7. Roadworks and Landscaping:
- Construction Transportation Monitoring Plan
 - Repair/restoration and installation of road and sidewalks

- Install road and sidewalk connections to the new Detention Facility and community/commercial space
- Provide landscaping in accordance with NYC Building Codes and applicable requirements

8. USGBC:

- A minimum of LEED Gold Certification (the City will have an independent commissioning agent). All LEED required documentation to be submitted by the Design-Builder.

ANTICIPATED WORK TO BE PERFORMED BY OTHERS

Relocation of people in detention from the existing Manhattan Detention Complex, relocation of utilities outside the work limits of the site, and fit-out of the community space(s) and commercial space(s) will be performed by others.

PROJECT SPECIFIC GOALS

1. Safety in and around the project site
2. Create an aesthetically pleasing design that is compatible with the surrounding community
3. Promote transparency in the design and construction process for the community and the public at-large
4. Provide value to the City with innovative design and quality construction and materials
5. Achieve dust and noise mitigation standards that exceed minimum regulatory thresholds
6. Monitor and protect surrounding structures, including neighboring buildings and facilities
7. Create and maintain, safe, accessible and well-lit pedestrian pathways throughout construction activities
8. Complete the project within budget and on schedule
9. Incorporate sustainable features, including Passive House techniques and standards, into design, construction, and maintenance
10. Minimize loss of street parking and traffic impacts during construction

SITE LOCATION

The Manhattan Detention Facility will be located at 124-125 White Street (Block 198, Lot 1 and part of Block 167, Lot 1) between Chinatown and the Civic Center neighborhoods of Manhattan Community District 1 (see *Figure B-1*). The site is bounded by Centre Street, Hogan Place (the extension of Leonard Street), Walker Street, and Baxter Street (see *Figure B-2*). The roughly 149,549 sf site is within a C6-4 zoning district.



Figure B-1 BBJ-M Location



Figure B-2 BBJ-M Map Location

PROCUREMENT SCHEDULE FOR THE MANHATTAN DETENTION FACILITY

Pre-Submission Conference	February 19, 2020 at 10:00AM at DDC
RFQ (Phase I) Questions and Comments Due	July 1, 2020
Final Response to Proposer Questions	July 10, 2020
Register with PASSPort (Principal Participants)	July 10, 2020
Statements of Qualification Due (Round 1)	July 15, 2020
Shortlisted Teams Announced	Aug. 31, 2020
Issue Draft RFP (Phase II)	Oct. 1, 2020

PRELIMINARY PROJECT SCHEDULE FOR THE MANHATTAN DETENTION FACILITY

DDC anticipates that a notice to proceed (NTP) shall be issued to the Design-Builder in or around January 2021, and that the Detention Facility shall be substantially completed in 2026.

PRELIMINARY BUDGET FOR THE MANHATTAN DETENTION FACILITY

Approximately \$1.5-1.8B

PRELIMINARY PROPOSAL STIPEND FOR THE MANHATTAN DETENTION FACILITY

Approximately \$6M

Appendix C-2

The Bronx Detention Facility (BBJ-X)

PROJECT DESCRIPTION

The Bronx Detention Facility project consists of complete Design-Build services for a fully functional, operational, and easily maintainable new Detention Facility to meet all programmatic requirements and with space for future community needs and other related activities. The Work includes demolition of existing small structures (including trailers), site remediation and redevelopment of the eastern portion of the site with a new Detention Facility. The Work includes demolition and removal of remnants of the former Lincoln Hospital, which previously occupied the site, including foundation and other debris remaining below grade. Site clearing and debris removal to grade adjacent to the new Detention Facility is also included as part of the Work to prepare the western portion of the lot for future development by others.

The Bronx Detention Facility will have capacity to house up to 886 people in detention and will include space for on-site services and programming, staff facilities and publicly accessible commercial and community space on the ground floor. The final approved maximum building height is 195 feet and up to 787,150 zoning square feet of floor area. The facility will include space for food service, recreational, educational and related services, staff offices and amenities and a sally port. The scope will also include building systems such as mechanical, electrical, plumbing, life safety, structural, security, IT, telecom, BMS, safety, etc.

In addition, the scope will include a minimum of 575 below-grade accessory parking spaces for DOC and other Detention Facility service providers, and at least 40,000 square feet of publicly accessible commercial and/or community facility space. The Work will include streetscape improvements along the southern, eastern and northern borders of the site.

Concurrent with this RFQ and the subsequent RFP processes, the City will seek to modify the Bronx Special Permit Application to require the new Bronx Detention Facility articulation away from the future housing development adjacent to the site.

As part of the Work, the Design-Builder will be required to establish an office near the project site to provide site and project information to the public, including information about job opportunities that may become available in connection with the project, and to serve as a location for intake of community comments and concerns.

The Design-Builder will be required to provide high-quality, innovative and transformative design and construction services. Accordingly, the Design-Builder, through itself or others (and in accordance with all applicable law), shall provide professional engineering and architectural services as well as technical, expediting, subprofessional, clerical, scheduling, and cost estimating services. The Design-Builder shall also furnish all labor, equipment, materials, project management, quality control/quality assurance, and architecture and engineering services required for the design, permitting, construction, and close-out of the project, all in accordance with the requirements of the DB Agreement.

The Detention Facility design and construction must comply with all applicable law, including but not limited to zoning, building, fire/life safety code requirements, and be fully coordinated with all authorities having jurisdiction, including but not limited to the City's Board of Correction and the New York State Commission of Correction.



Figure B-6 BBJ-X

The Work is expected to include the following:

1. Site Work:

- Hazardous materials remediation in compliance with regulatory requirements
- Demolition of existing site paving, fencing, structures and vegetation
- Noise remediation goals will exceed regulatory requirements
- Noise remediation goals that will exceed regulatory requirements
- Site clearing and preparation (see Figure B-6)
- Site remediation of potential contaminated soil and materials
- Provision of temporary site drainage
- Provision of new facility site work

2. Utility Work:

- Survey and investigation of existing private and public utilities
- Protection and maintenance of utilities to remain
- All necessary or required utility services for the Detention Facility, including potential street work

3. Structures:

- Construction of a new Detention Facility
- Furniture, fixtures and equipment

4. Mechanical, Electrical, Plumbing, Drainage:

- Mechanical, electrical, fire alarm, fire protection and plumbing for the new facility with required redundancy in accordance with the RFP Scope of Work and in compliance with the requirements of applicable regulatory agencies as well as agencies having jurisdiction.
 - Permanent facility site drainage
5. Conveyances:
- Vertical transportation for the new facility
6. Systems:
- Security
 - Fire
 - Life Safety
 - Building Monitoring System (BMS)
 - Telecommunications and IT
7. Roadworks and Landscaping:
- Construction Transportation Monitoring Plan
 - Install road and sidewalk connections to the new Detention Facility and community/commercial space
 - Provide landscaping in accordance with NYC Building Codes and applicable requirements
8. USGBC:
- A minimum of LEED Gold Certification (the City will have an independent commissioning agent). All LEED required documentation to be submitted by the Design-Builder.

ANTICIPATED WORK TO BE PERFORMED BY OTHERS

Relocation of New York City Police Department (NYPD) Bronx Tow Pound. Fit-out of the community space(s) and commercial space(s) and future development of the western part of the site, adjacent to the Detention Facility, will be performed by others.

PROJECT SPECIFIC GOALS

1. Safety in and around the project site
2. Create an aesthetically pleasing design that is compatible with the surrounding community
3. Promote transparency in the design and construction process for the community and the public at-large
4. Provide value to the City with innovative design and quality construction and materials
5. Achieve dust and noise mitigation standards that exceed minimum regulatory thresholds
6. Monitor and protect surrounding structures, including neighboring buildings and facilities
7. Create and maintain, safe, accessible and well-lit pedestrian pathways throughout construction activities
8. Complete the project within budget and on schedule
9. Incorporate sustainable features, including Passive House techniques and standards, into design, construction, and maintenance
10. Minimize loss of street parking and traffic impacts during construction

SITE LOCATION

The Bronx Detention Facility is located at 745 East 141st Street (Block 2574, Lot 1) in the Mott Haven neighborhood of the Bronx Community District 1 (see Figure B-4). The site is within the block bounded by East 142nd Street, Southern Boulevard, Bruckner Boulevard, East 141st Street, and Concord Avenue (see Figure B-5). The site is within an M1-3 zoning district. The site is currently occupied by the New York City Police Department (NYPD) Bronx Tow Pound. Tow Pound operations will be relocated by NYPD prior to the start of work. This site was formerly occupied by Lincoln Hospital. The roughly 145,635 sf site contains a small office structure, storage sheds, space for vehicle storage, and is surrounded by a fence and trees.



Figure B-4 BBJ-X Location



Figure B-5 BBJ-X Map Location

PRELIMINARY BUDGET FOR THE BRONX DETENTION FACILITY

Approximately \$1.5-1.8B

PRELIMINARY PROPOSAL STIPEND FOR THE BRONX DETENTION FACILITY

Approximately \$6M

PROCUREMENT SCHEDULE FOR DETENTION FACILITY 2 (BRONX)

Pre-Submission Conference	February 19, 2020 at 10:00AM at DDC¹
RFQ (Phase I) Questions and Comments Due	July 1, 2020
Final Response to Proposer Questions	July 10, 2020
Register with PASSPort (Principal Participants)	July 10, 2020
Statements of Qualification Due (Round 1)	July 15, 2020
Shortlisted Teams Announced	Aug. 31, 2020
Issue Draft RFP (Phase II)	December 16, 2020

PRELIMINARY PROJECT SCHEDULE FOR THE BRONX DETENTION FACILITY

DDC anticipates that a notice to proceed (NTP) shall be issued to the Design-Builder in or around March 2022, and that the Detention Facility shall be substantially completed in 2026.

¹ See Notice of Pre-Submission Conference for details: <https://www.eventbrite.com/e/nyc-borough-based-jails-pre-submission-conference-facilities-construction-registration-91786348439>

Appendix C-3

Brooklyn Detention Facility (BBJ-K)

PROJECT DESCRIPTION

The Brooklyn Detention Facility project consists of complete Design-Build services for a fully functional, operational, and easily maintainable new Detention Facility to meet all programmatic requirements and with space for future community needs and other related activities. Demolition of the existing Brooklyn Detention Complex located at the site will be performed by others.

