



DESIGN-BUILD

Request for Qualifications



Project Name

FMS ID

PIN

Date

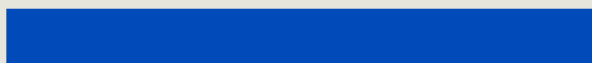


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1. INTRODUCTION

1.1 Executive Summary

This Request for Qualifications (“**RFQ**”) is issued by the New York City (“**City**”) Department of Design and Construction (“**DDC**”) and seeks Statements of Qualifications (“**SOQs**”) from highly qualified Design-Build Teams (“**DB Teams**”) to provide Design-Build services for the Project described in Exhibit C (Project Information and Requirements). DDC will select the most highly qualified Proposers to participate in a subsequent Request for Proposals (“**RFP**”).

The City of New York is committed to achieving excellence in design and construction across its portfolio of public works, building on the tradition of innovation in architecture and engineering that has contributed to the City’s prestige as a global destination. As the City’s primary capital project delivery agency, the Department of Design and Construction (“**DDC**”) works with other City entities, community partners, and the architecture, engineering, and construction industry to design and build many of the civic facilities New Yorkers use every day. These include firehouses, libraries, recreation facilities, courthouses, senior centers and more, as well as facilities for maintenance, operations, and administration to support the day-to-day operations of the City. DDC also delivers roadway, sewer and water main construction projects in all five boroughs, as well as street reconstruction plazas, pedestrian bridges, coastal resiliency infrastructure, green infrastructure and pedestrian ramps.

As part of the New York City Public Works Investment Act (“**Act**”) recently passed by New York State, DDC is authorized to award design-build contracts for certain public works within the City, expanding the City’s range of project delivery methods. Under the design-build (“**DB**”) delivery method, a single entity, which may include one or more firms, will be procured and will be responsible to the City for the design and construction of the Project. By utilizing a DB project delivery approach, the City and DDC expect to benefit from best value selection, greater cost and schedule certainty, and potential time savings. Other expected benefits include:

- An integrated project team with single point of contact and clear assignment of responsibilities, with an emphasis on coordination and quality assurance in all aspects of design and construction.
- An exemplary design executed with high-quality, durable construction for long-term performance, functionality, and reliability, including considerations of life-cycle operational and maintenance costs and energy performance.
- Conformance to applicable laws and regulations, with an emphasis on public safety, accessibility, sustainability and resiliency.

As part of this effort, the Department of Design and Construction (“**DDC**”) is pleased to announce the following two step procurement for design-build services.

All capitalized terms and abbreviations used, but not otherwise defined herein, have the meaning given to such terms in **Section 10** (Abbreviations and Definitions)

1.2 RFQ Roadmap

- A. The following provides a high-level overview of the organization of this RFQ:
- i. The main body of this RFQ provides a general overview of the procurement process, instructions for participation, information about the evaluation process and other terms and conditions relating to the procurement.
 - ii. **Section 1** (Introduction) provides a brief introduction to the RFQ and a summary of its organization to orient Proposers.
 - iii. **Section 2** (Procurement Process) provides an overview of the 2-step procurement process that DDC will undertake to award the DB Agreement for this Project, including information about Short-listing and step II of the procurement, the RFP.
 - iv. **Section 3** (RFQ General Instructions) provides general instructions for participation in this RFQ, including information about submission of written questions, issuance of Addenda and the City's Consultant Support Team. Key dates and information about SOQ submission, pre-submission conferences and/or site inspections, if any, and contact information for DDC's Designated Representative are provided in **Part B-1 of Exhibit B (Procurement Information and SOQ Requirements)**.
 - v. **Section 4** (SOQ Evaluation) provides information about the SOQ evaluation process, including pass/fail and quality evaluation factors. Quality evaluation factor weighting is provided in **Part B-1 of Exhibit B (Procurement Information and SOQ Requirements)**.
 - vi. **Section 5** (Protests, Non-Responsibility and Non-Responsiveness) provides information and instructions on how to file a protest. Proposers should note that this procurement is issued in accordance with New York State ("**State**") law authorizing DDC to conduct 2-step procurements for Design-Build projects. This procurement is also the subject of an innovative procurement determination pursuant to the Public Policy Board Rule ("**PPB Rule**") 3-12 (Innovative Procurement Methods). As such, the procurement process and DB Agreement awarded may deviate from existing PPB Rules. The protest procedure set forth in **Section 5** governs all protests for this procurement and protest and appeal processes set forth in PPB Rules 2-10 (Vendor Protests) and 3-10 (Prequalification) are inapplicable.
 - vii. **Section 6** (DDC's Rights and Disclaimers) provides information on DDC's rights and disclaimers.
 - viii. **Section 7** (Public Policy and Legal Requirements) provides information on legal and public policy requirements, including instruction and information on the City's policy for minority- and women-owned business enterprises ("M/WBE") participation. Proposers should note that State law permits the City to consider **both** City- and State-certified M/WBEs to be utilized to meet