The Brooklyn Detention Facility will have capacity to house up to 886 people in detention and will include space for on-site services and programming, staff facilities and publicly accessible commercial and/or community facility space on the ground floor. The final approved maximum building height is 295 feet and up to 712,150 zoning square feet of floor area. The Work includes design and construction of a connection to the Kings County Criminal Court through tunnels below State Street. The City will explore utilizing available rooftop area of the Detention Facility for open-air recreation for people in detention, where unoccupied by mechanical, electrical and plumbing equipment.

The new Detention Facility will provide a minimum of 292 accessory parking spaces below-grade for DOC staff and other Detention Facility service providers, and at least 30,000 square feet of publicly accessible commercial and/or community facility space. The City is conducting a traffic study to determine alternate ingress/egress proposals for the Detention Facility that may further mitigate traffic impacts associated with the Detention Facility.

As part of the Work, the Design-Builder will be required to establish an office near the project site to provide site and project information to the public, including information about job opportunities that may become available in connection with the project, and to serve as a location for intake of community comments and concerns.

The Design-Builder will be required to provide high-quality, innovative and transformative design and construction services. Accordingly, the Design-Builder, through itself or others (and in accordance with all applicable law), shall provide professional engineering and architectural services as well as technical, expediting, subprofessional, clerical, scheduling, and cost estimating services. The Design-Builder shall also furnish all labor, equipment, materials, project management, quality control/quality assurance, and architecture and engineering services required for the design, permitting, construction, and close-out of the project, all in accordance with the requirements of the DB Agreement.

The Detention Facility design and construction must comply with all applicable law, including but not limited to zoning, building, fire/life safety code requirements, and be fully coordinated with all authorities having jurisdiction, including but not limited to the City's Board of Correction and the New York State Commission of Correction. Additionally, there are active court operations in adjacent or connecting buildings, and the Design-Builder will be required to provide coordination with court operations.

The Work is expected to include the following:

1. Site Work:
 - Site preparation

- Site remediation of potential contaminated soil and materials
 - Provision of temporary site drainage
 - Safe removal, protection and storage of exterior art work(s)
 - Provision of new facility site work
 - Noise remediation goals will exceed regulatory requirements
 - Dust mitigation plan must meet goals beyond regulatory requirements
2. Utility Work:
- Survey and investigation of existing private and public utilities
 - Protection and maintain utilities to remain
 - All necessary or required utility services for the Detention Facility, including potential street work
3. Structures:
- Construction of a new detention facility
 - Furniture, Fixtures and Equipment
 - Tunnel connection to the Kings County Criminal Court
4. Mechanical, Electrical, Plumbing, Drainage:
- Mechanical, electrical, fire alarm, fire protection and plumbing for the new facility with required redundancy in accordance with the RFP Scope of Work and in compliance with the requirements of applicable regulatory agencies as well as agencies having jurisdiction.
 - Permanent facility site drainage
5. Conveyances:
- Vertical transportation for the new facility
6. Systems:
- Security
 - Fire
 - Life Safety
 - Building Monitoring System (BMS)
 - Telecommunications and IT
7. Roadworks and Landscaping:
- Construction Transportation Monitoring Plan
 - Repair/restoration and installation of road and sidewalks
 - Provision of landscaping
8. USGBC:
- A minimum of LEED Gold Certification (the City will have an independent commissioning agent). All LEED required documentation to be submitted by the Design-Builder.

ANTICIPATED WORK TO BE PERFORMED BY OTHERS

Relocation of people in detention from the existing Brooklyn Detention Complex and demolition of the same. Construction of swing space for criminal justice operations (sally port and similar for facilitating court appearances), which swing space will be protected and maintained by the Design-Builder. Preservation of the Justice Mandala mural is currently under investigation; however, such work is expected to be performed by others. Design-Builder involvement will be confirmed in the subsequent RFP.. Relocation of utilities outside the work limits of the site and fit-out of the community space(s) and commercial space(s) will be performed by others.

PROJECT SPECIFIC GOALS

1. Safety in and around the project site
2. Create an aesthetically pleasing design that is compatible with the surrounding community
3. Promote transparency in the design and construction process for the community and the public at-large
4. Provide value to the City with innovative design and quality construction and materials
5. Achieve dust and noise mitigation standards that exceed minimum regulatory thresholds
6. Monitor and protect surrounding structures, including neighboring buildings and facilities
7. Create and maintain, safe, accessible and well-lit pedestrian pathways throughout construction activities
8. Complete the project within budget and on schedule
9. Incorporate sustainable features, including Passive House techniques and standards, into design, construction, and maintenance
10. Minimize loss of street parking and traffic impacts during construction

SITE LOCATION

The Brooklyn Detention Facility is located at 275 Atlantic Avenue (Block 175, Lot 1) in the Downtown Brooklyn neighborhood of Brooklyn Community District 2 (see *Figure B-7*). The site occupies the entire block bounded by Atlantic Avenue, Smith Street, State Street, and Boerum Place (see *Figure B-8*). A tunnel below State Street connects this site to the Kings County Criminal Court Building at 120 Schermerhorn Street. The roughly 59,847 sf site is within a C6-2A zoning district in the Special Downtown Brooklyn District.



Figure B-7 BBJ-K Location



Figure B-8 BBJ-K Map Location

PROCUREMENT AND PROJECT SCHEDULE, PRELIMINARY BUDGET AND PROPOSAL STIPEND FOR THE BROOKLYN DETENTION FACILITY

Additional information about the Brooklyn Detention Facility will be provided in an Addendum to this RFQ nearer the time of the SOQ Due Date for Round 2.

Appendix C-4

Queens Detention Facility (BBJ-Q)

PROJECT DESCRIPTION

The Queens Detention Facility project consists of complete Design-Build services for a fully functional, operational, and easily maintainable new Detention Facility to meet all programmatic requirements and with space for future community needs and other related activities. Demolition of the existing Queens Detention Complex located at the site will be performed by others.

The Queens Detention Facility will have capacity to house up to 886 people in detention, both men and women, and will include space for staff facilities and on-site services and programming, including medical facilities for pregnant women and mothers. Publicly accessible commercial space on the ground floor is also included. The final approved maximum building height is 195 feet and up to 765,350 zoning square feet of floor area. The Work includes design and construction of a connection to the existing Queens County Criminal Court. The new Detention Facility will also provide a minimum of 605 accessory parking spaces below-grade for DOC staff and other Detention Facility service providers.

As part of the Work, the Design-Builder will be required to establish an office near the project site to provide site and project information to the public, including information about job opportunities that may become available in connection with the project, and to serve as a location for intake of community comments and concerns.

The Design-Builder will be required to provide high-quality, innovative and transformative design and construction services. Accordingly, the Design-Builder, through itself or others (and in accordance with all applicable law), shall provide professional engineering and architectural services as well as technical, expediting, subprofessional, clerical, scheduling, and cost estimating services. The Design-Builder shall also furnish all labor, equipment, materials, project management, quality control/quality assurance, and architecture and engineering services required for the design, permitting, construction, and close-out of the project, all in accordance with the requirements of the DB Agreement.

The Detention Facility design and construction must comply with all applicable law, including but not limited to zoning, building, fire/life safety code requirements, and be fully coordinated with all authorities having jurisdiction, including but not limited to the City's Board of Correction and the New York State Commission of Correction. Additionally, there are active court operations in adjacent or connecting buildings, and the Design-Builder will be required to provide coordination with court operations.

The work shall include the following:

1. Site Work:

- Site preparation
- Site remediation of potential contaminated soil and materials
- Provision of temporary site drainage
- Provision of new facility site work
- Noise remediation goals will exceed regulatory requirements
- Dust mitigation plan must meet goals beyond regulatory requirements

2. Utility Work:
 - Survey and investigation of existing private and public utilities
 - Protection and maintenance of utilities to remain
 - All necessary or required utility services for the Detention Facility, including potential street work
3. Structures:
 - Construction of a new detention facility
 - Furniture, Fixtures and Equipment
4. Mechanical, Electrical, Plumbing, Drainage:
 - Mechanical, electrical, fire alarm, fire protection and plumbing for the new facility with required redundancy in accordance with the RFP Scope of Work and in compliance with the requirements of applicable regulatory agencies as well as agencies having jurisdiction.
 - Permanent facility site drainage
5. Conveyances:
 - Vertical transportation for the new facility
6. Systems:
 - Security
 - Fire
 - Life Safety
 - Building Monitoring System (BMS)
 - Telecommunications and IT
7. Roadworks and Landscaping:
 - Construction Transportation Monitoring Plan
 - Repair/restoration and installation of road and sidewalks
 - Provision of landscaping
8. USGBC:
 - A minimum of LEED Gold Certification (the City will have an independent commissioning agent). All LEED required documentation to be submitted by the Design-Builder.

ANTICIPATED WORK TO BE PERFORMED BY OTHERS

Relocation of people in detention from the existing Queens Detention Complex and demolition of the same. Decoupling and re-routing of shared building services between existing Queens Detention Complex and courthouse including the dismantle of temporary connections and design and construction of permanent service connections for the courthouse will be performed by others. Construction of swing space for criminal justice operations (sally port and similar for facilitating court appearances), which swing space will be protected and maintained by the Design-Builder. Relocation of utilities outside the work limits of the site and fit-out of the

community space(s) and commercial space(s) will be performed by others. Design and construction of a new garage structure located in the northern portion of the site, which contains the current Queens Borough Hall Municipal Parking Field, will also be performed by others.

PROJECT SPECIFIC GOALS

1. Safety in and around the project site
2. Create an aesthetically pleasing design that is compatible with the surrounding community
3. Promote transparency in the design and construction process for the community and the public at-large
4. Provide value to the City with innovative design and quality construction and materials
5. Achieve dust and noise mitigation standards that exceed minimum regulatory thresholds
6. Monitor and protect surrounding structures, including neighboring buildings and facilities
7. Create and maintain, safe, accessible and well-lit pedestrian pathways throughout construction activities
8. Complete the project within budget and on schedule
9. Incorporate sustainable features, including Passive House techniques and standards, into design, construction, and maintenance
10. Minimize loss of street parking and traffic impacts during construction

SITE LOCATION

The Queens Detention Facility is located at 126-02 82nd Avenue and 80-25 126th Street (Block 9653, p/o Lot 1; Block 9657, Lot 1) in the Queens Civic Center area of the Kew Gardens neighborhood of Queens Community District 9 (see *Figure B-9*). The site occupies an irregularly shaped parcel bounded by 132nd Street, 82nd Avenue, Queens Boulevard, and Hoover Avenue and the entire block bounded by a service road of Union Turnpike, 126th Street, 82nd Avenue, and 132nd Street (see *Figure B-10*). The roughly 385,512 sf site is within a C4-4 zoning district.

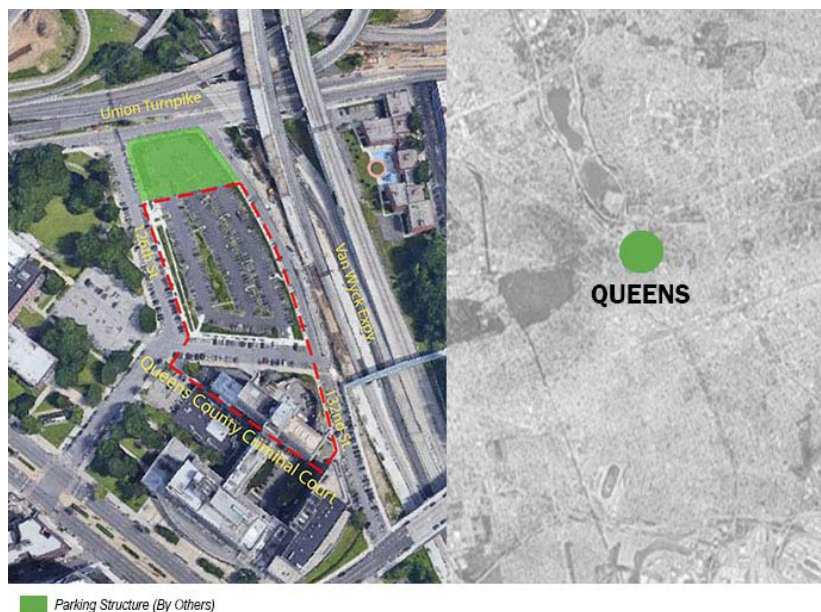


Figure B-9 BBJ-Q Location

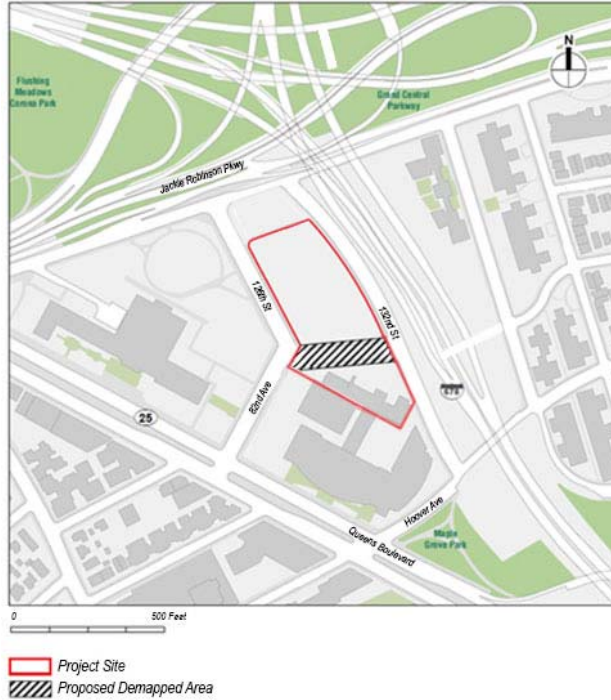


Figure B-10 BBJ-Q Map Location

PROCUREMENT AND PROJECT SCHEDULE, PRELIMINARY BUDGET AND PROPOSAL STIPEND FOR THE QUEENS DETENTION FACILITY

Additional information about the Queens Detention Facility will be provided in an Addendum to this RFQ nearer the time of the SOQ Due Date for Round 2.

APPENDIX D

Format and Organization for Statement of Qualifications

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

** Doing Business Data Form must be submitted as a separate file and must **not** be included in the body of the SOQ file..

*** 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 E

SOQ FORMS

APPENDIX E-1

Construction Employment Report

How to complete the Construction Employment Report

The Construction Employment Report and Instructions on how to complete the report can be obtained at the following Link:

<https://www1.nyc.gov/site/sbs/businesses/contract-compliance.page>

Where to submit the Construction Employment Report:

The Construction Employment Report must be uploaded to the EEO section of the proposer's PASSPort Vendor Profile.

Instructions on how to upload the Construction employment report can be found at the link below and begin on Page 38 of the PDF:

https://www1.nyc.gov/assets/mocs/passport-downloads/pdf/resources-for-vendors/UserManual-Vendors_Account_Management.pdf

Paper copies are not required and will not be accepted. A statement that this step has been completed must be included with the SOQ submission. The form must be uploaded to PASSPort no later than the SOQ Due Date.

APPENDIX E-2

Doing Business Data Form



Doing Business Data Form

To be completed by the City agency prior to distribution Agency _____ Transaction ID _____

Check One **Transaction Type (check one)**

Proposal Award Concession Economic Development Agreement Franchise Grant Pension Investment Contract Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Entity Information

If you are completing this form by hand, please print clearly.

Entity EIN/TIN _____ Entity Name _____

Filing Status <i>NEW: Data Forms submitted now must include the listing of organizations, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.</i>	(Select One) <input type="checkbox"/> Entity has never completed a Doing Business Data Form. Fill out the entire form. <input type="checkbox"/> Change from previous Data Form dated _____. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity. <input type="checkbox"/> No Change from previous Data Form dated _____. Skip to the bottom of the last page.
--	---

Entity is a Non-Profit Yes No

Entity Type Corporation (any type) Joint Venture LLC Partnership (any type) Sole Proprietor Other (specify) _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Provide your e-mail address in order to receive notices regarding this form by e-mail.

Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer This position does not exist
The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer This position does not exist
The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer This position does not exist
The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former COO _____ on date _____



Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, own or control 10% or more of the entity. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the Senior Managers section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit, The entity is an individual, No individual or organization owns 10% or more of the entity

Other (explain) _____

Individual Owners (who own or control 10% or more of the entity)

First Name MI Last Birth Date (mm/dd/yy)

Office Title Employer (if not employed by entity)

Home Address

First Name MI Last Birth Date (mm/dd/yy)

Office Title Employer (if not employed by entity)

Home Address

Organization Owners (that own or control 10% or more of the entity)

Organization Name

Organization Name

Organization Name

Remove the following previously-reported Principal Owners

Name Removal Date

Name Removal Date

Name Removal Date

Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers

First Name MI Last Birth Date (mm/dd/yy)

Office Title Employer (if not employed by entity)

Home Address

First Name MI Last Birth Date (mm/dd/yy)

Office Title Employer (if not employed by entity)

Home Address

First Name MI Last Birth Date (mm/dd/yy)

Office Title Employer (if not employed by entity)

Home Address

Remove the following previously-reported Senior Managers

Name removal date

Name removal date

Certification

I certify that the information submitted on these two pages and additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name Title

Entity Name Work Phone #

Signature Date

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project.

Standard Form

APPENDIX E-3

IRAN DIVESTMENT ACT

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- (2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law Section 103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-A of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

SIGNATURE

PRINTED NAME

TITLE

Sworn _____ to before me this
_____ day of _____, 20____

Notary Public Date

APPENDIX E-4

Preliminary Insurance Information

The policies and minimum limits provided below are for information purposes only. Section 5.5 (Fundamental Qualifications) with respect to the SOQ submission requires an acknowledgment that the DB Team carries or will carry coverage levels identified below. Further details regarding insurance requirements for the Project will be specified in the RFP (Phase II). The Selected Proposer will be required to provide evidence of insurance by providing certificates of insurance and may require complete copies of policies and/or policy endorsements.

Type of Insurance		Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits
1. Worker's Compensation		Statutory Limits	Statutory Limits
2. Employer's Liability (Bodily Injury by Accident)		Statutory Limits	Statutory Limits
3. Commercial General Liability		\$2,000,000 (Annual)	\$4,000,000 (Annual)
a. Bodily Injury/Property Damage per occurrence limit		\$2,000,000 (Annual)	n/a
b. Bodily Injury/Property Damage aggregate limit		n/a	\$4,000,000 (Annual)
c. Products/Completed Operation aggregate limit		n/a	\$4,000,000 (Annual)
d. Personal and Advertising Injury aggregate limit		n/a	\$4,000,000 (Annual)
4. Commercial Automobile Liability		\$5,000,000 (Annual)	\$5,000,000 (Annual)
5. Professional Liability Insurance		\$50,000,000	\$50,000,000
6. Contractor's Pollution Liability including coverage for microbial matter (if applicable)		\$25,000,000	\$25,000,000
7. Umbrella Excess Liability Insurance		\$200,000,000 (Annual)	\$200,000,000 (Annual)
8. Builders' Risk		TBD	TBD
9. Railroad Protective Liability		TBD	TBD

Notes:

- Commercial General Liability: If the Work requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the Design-Builder will be required provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or the limits required by the Contract, whichever is greater.
- Subject to DDC's approval, the Design-Builder may satisfy its obligation to provide general liability and automobile liability coverage through primary policies or a combination of primary and umbrella excess policies, so long as all policies provide the scope of coverage required by the DB Agreement.
- Builders' Risk limits and requirements will apply whenever the Project includes structures. If applicable, limits and requirements will be set forth in the RFP.
- Contractor's Pollution Liability limits and requirements will apply if there are hazardous materials at the site. If applicable, limits and requirements will be set forth in the RFP.
- Railroad Protective Liability limits and requirements will apply if railroad facilities exist within or adjacent to the Project site. If applicable, limits and requirements will be set forth in the RFP.
- Other types and amounts of insurance may be required. If applicable, limits and requirements will be set forth in the RFP.
- Except as set forth in the subsequent RFP, all policies will be required to name the City of New York, including its officials and employees, as additional insured. The Selected Proposer may be required to name additional parties as additional insured and may be required to name the City of New York as loss payee. Details and requirements will be set forth in the RFP for the Project.

APPENDIX E-5

Safety Questionnaire

TAB 0 – SAFETY QUESTIONNAIRE

SAFETY QUESTIONNAIRE

Attachments and explanations provided on a separate page, as requested in the questions below shall not be counted against Proposer's page count limit.

- 1 Has Federal OSHA or OSH cited and assessed penalties against the entity or any of its affiliates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

Yes No

If "yes," on separate page describe the citations, state the case number, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any.

- 2 Does the entity have an injury prevention program instituted pursuant to Occupational Safety and Health requirements? (A "No" answer is grounds for disqualification. There is no other or separate scoring of this answer.)

Yes No

- 3 At what frequency does the entity require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Weekly Monthly Other

If other, please describe:

- 4 List the entity's Experience Modification Rate (EMR) (New York workers' compensation insurance) for each of the past three (3) premium years:

(NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.)

2019:

2018:

2017:

If your EMR for any of these three (3) years is 1.00 or higher you must attach a one (1) page explanation.

- 5 List the entity's Total Recordable Case Incident Rate (TCIR):

2019:

2018:

2017:

- 6 List the entity's Days Away, Restricted or Transfer Case Incident Rate (DART):

2019:

2018:

2017:

APPENDIX E-6

Financial Questionnaire

FINANCIAL QUESTIONNAIRE

Attachments and explanations provided on a separate page, as requested in the questions below, shall not be counted against Proposer’s page count limit.

Provide the following information about the Proposer:

1. Name of Proposer:
2. Date of formation:
3. State of formation:
4. Number of employees?
5. If a corporation, provide the following:

Provide information for each officer of the corporation.

Position	Name	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer/CFO			
Other (Title)			
Other (Title)			
Other (Title)			
Other (Title)			

6. If an individual doing business as a sole proprietorship, please complete the following:

Owner	Years as

7. If a joint venture, partnership, limited liability company (“LLC”), or other association, provide the following for each member of the joint venture, each partner, each member or manager of the LLC, or other association member. (Attach additional pages if necessary)

Name of Individual Or Entity	Principal Contact	Position	Years with Joint Venture/ Partnership/ LLC/Other Associa-	% Ownership Interest

8. Has there been any change in ownership during the last three years?

(NOTE: A corporation whose shares are publicly traded is not required to answer this question with regard to public trades.)

If “yes”, please explain on a separate page.

Yes No

9. Is the entity a subsidiary, parent, holding company or affiliate of another firm?

(NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.)

Yes No

If “yes”, explain on a separate page.

State gross revenue for each of the last three years:

2019: \$

2018: \$

2017: \$

10. Is the entity or any of its affiliates currently the debtor in a bankruptcy case?

Yes No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

_____	_____	_____
Case Number	Bankruptcy Court	Date Filed

11. Was the entity or any of its affiliates in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question A-2, above).

Yes No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

_____	_____	_____
Case Number	Bankruptcy Court	Date Filed

12. In the last five years has any insurance carrier, for any form of insurance, refused to re-new an insurance policy due to non-payment or contractor losses?

Yes No

If "yes," on a separate page provide the name of the insured, name the insurance carrier, the form of insurance, and the year of the refusal.

13. Please provide the following information from most recent financial statement:

Current Assets:	\$
Current Liabilities:	\$
Total Net Worth:	\$
Current Ratio (Assets/Liabilities):	\$
Working Capital (Current Assets - Current Liabilities):	\$

Debt to Equity Ratio: _____

History of Performance (Past Performance)

14. Has the entity or any of its affiliates ever been terminated for default on a construction contract?

Yes No

If “yes,” explain on a separate page.

15. In the last five years has the entity or any of its affiliates, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

If “yes,” explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

(NOTE: The following two questions (Questions 16 and 17) refer only to disputes between the entity and project owners. Do not include information about disputes with suppliers, other contractors, or subcontractors. Do not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner)

16. In the past five years has any claim in excess of \$50,000 been filed or made in court or arbitration against the entity or any of its affiliates concerning their work on a construction project?

Yes No

If “yes,” on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

17. In the past five years has the entity or any of its affiliates made any claim in excess of \$50,000 against a project owner concerning work on a project or payment for a contract and filed or made that claim in court or arbitration?

Yes No

If “yes,” on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

18. Has the entity or any of its affiliates (or any manager of an affiliate if the affiliate is not a person) ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public entity?

Yes No

If "yes," explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.

19. Has there been more than one occasion during the last five years in which the entity or any of its affiliates was required to pay either back wages or penalties for failure to comply with the State's prevailing wage laws?

Yes No

If "yes," attach a separate page, describing the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

20. During the last five years, has there been an occasion in which the entity or any of its affiliates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes No

If "yes," attach a separate page, describing the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

APPENDIX E-7

Project Profile Form

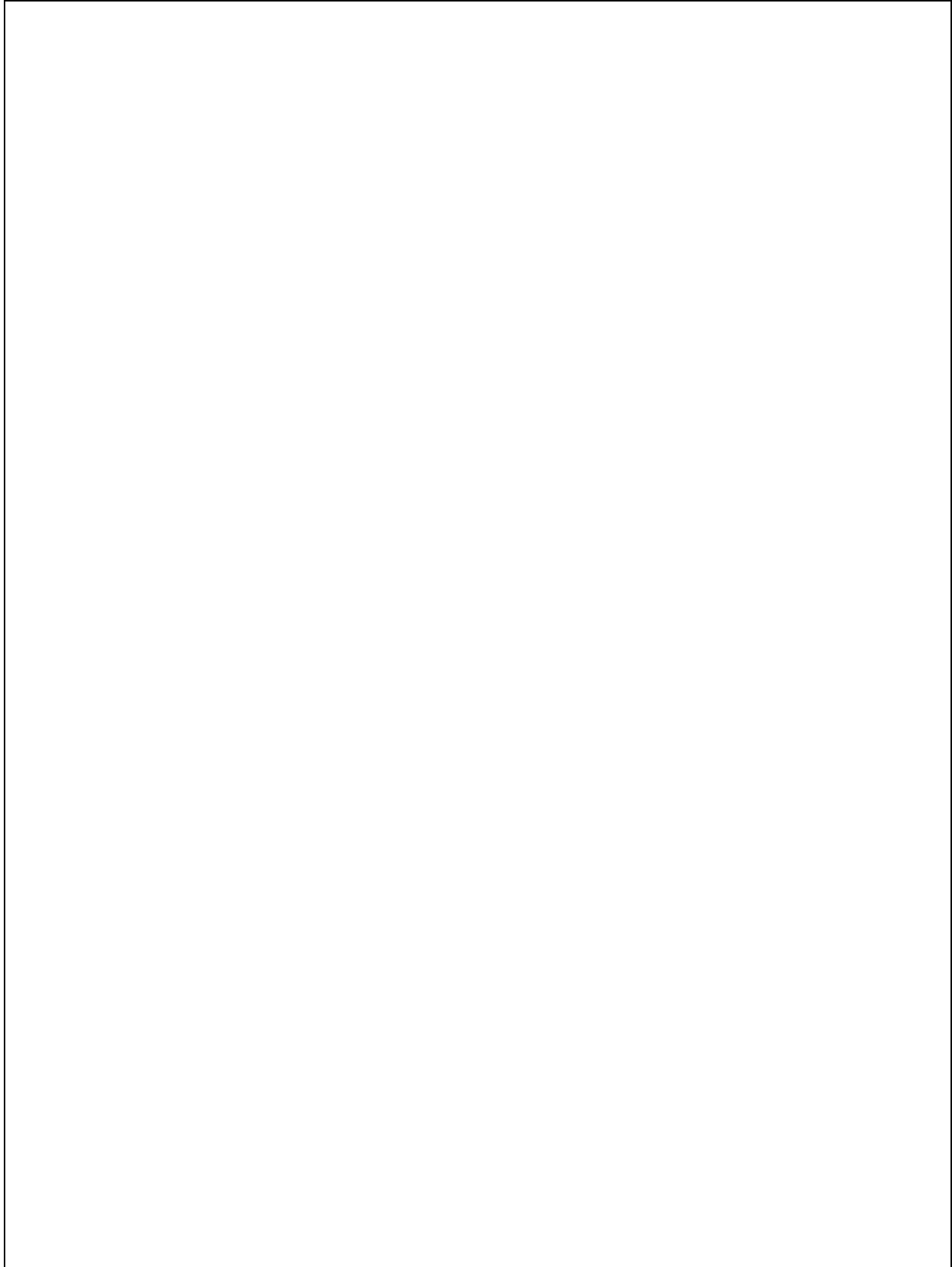
[Use same form for all projects]*** Name of Proposer: _____			
General Information:		Project Number*:	
Project Name, Location and Size:			
Original Contract Amount:		Original Completion Date:	
Final Construction Cost**:		Actual Completion Date**:	
Reason for Difference if more than 10%		Type of Facility:	
Proposer's Role: (Prime, Joint Venture, LLC, Integrated DB, Sub):			
Builder (Name):			
Designer of Record (Name):			
Project Delivery Method & RFP Type:			
Private Negotiated		Construction Manager At Risk	
Design-Build w/out Bridging Docs		Design-Build with Bridging Docs	
Design-Bid-Build		Other	
What type of RFP documents were used for this project?			
Performance Requirements		Describe any Awards this project received:	
Prescriptive Specifications			
Bridging Drawings and Specifications			
Past Performance Reference: The City of New York reserves the right to contact this organization or person and conduct a telephone interview for references. Confirm this reference is available.			
Organization:			
Contact Person Title:			
Telephone:			
Email:			
Address:			
City, State, Zip:			
Self-Performance			
Percentage of work self-performed:			
Detailed description of work self-performed:			
Describe any work you subcontracted to others:			
List Key DB Team Members (firm and / or individual) that were critical to this project that are also proposed for the Project.			

* To match Project Number shown in Appendix D-8

** For projects currently under construction, provide the estimated final construction cost and completion date

***Use of this form without modification is mandatory

Provide a general description of the project, including only the project attributes directly applicable to Tab 1 Evaluation Criteria, including a brief description of the DB Team's collaborative approach to Design-Build, including: (a) interactions within the DB Team and with the client during design; and (b) the role and interaction between the design team and the construction team during design and construction of the projects. Images may be included, however no additional pages will be allocated for images.



APPENDIX E-8

Project Evaluation Form



Vendor Evaluation

Project Name: _____ CAP Project Number (if applicable): _____

(Contractor - Construction Manager - Builder)

(Project Manager)

(Superintendent)

(Consultant - Designer)

(Project Manager)

(Construction Administration Observer (if applicable))

(Agency)

(Agency Contact)

This evaluation is of the: Contractor Consultant Design-Builder Other: _____

Please rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied/in complete agreement with the statement and 1 representing that you were very unsatisfied/in disagreement with the statement. Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area or it is not applicable, leave it blank.

NO	EVALUATION CRITERIA	UNIT	RATING
1	Ability to manage the project cost (minimize change orders)	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	
5	Close-out process (no punch list upon turnover, warranties, operating and maintenance manuals, etc. submitted promptly)	(1-10)	
6	Communication, explanation of risk, and documentation	(1-10)	
7	Ability to follow the State's and/or Agency's rules, regulations, and requirements (housekeeping, safety, etc.)	(1-10)	
8	Overall customer satisfaction and comfort level in hiring the vendor again based on performance	(1-10)	

(Printed Evaluator Name)

(Evaluator Signature)

(Date)

(Telephone Number)

(Email Address)

(Position/ Title)

(Agency/Firm Name)

Comments:

APPENDIX E-9

Prior Experience Working Together Form



INSTRUCTIONS: For each of the four to seven projects identified on the Project Profile Forms and listed in the matrix below, indicate the proposed Key Personnel who participated in each project. Clearly indicate project number corresponding to the Project Profile Forms.

	Project 1	Project 2	Project 3	Project 4	Project 5	Project 6	Project 7
Design-Build Project Executive							
Design Lead (Individual)							
Architect-of-Record (Individual)							
Design-Build Project Manager							
Design Integrator							
Detention Specialist							
Structural Engineer							
Design-Build Construction Project Manager							

APPENDIX E-10

Project Relevancy Form



Project Attributes	Project 1 Title, Location, Client	Project 2 Title, Location, Client	Project 3 Title, Location, Client	Project 4 Title, Location, Client	Project 5 Title, Location, Client	Project 6 Title, Location, Client	Project 7 Title, Location, Client
Year Completed or, if currently under construction, expected to be completed							
Attribute (examples)							
Design-Build Project							
Urban, High-Rise Project							
Project Demonstrating Excellence in Design, Construction and Project Delivery							
Contract Value of \$100 Million or More							
Complex Mission Critical Institutional Facility							
Complex Construction on a Severely Constrained Project Site							
Robust diversity practices and M/WBE Participation							
LEED Gold Rating							

APPENDIX E-11

Resume Form

RESUME FORM

Position/Assignment for the Project:			
Firm Name:		Years of Experience	
Name:		This Firm:	
Title:		Other Firms:	
Degree:		Specialization:	
Year Earned:		Registration:	

APPENDIX E-12

Resume Compliance Matrix

APPENDIX E-13

Acknowledgement of Addendum Form

ACKNOWLEDGEMENT OF ADDENDA

<p>TITLE OF THE REQUEST FOR QUALIFICATIONS: DESIGN-BUILD PROGRAM FOR THE NYC BOROUGH-BASED JAIL SYSTEM, CITY-WIDE DETENTION FACILITIES</p>	<p>PIN:8502020CR0049P-60P</p>
<p>Instructions: The submitting firm is to complete Part I or Part II of this form (<u>CHECK ONE</u>), whichever is applicable, and sign and date this form. This form serves as the submitter’s acknowledgement of the receipt of Addenda to this Request for Qualifications (RFQ) which may have been issued by the Agency prior to the Statement of Qualifications Due Date and Time.</p>	
<p><u> </u> Part I Listed below are the dates of issue for each Addendum received in connection with this RFQ.</p> <p>Addendum # 1 dated _____ Addendum # 2 dated _____ Addendum # 3 dated _____ Addendum # 4 dated _____ Addendum # 5 dated _____ Addendum # 6 dated _____ Addendum # 7 dated _____ Addendum # 8 dated _____ Addendum # 9 dated _____ Addendum #10 dated _____</p> <p>All addenda must be signed and <u>included behind this attachment</u>.</p>	
<p><u> </u> Part II No Addendum was received in connection with this RFQ.</p>	
<p>Submitting Firm Name: _____</p>	
<p>Submitting firm’s Authorized Representative:</p> <p>Name: _____ Title: _____ Signature: _____ Date: _____</p>	

APPENDIX F

Draft Request for Proposals (Phase II) Information

DRAFT REQUEST FOR PROPOSALS (PHASE II) INFORMATION

1. Notice

Information provided in this Appendix F is provided for informational purposes and understanding only and may be changed by DDC at any time in its sole discretion.

2. RFP (Phase II) – Draft Procurement Schedule

DDC intends to conduct the RFP for the Manhattan Detention Facility and the Bronx Detention Facility based upon the procurement schedules identified below. These schedules are an estimate only and subject to change by DDC in its sole discretion prior to issuance of the applicable RFP. Information about the procurement schedules for the Brooklyn Detention Facility and Queens Detention Facility will be provided in an Addendum to this RFQ nearer the time of the SOQ Due Date for Round 2.

The final solicitation schedule for each Detention Facility will be provided to the Short-listed Proposers for that Detention Facility when the applicable RFP is issued.

Manhattan Detention Facility	
Issue Draft RFP (Phase II):	October 2020
Issue Final RFP (Phase II):	December 2020
Collaborative Dialogue Meetings:	Jan 2021- May 2021
Proposals Due:	August 2021
Notification of Selection of Best Value Proposal:	November 2021
DB Agreement Award:	December 2021

The Bronx Detention Facility	
Issue Draft RFP (Phase II):	December 2020
Issue Final RFP (Phase II):	January 2021
Collaborative Dialogue Meetings:	January 2021 - April 2021
Proposals Due:	September 2021
Notification of Selection of Best Value Proposal:	January 2022
DB Agreement Award:	February 2022

3. RFP (Phase II) - Preliminary Information

For each Detention Facility DDC will release complete RFP solicitation documents to the applicable Short-listed Proposers. Information listed here is summarized to provide information to Proposers in evaluating DDC’s evaluation priorities expected during Phase II.

4. Proposal Security

The Proposer will be required to submit Proposal security in the form of a Proposal bond or letter of credit sized to \$20,000,000. Such proposal security will secure the Proposer’s commitment to enter into the DB Agreement on the terms set out in the final draft RFP and in their Proposal. Such Proposal security, and the Proposal will be required to be in-force and valid for at least a 180-day Proposal validity period.

5. Collaborative Dialogue Meetings

DDC intends to conduct a series of interactive collaborative dialogue meetings (“CDMs”) with each Proposer and its DB Team on dates and times provided in the RFP schedule and on any other dates DDC designates in writing to Proposers. CDMs will enable DDC and the Consultant Support Team to: (i) engage in dialogue with each Proposer with the intention of identifying solutions for the delivery of the Project that best meet the BBJ Goals and the applicable Project Goals and (ii) discuss important commercial and technical issues. Proposers are encouraged also to allocate a portion of the time available during

each CDM to submit the current version of their designs to allow DDC to provide more informal feedback and comments on the design.

6. Interim Submittal of Proposals (ISoPs)

DDC anticipates requiring the Proposer to submit at least one ISoP that, through CDMs, will (a) allow DDC and each Proposer to: (i) confirm a mutual understanding and approach to achieving the BBJ Goals and the applicable Project Goals; and (ii) clarify any discrepancies or ambiguities regarding the Project or the Project requirements before Proposers submits their final Proposals, and (b) enable DDC to review, on a confidential basis, each Proposer’s preliminary designs and: (i) provide feedback and comments on these designs; and (ii) clarify any issues or ambiguities in this RFP relating to Project design concepts before Proposers submits their final Proposals.

7. RFP (Phase II) - Evaluation Goals

The overarching goal for this procurement is to select, for each new Detention Facility, a DB Team to design and construct each Detention Facility in a manner that provides the best value to the City in support of its Program Goals and Project Goals, respectively. Through best value selection, the City is looking for high-quality, innovative and transformative design to be completed on time and within budget. This procurement is not a low bid procurement. The evaluation shall be performed in compliance with the Rikers Island Jail Complex Replacement Act and shall consider evaluation criteria including:

RFP (Phase II) Evaluation Criteria
Design Excellence and Public Realm
Program, Design, Systems, and Operations
Schedule
Project Plans, Constructability, Logistics, and Site Approach
MWBE Approach
Team, Experience and Financial Strength

8. Award

DDC intends to resolve any material and substantive issues relating to the DB Agreement prior to the RFP’s Proposal due date through the Proposers’ submittal of requests for informations and CDMs. Accordingly, DDC expects that upon selection of the best value Proposer, DDC and the selected Proposer will move expeditiously to finalize the DB Agreement and any ancillary documents (e.g. performance bonds, guranties, etc) without further negotiation. Notwithstanding such intent, if DDC elects, in its sole discretion, to commence limited negotiations due to circumstances deemed appropriate by DDC, the selected Proposer will be required to attend and actively participate in reasonably scheduled negotiation meetings. These negotiations are anticipated to be limited to topics, including: (a) addressing changes in circumstances or negotiations with existing utilities or any other third-party stakeholder; (b) clarifying any remaining issues regarding scope, schedule or other information provided by the selected Proposer; (c) incorporating the Selected Proposer’s authorized alternative technical concept and any work product of other Proposers; and (d) any other matters DDC deems appropriate.

APPENDIX G

List of Consultant Support Team

NAME
AECOM
Hill International
CSA Group
PMX
PMA
Deborah Bradley
Velez
McKissack
Spectrum Communications
Athena Consulting
M-TO-Pros Development
Voorhis Robertson Justice Services, LLC
Stellar Services
S1 Food Service
Falcon
PTG
Unger Security Solutions, LLC
TRC
Orrick, Herrington & Sutcliffe LLP
Hirani Engineering and Land Surveying
CDB Productions, LLC, DBA, iDEKO Strategies
Infinite Consulting Corp.
Haas Media LLC
Queen Strategy
Haydan Consultants
Marsh*

* Marsh has been engaged by the City to provide insurance advisory services for the BBJ. However, Marsh is eligible to assist or participate as a DB Team member with any Proposer for any Detention Facility.

APPENDIX H

**SUMMARY OF BBJ
SELECT DBA PROVISIONS**

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SUMMARY OF SELECT DBA COMMERCIAL TERMS

This document provides a summary of select commercial terms which may be included in a Design-Build Agreement (“**DBA**”) between each Design-Builder and DDC for each Detention Facility (and any associated demolition or related Work) procured in connection with this RFQ (a “**Project**”).

This document is being provided for informational purposes only and is not intended to be referenced for purposes of negotiating on actual terms of the DBA released in connection with any Project’s RFP.

Additionally, the terms included in this document are not final or binding on the DDC or the City of New York, and are subject to change by the DDC, in its sole discretion, at any time during Phase I or Phase II.

A. CONTRACT PRICE, ALLOWANCE AMOUNTS, AND INCENTIVES / AWARD FEES		
1.	Contract Price	The Design-Builder and DDC will enter into a fixed price, lump sum, date-certain design-build agreement under which payments to the Design-Builder will be made pursuant to monthly progress payments based on a percentage of Work completed and paid against the Design-Builder’s schedule of values (the “ Lump Sum Amount ”, with the Allowance Amounts (<i>defined in A.2 Allowance Amounts below</i>) in the aggregate, the “ Contract Price ”).
2.	Allowance Amounts	<ul style="list-style-type: none">• Generally - For ease of contract administration, and to accelerate payment for certain risk factors that are unquantifiable prior to submission of a Proposal, the DDC is considering including certain specified amounts for the funding of definable costs associated change proposal costs in certain circumstances (e.g., owner requested change proposals), economic price adjustments for certain labor and materials, differing site conditions, incentive provisions, and other non-fixed items (the “Allowance Amounts”).• Unused Allowance Amounts – To the extent included in the DBA, each Proposer will be required to include specified Allowance Amounts in its Proposal’s Contract Price, subject to adjustment to reflect any unused portions of such amounts.• Additional Relief – To the extent included in the DBA, where any Allowance Amount for a particular item is exceeded, the Design-Builder will still be entitled to claim recovery of amounts it believes is owed to it in connection with any Compensable Delay Event or other mechanisms in the DBA established to allow recovery of costs beyond a depleted amount, in either case, through a claim for a change order, as described further in Part F (<i>Events Impacting Schedule</i>) below.
3.	Mobilization Payment	The Design-Builder will be entitled to payment for mobilization in an amount anticipated not to exceed 5% of the Lump Sum Amount, upon DDC approval of an acceptable requisition for the mobilization payment. The mobilization payment may include costs for certain Work completed prior to the DBA’s execution (with the DDC’s approval) and the cost for certain long-lead time equipment, such as detention hardware, sub-contractor mobilization costs and initial design fees for a specified number of months, insurance costs, performance bond and payment bond costs, office lease and mobilization costs, and general conditions costs for a specified number of months. It is

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A. CONTRACT PRICE, ALLOWANCE AMOUNTS, AND INCENTIVES / AWARD FEES		
		intended for the Design-Builder to include a draft of its mobilization payment request with its Proposal, and to confirm such amounts shortly following award. DDC's approval of the Design-Builder's mobilization payment request in advance of registration of the DBA will enable DDC to remit payment upon or shortly following registration of the DBA. Fundamental to this timing will be reaching agreement between the parties as far in advance of registration of the DBA as possible.
4.	Early Completion Incentives and Award Fees	<ul style="list-style-type: none"> • Early Completion Bonus - The DDC anticipates including an early completion bonus for certain Completion Deadlines on the Project. Such early completion bonus may be sized to a percentage of the total Lump Sum Amount for the Project. • Award Fee Program - The DDC is considering inclusion of an award fee program. The purpose of the award fee program will be to motivate and incentivize the Design-Builder's performance under the DBA in areas that are susceptible to qualitative measurement and evaluation, including but not limited to technical solutions, logistics performance, community interruption, responsiveness and solutions, stakeholder engagement, overall responsiveness, submittals compliance, and organization and management. Generally, an award-fee program will provide for a total amount (above the Lump Sum Amount) that can be earned based upon the DDC's evaluation of the Design-Builder's performance in critical areas. The amount and the actual award fee program will be discussed and agreed with the DDC and the Design-Builder following award of the DBA and as part of the early partnering workshops following the DBA's agreement date.

B. DESIGN & CONSTRUCTION GENERALLY, WARRANTY PERIOD AND INSURANCE		
1.	Design & Construction	<p>The Design-Builder will be responsible for the overall design and construction of the Project in accordance with the DBA and any allowance approvals, change orders, amendments, record drawings and construction documents (the "Contract Documents").</p> <p>As part of the Design-Builder's obligation to perform the design and construction Work, the Design-Builder must furnish all materials, equipment, labor, installations, demolition (where applicable), engineering, site safety and security, construction management, quality management and controls, and other Work necessary and appropriate to ensure the Project is operational as of the Substantial Completion deadline in accordance with the performance criteria and technical requirements in the DBA.</p>
2.	Warranties	<p>The Design-Builder will warrant to the DDC that:</p> <ul style="list-style-type: none"> (i) all design Work performed under the Contract Documents, including that performed by its Subcontractors and manufacturers, will be completed in accordance with the requirements of the Contract Documents, and will be performed in accordance with the standard of care, skill and diligence as would be provided by an engineering or architecture firm experienced in supplying similar services

B. DESIGN & CONSTRUCTION GENERALLY, WARRANTY PERIOD AND INSURANCE

		<p>nationally in the U.S. to entities owning projects of similar technology, complexity and size to that of the Project;</p> <p>(ii) all construction Work (including all materials and equipment furnished as part of the construction Work) will be (A) completed in accordance with the requirements of the Contract Documents; (B) new, unless otherwise specified in the Contract Documents; (C) of good quality, undamaged and in conformance with all requirements of the Contract Documents; and (D) free of all defects in materials and workmanship. The completed Project must perform its intended functions as explicitly described or implied in the Contract Documents; and</p> <p>(iii) the final design documents, the final construction documents, the record drawings and all other records required under the DBA will be (A) accurate and complete; (B) in conformance with all requirements of the Contract Documents; and (C) accurate in their reflection of the Project's condition as of Final Completion.</p> <p>During the “Warranty Period”, which will be:</p> <p>(a) for all Work completed on, or prior to, Substantial Completion, 24 months from the date of Substantial Completion;</p> <p>(b) for all Work completed between Substantial Completion and Final Completion, twenty four months from the date of Final Completion; and</p> <p>(c) for any defect rectification Work during the periods stated in (a) and (b) above, a single additional twenty four months from completion of any such defect rectification Work,</p> <p>the Design-Builder must, at its cost, promptly and completely correct any defects and nonconforming Work.</p> <p>Should the Design-Builder fail to promptly remedy such defects or nonconforming Work during the Warranty Period in accordance with the DBA, the DDC may perform such corrective Work or engage a third party to do so, and the Design-Builder will be required to reimburse the DDC for all costs and expenses incurred by the DDC in performing such corrective Work.</p> <p>Any installed equipment (HVAC, elevators, etc.) used by the Design-Builder during the performance of the construction Work prior to Substantial Completion must be refurbished to the required warranty standard for Substantial Completion, and the Design-Builder must ensure that any manufacturers' warranties for such equipment are extended to meet the minimum warranties in the DBA that are required to commence upon the Substantial Completion date.</p> <p>The Warranty Period is in addition to, and without substitution for, any other statutory or legal rights afforded to the DDC or the City under applicable State or City law for any breach of the DBA or latent defect.</p>
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B. DESIGN & CONSTRUCTION GENERALLY, WARRANTY PERIOD AND INSURANCE		
3.	Insurance	DDC anticipates permitting, but not requiring, a contractor controlled insurance program for the Project. Other market-standard insurance provisions will also be included in the DBA.

C. COMPLETION DEADLINES AND DDC OVERSIGHT AND QUALITY CONTROL / ASSURANCE		
1.	Completion Deadlines	<p>The Design-Builder commits to develop the Project in accordance with the time periods set out in the Design-Builder's proposed Project schedule to be attached to the DBA, to be achieved by the guaranteed deadlines, including the following "Completion Deadlines":</p> <ul style="list-style-type: none"> • a deadline for beneficial occupancy of the Detention Facility "Substantial Completion"; and • a deadline for "Final Completion". <p>The Project Description Appendices include specific outside dates which each Proposer may not exceed in its Proposal's Completion Deadlines included in its Proposal to the DDC during Phase II.</p> <p>To the extent the Design-Builder fails to achieve Substantial Completion by the applicable Completion Deadline, a long-stop period is anticipated to be included in the DBA which will afford the Design-Builder additional time to achieve Substantial Completion prior to triggering an event of default under the DBA (the "Long-Stop Date").</p> <p>In addition, other interim milestones may be identified in the DBA, for purpose of measuring potential early completion incentive payments (<i>as described in A.4 (Early Completion Incentives and Award Fees)</i>) and potential liquidated damages.</p>
2.	The DDC's Right to Review and Inspect and Design-Builder Quality Assurance and Quality Control	<ul style="list-style-type: none"> • DDC Oversight Rights - The DDC will have right to review, inspect and monitor the Work in the ordinary course and heighten such oversight in the event of a breach or default by the Design-Builder. The DDC also expects to take responsibility for performing certain special inspections for the Detention Facility, as further described in the RFP. • Design-Builder QA/QC Obligations - Notwithstanding the DDC's inspection and monitoring rights, the Design-Builder will have full responsibility for quality assurance and quality control on the Project and the Design-Builder will be required to coordinate with DDC to comply with such responsibilities in accordance with a QA/QC plan to be delivered by the Design-Builder and approved by DDC.

D. PERFORMANCE SECURITY		
1.	Performance Bond & Payment Bond	The Design-Builder will be required to deliver a performance bond and payment bond for the Project, on or prior to, the DBA's agreement date. The DDC expects that the performance bond must be sized to an amount not to exceed 50% of the Contract Price (<i>as defined in A.1 (Contract Price) above</i>)

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D. PERFORMANCE SECURITY		
		<p>and the payment bond must be sized to an amount equal to 100% of the Contract Price.</p> <p>The DDC is exploring the possibility of permitting the bonds to step-down following Substantial Completion and Final Completion (<i>each as defined in C.1 (Completion Deadlines)</i>).</p> <p>The DDC will be entitled to claim on any performance bond following any Design-Builder default under the DBA.</p>
2.	Retainage	<p>As security for the Design-Builder's performance, the DDC will retain 5% from each monthly payment (each, a "Retainage Amount"). Alternatively, in lieu of the DDC's retention of the Retainage Amount, the Design-Builder may post a retainage bond, letter of credit or other liquid security as may be approved by the DDC in an amount equal to 5% of the Lump Sum Amount. The DDC may apply a portion of the total Retainage Amounts or liquid security that it holds or are made available to it at any time to cover any of the DDC's costs or losses incurred due to any Design-Builder breach or default or other reason stated in the DBA.</p> <p>Following Substantial Completion, the DDC will release and return to the Design-Builder the total Retainage Amounts that it holds, less 200% of any amounts estimated by the DDC (in consultation with the Design-Builder) to be necessary to secure the Design-Builder's completion of all remaining Work required for Final Completion, to be released as and when identified components of remaining Work are completed by the Design-Builder prior to Final Completion, with any remaining balance paid with the final payment.</p> <p>In addition, DDC plans to include certain earlier releases of Retainage Amounts back to the Design-Builder for discrete packages of Work (e.g. upon completion of all Design Work for the benefit of the Designers) or for the benefit of certain smaller Subcontractors to be identified in the RFP.</p>
3.	Guaranty	<p>Guaranties may be required by parent guarantors (approved by the DDC) of each Principal Participant if the Proposer or a Principal Participant is not a parent company for the Proposer or such Principal Participant, as applicable. If a guaranty is required, the Design-Builder must provide the DDC with a guaranty in which the parent guarantor guarantees all the Design-Builder's obligations under the DBA, executed by the applicable parent company on, or before, the DBA's agreement date.</p>

E. GOVERNMENTAL APPROVALS, ENVIRONMENTAL COMPLIANCE, THIRD-PARTY COORDINATION & LEED		
1.	Governmental Approvals	<p>Except with respect to the DDC's obligation to obtain, based on the agreed design, the final environmental impact statement and Notice of Completion, ULURP, changes to the City map, zoning amendments and State Commission on Correction approval for the Project, the Design-Builder will be responsible for obtaining and maintaining throughout the term of the DBA, all other governmental approvals (including any application, revision, modification, amendment, supplement, renewal or extension to any governmental approval) required in connection with its performance of the</p>

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E. GOVERNMENTAL APPROVALS, ENVIRONMENTAL COMPLIANCE, THIRD-PARTY COORDINATION & LEED		
		Work (or any approved Design-Builder alternative technical concept), at its sole cost and expense. The Design-Builder will be required to comply with and maintain all governmental approvals and will be responsible for any amendments or modifications that may be necessary thereafter based on the Design-Builder's performance of the Work.
2.	Environmental Compliance	The Design-Builder will be required to design and construct the Project, so that it complies with, and can be operated in compliance with, all requirements and conditions (including all mitigation) to be satisfied under the Contract Documents, the final environmental impact statement, applicable laws, applicable standards and governmental approvals, and the other requirements, policies and guidelines of the DDC and the City, concerning the environment and hazardous materials that are applicable to the Project site or the Work.
3.	Hazardous Materials	<p>As part of the Work, the Design-Builder will be responsible for the management, treatment, handling, storage, monitoring, remediation, removal, transport and disposal of all hazardous materials that are encountered in, under or on the Project site during performance of the Work.</p> <p>The Design-Builder will be responsible for obtaining and maintaining all governmental approvals relating to any remedial action and will be solely responsible for compliance with all governmental approvals and applicable laws concerning or relating to such hazardous materials.</p> <p>As between the DDC and the Design-Builder:</p> <p>(i) the Design-Builder will be deemed the sole generator and arranger under 40 C.F.R., Part 262 with respect to any hazardous materials brought to the Project site by the Design-Builder or Design-Builder Party or released by the Design-Builder or any Design-Builder Party; and</p> <p>(ii) the DDC or its designee will be deemed the sole generator and arranger under 40 C.F.R., Part 262 with respect to any hazardous materials removed from the Project site for disposal that are expressly not the responsibility of the Design-Builder under the DBA.</p> <p>Relief for unknown hazardous environmental conditions is described further in Part F (<i>Events Impacting Schedule</i>) below.</p>
4.	Utilities and Other 3rd Party Interfaces	<ul style="list-style-type: none"> • Generally - The Design-Builder will be responsible for obtaining at its cost, all utilities that it requires to undertake and timely complete the Work, all in accordance with the general conditions. The DDC may assist, as reasonably requested by the Design-Builder, in coordinating and communicating with any utilities relevant to the Project. • Utility Relocations - The Design-Builder will be responsible for coordinating and causing all necessary utility relocations within their project scope. The Design-Builder will be required to fulfill this responsibility by coordinating directly with utilities to perform such utility relocations. The Design-Builder must preserve the integrity and

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E. GOVERNMENTAL APPROVALS, ENVIRONMENTAL COMPLIANCE, THIRD-PARTY COORDINATION & LEED		
		<p>maintain the ability of the DDC, the City or any other City agency or stakeholder (or its respective contractors and suppliers) to use and operate utilities that are not required to be relocated.</p> <ul style="list-style-type: none"> • Early Work – The DDC is procuring certain design-bid-build utility relocation Early Work packages as described in each of the respective Project Description Appendices. • Relief – To the extent applicable, if there is a defect or delay in any such Early Work package described above, the Design-Builder may be entitled to claim a Compensable Delay Event as described further in F.2 (<i>Compensable Delay Events</i>) below. Additionally, the DDC is considering including an Allowance Amount / Compensable Delay Event for unknown utilities discovered within the Project site, as described further in F.2 (<i>Compensable Delay Events</i>) and Part G (<i>Unknown Conditions</i>) below.
5.	Other Third-Party Interface	<ul style="list-style-type: none"> • Early Work Design-Builder Interface - The Design-Builder will be expected to dedicate, where applicable, a portion of its project coordination plan, for its interface with any Early Work contractors that are required to complete their work (including with respect to utilities coordination) as a prerequisite to the Design-Builder taking over the Project site. • NYC Agency Interface – The DDC is coordinating with various New York City agencies, including, but not limited to, New York City Department of Transportation, New York City Department of Environmental Protection and the New York City Department of Citywide Administrative Services, to prepare City agencies for the expectations and requirements of the BBJ. The Design-Builder will be expected, in coordination with DDC, to manage its interface with City agencies and will be required to dedicate a portion of its Project coordination plan for its interface with such City agencies. • MTA - The DDC anticipates having an understanding or memorandum of understanding in place with the Metropolitan Transportation Authority and the New York City Transit Authority (collectively, the “MTA”) in advance of the DBA’s agreement date, to govern key interfaces between the MTA, the DDC, the Design-Builder and the Project. As a result, the DDC anticipates it will serve as a pass-through conduit for communication with MTA and the Design-Builder will be required to comply with the terms of any agreement between MTA and the DDC relevant to the Project on a back-to-back basis, as applicable. Such terms of any MTA interface may cover indemnities and the provision of force account services by MTA to support any component of the Project that interfaces with MTA stations or assets. The DDC will be responsible for funding any such force account on terms to be provided in the DBA. • Relief – See Part F (<i>Events Impacting Schedule</i>) below for relevant relief DDC is considering providing to the Design-Builder.

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E. GOVERNMENTAL APPROVALS, ENVIRONMENTAL COMPLIANCE, THIRD-PARTY COORDINATION & LEED		
6.	LEED Certification and Sustainability Design Guidelines	The Design-Builder will be obligated to perform the Work in order to achieve a minimum LEED Gold certification, and to comply with certain other sustainability design goals and guidelines set forth in the DBA.

F. EVENTS IMPACTING SCHEDULE		
1.	General Information	DDC is planning to include in the DBA design-build market standard provisions for relief and compensation payable to the Design-Builder (" Compensable Delay Events ") and for time extensions in favor of the Design-Builder for specific events which are consistent with Design-Build best practice and are beyond the control of the Design-Builder (" Delay Events "), except to the extent attributable to either (A) any breach of (i) the DBA, (ii) applicable law, or (iii) any agreement with a utility owner or any governmental approval or (B) any negligence, recklessness or willful misconduct, in each case, by the Design-Builder, any Principal Participant, any Project Guarantor, any Subcontractor, or any other person performing any of the Work on, or behalf of, the Design-Builder (a " Design-Builder Party ").
2.	Seeking Relief for a Delay Event / Compensable Delay Event / Force Majeure Event / Change in Law	<p>If a Delay Event occurs, the Design-Builder may (where provided for in the DBA) request an Allowance Amount approval / withdrawal, and/or a change order, as applicable, for one or more of the following in accordance with, and subject to, the requirements for timely notice, mitigation, exhaustion of all float, and evidentiary support required in the DBA:</p> <p>(a) an extension to the Completion Deadlines for one or more Completion Milestones;</p> <p>(b) in the case of a Compensable Delay Event only, either an Allowance Amount draw request or an adjustment to the Contract Price, as applicable for any net costs that the Design-Builder has incurred, or will incur, as a direct result of a Compensable Delay Event; and</p> <p>(c) relief from default for failing to perform any Work directly impeded by such Delay Event.</p> <p>Any net costs calculated as part of a Compensable Delay Event will be based upon various factors including:</p> <p>(i) direct labor costs, (ii) necessary materials, (iii) reasonable rental values, (iv) insurance and bonding costs, (v) extended field overhead, (vi) labor and material escalation, (vii) storage costs, and (viii) extended home office overhead.</p> <p>To the extent provided for in the DBA, the Design-Builder will be entitled to request either: (i) Allowance Amount draw requests only to the extent any Allowance Amounts remain available, and (ii) change orders, where such Allowance Amounts have been depleted.</p>

G. UNKNOWN CONDITIONS	
<p>1. Unknown Site Conditions</p>	<ul style="list-style-type: none"> • DDC Site Investigation Work – The DDC’s project management consultant is currently performing detailed site investigations of each Project site within the BBJ. These site investigations include surveys of the existing buildings, geotechnical borings, utility surveys, asbestos testing and other similar investigations. To the extent legally permissible, the DDC anticipates providing any such relevant information to each of the Short-listed Proposers during Phase II (RFP). • Design-Builder Responsibility – <p>Notwithstanding the DDC’s advance site investigations, the Design-Builder will also be required to undertake all tests, inspections and investigations of the Project site (including additional geotechnical evaluations, hazardous materials or utility studies) as the Design-Builder deems necessary to perform its obligations under the DBA.</p> <p>The Design-Builder will also represent and warrant in the DBA that it has familiarized itself with the Project site, its physical conditions, including all site conditions, normal and usual soil conditions, roads, the existence of obstacles to performing the Work, the availability and presence of utilities, topographical conditions and air and water quality conditions, the location and character of existing or adjacent work and structures, the surrounding locations and other general and local conditions (including equipment and labor), based on the documents made available during Phase II and a visible inspection of the Project site and surrounding locations, and all other conditions which may be material to the Design-Builder’s performance of the Work (including transportation; seasons and climate; access, availability, disposal, handling and storage of materials and equipment; and availability and quality of labor).</p> <p>Accordingly, as described in the definition of Compensable Delay Events, and subject to the Site Validation Period described in G.2 (<i>Site Validation</i>) below, the DDC will only provide compensation and/or schedule relief to the Design-Builder for those unknown site conditions that:</p> <ul style="list-style-type: none"> (i) existed in, on or under a portion of the Project site prior to the date on which the Design-Builder gains possession of the relevant portion of the Project site and that represents a materially different condition to that described in the available documents (provided by the DDC) (the “Available Documents”); and (ii) are not conditions that could reasonably have been identified or discovered by an appropriately qualified and experienced contractor, engineer or expert working in that field exercising due care and skill and best management practice in the same or equivalent circumstances through review and analysis of (A) the Available Documents or (B) through the equivalent type of Project site access granted to

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G. UNKNOWN CONDITIONS		
		<p style="text-align: center;">the Design-Builder, that, in each case, were available prior to the Proposal Due Date.</p> <ul style="list-style-type: none"> • Defined Terms – Unknown site conditions, as described above, will include unknown hazardous environmental conditions, unknown geotechnical conditions, unknown physical conditions (e.g., physical structures existing within, or on, the Project site), unknown utilities, unknown endangered species and unknown archaeological remains. • Relief Provided – Subject to the Site Validation Period described in G.2 (<i>Site Validation</i>) below, if at any time during the performance of the Work, the Design-Builder becomes aware of any unknown site condition, as defined above, the Design-Builder will be entitled to claim a Compensable Delay Event in accordance with the terms of the DBA and the DDC is considering providing compensation through an Allowance Amount draw or, where applicable Allowance Amounts have been depleted, through a change order (<i>as described above in A.2 (Allowance Amounts)</i>).
2.	Site Validation	<p>In the DBA, the DDC anticipates limiting the ability of the Design-Builder to claim a Compensable Delay Event for certain specified (<i>not all</i>) unknown conditions by allowing claims to be made only during a set time period to be specified in the DBA (“Site Validation Period”). The precise time period for the Site Validation Period and the specific unknown conditions for which the Design-Builder will be limited in making Compensable Delay Event claims to the Site Validation Period, are still being assessed by the DDC; however, the DDC anticipates that they will largely be selected based on (i) the DDC’s lack of certainty regarding such condition, (ii) the potential impact discovery of such condition would have on the overall critical path and any Work already completed on the Project and (iii) the amount of time reasonably necessary to discover any such conditions.</p> <p>Proposers should note that for those Project sites that have dismantle Work being completed as part of the Early Work in advance of the Design-Builder’s commencement of construction Work under any Project (e.g. Queens and Brooklyn), a Site Validation Period may be used for purposes of validating the Early Work, but may not be necessary or appropriate for other conditions, since most site conditions will have already been investigated and discovered by the dismantle design-builders.</p> <p>Following the Site Validation Period, (where provided for in the DBA) the Design-Builder will not be entitled to an Allowance Amount draw, change order or to otherwise claim any extension of time or recovery of cost, on the basis of any unknown conditions for which claims are permitted solely during the Site Validation Period.</p>

H. EVENTS OF DEFAULT		
1.	Design-Builder Defaults / DDC	The DDC will be entitled to terminate the DBA on market standard terms as well as subject to various cure periods, for several market-standard events of default. Failure to achieve Substantial Completion by the applicable

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H. EVENTS OF DEFAULT		
	Termination of the DBA	<p>outside Completion Deadline (Long-Stop Date) will be deemed a Design-Builder default and entitle the DDC to terminate the DBA.</p> <p>The DDC anticipates including a process for remedial plans to avoid any hair-trigger termination scenarios.</p> <p>The DDC also anticipates including other market-standard remedial and termination rights for the benefit of the DDC in the DBA.</p>
2.	Design-Builder Suspension Rights	The DDC anticipates including suspension rights for the benefit of the Design-Builder for any DDC material failure to timely make payment.

I. M/WBE / SUBCONTRACTING		
1.	Minority and Women-owned Business Enterprise Provisions	The Design-Builder must comply, and must require its Subcontractors to comply, with the M/WBE requirements described more fully in the RFQ.
2.	Subcontracting	<p>Subject to the terms of the DBA, the Design-Builder will be required to subcontract portions of the Work only to Subcontractors that have been approved by DDC in writing. The DDC may grant its approval subject to reasonable conditions and may rescind its approval of a Subcontractor in accordance with the terms of the DBA.</p> <p>If a Subcontractor fails to perform its Work in accordance with the DBA, the Design-Builder must perform the Work itself or through other approved Subcontractors.</p> <p>The Design-Builder must retain or cause to be retained only Subcontractors that are qualified, experienced and capable of performing the portion of Work to be performed by that Subcontractor at least in accordance with best management practice.</p> <p>The Design-Builder will be fully responsible under the DBA for the acts and omissions of all Subcontractors performing any work or services in relation to the Work, as if they were the acts and omissions of the Design-Builder. All Subcontractors identified in the SOQ must be carried forward as the Subcontractors performing the Work under the DBA, except where expressly authorized by the DDC to replace any such Subcontractor for good cause.</p>
3.	Key Personnel and Subcontractors	The Design-Builder must retain, employ and utilize (or where applicable, must ensure that the relevant Key Subcontractor retains, employs and utilizes) the individuals specifically listed as Key Personnel (or any replacements approved) to fill the corresponding positions until all responsibilities of that position have been completed. All Key Personnel identified in the SOQ must be carried forward as the Subcontractors performing the Work under the DBA, except where authorized by the DDC due to certain specified uncontrollable life events, (e.g. death, injury, relocation, termination, etc.).

Conformed Copy_Addendum #6

J. LEGAL ISSUES		
1.	Indemnification	The Design-Builder will be required to release, defend, indemnify and hold harmless the DDC and the City of New York and their respective officials, employees, agents and authorized representatives for certain acts under the DBA in accordance with a market-standard indemnity clause.
2.	Limitation on Liability	<p>The maximum aggregate liability of the Design-Builder under the DBA and with respect to losses incurred by the DDC for termination of the Design-Builder for default will be limited to a certain percentage of the Contract Price to be set out in the DBA in a manner that is consistent with general market practice.</p> <p>A separate sub-limit on liability for liquidated damages may also be included in the DBA.</p> <p>The limitation of liability will be subject to certain market standard exclusions.</p>
3.	Partnering & Dispute Resolution	<ul style="list-style-type: none"> • Partnering - The DBA will include a partnering mechanism to enhance and secure a high-level of cross-collaboration and coordination between the DDC and the Design-Builder from the commencement of the Work. The focus of the partnering provisions will be to resolve all differences at the lowest levels before they advance to formal disputes. • Escalation Ladder - The DBA will require the Design-Builder and the DDC to submit to an escalating dispute resolution procedure commencing with discussions among personnel and if an informal dispute is unresolved after certain time periods, progressing to <ul style="list-style-type: none"> ○ (i) first senior representative negotiations (with a mandatory exchange of information and at the option of the parties, inclusion of a professional mediator); and ○ (ii) if still unresolved through thirty-day senior representative negotiations, to a hearing before a Disputes Review Board. • Disputes Review Board – <ul style="list-style-type: none"> ▪ Composition - The Disputes Review Board will be comprised of three independent members, one member appointed by each of the Design-Builder and the DDC and the third appointed from a list agreed between the Design-Builder and DDC appointed members. ▪ Hearings / Decisions – All hearings and any decisions by the Disputes Review Board must be completed and made within a limited period of time by majority vote of the members, and each of the Design-Builder and the DDC will be afforded a reasonable opportunity to be heard by the Disputes Review Board and to offer evidence.

J. LEGAL ISSUES		
		<ul style="list-style-type: none"> ▪ Not Final & Binding - The decisions of the Disputes Review Board will not be final and binding unless the Parties expressly accept such recommendations in writing. • Judicial Action Only after exhausting each of the alternative dispute procedures above, and if any of the Parties do not accept a recommendation of the Disputes Review Board, is either Party then entitled to file a plenary claim with a court of competent jurisdiction sitting in the City and County of New York. • Ineligible Disputes Certain types of disputes will not be subject to the alternative dispute resolution process and will be litigated under a plenary action as described above by a court of competent jurisdiction in the City of New York. These types of ineligible disputes are expected to include those that are beyond the scope of the Work, including patents, copyrights, trademarks or trade secrets, or relating to proprietary rights in computer software, as well as injunctive relief, insurance claims, torts, prevailing wage or employment disputes, ethical violations and disputes involving third-parties. • Fast-Track Disputes The Parties may elect to fast-track the resolution of a dispute to the Disputes Review Board with respect to certain disputes relating to either (i) amounts or change orders that exceed 5% of the Contract Price or (ii) are in connection with DDC's refusal to certify Substantial Completion.
4.	Governing Law	New York

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