M/WBE participation goals. To accommodate this variance from the City's M/WBE law, and to better accommodate a 2-step Design-Build procurement, the City will undertake an alternative method for setting M/WBE goal requirements while still complying with the objectives and goals of the NYC Administrative Code Section 6-129 ("City M/WBE Law").

- ix. **Sections 8 and 9** (Compliance with Applicable Laws and Complaints, respectively) provide additional information on legal requirements applicable to this procurement and instructions on how to file a complaint with the New York City Comptroller.
 - x. **Exhibit A** (Project Excellence) describes the City of New York's commitment to achieving excellence in design and construction by delivering quality infrastructure and public buildings that contribute to a thriving, equitable, sustainable and resilient city for all New Yorkers.
 - xi. **Exhibit B** (Procurement Information and SOQ Requirements) provides key information about the procurement, including information about DDC's Designated Representative and the procurement schedule, as well as specific SOQ submission and submittal requirements for the Project.
 - xii. **Exhibit C** (Project Information and Requirements) provides a high-level overview for the Project, including goals and objectives, a description of the scope of the Project, and Design-Builder responsibilities, with available reports and documents appended.
 - xiii. **Exhibit D** (Summary of Select DBA Commercial Terms) provides an summary of anticipated contract terms.
 - xiv. **Exhibit E** (SOQ Forms) includes forms required to be submitted with the SOQ. Some or all of these forms may also be made available separately in other file formats.
- B. Proposers should carefully review all portions of the RFQ prior to submitting their SOQ in order to understand the process, rules for participation and the requirements of the Project. Proposers are encouraged to submit written questions and to actively participate in any pre-submission conferences and events.

2. PROCUREMENT PROCESS

2.1 Purpose & Overview

- A. This RFQ is the first step of a two-step procurement process.
- B. DDC seeks the most highly qualified Proposers who are prepared in all respects to undertake the complete design and construction work for this Project. As described further below, SOQs will only be accepted from Proposers intending to provide all required services for the Project.
- C. A high-level procurement schedule is included in Exhibit B (Procurement Information and SOQ Requirements). A preliminary Project schedule may also be provided in Exhibit C (Project Information and Requirements).

2.2 RFQ (Step I)

A. SOQ Submission

Qualified Proposers that wish to be Short-listed under this RFQ, must submit an SOQ by the SOQ Due Date.

B. Ranking Process

DDC will rank all SOQs received. After ranking, DDC will identify the most highly qualified Proposers.

C. Short-list

i. DDC intends to publish the Short-list in accordance with the procurement schedule described in Exhibit B (Procurement Information and SOQ Requirements). The Short-list will be published to DDC's website at <https://www1.nyc.gov/site/ddc/contracts/designbuild.page>.

ii. DDC intends to limit the number of Short-listed Proposers to only the most highly qualified Proposers. The maximum number of Short-listed Proposers is set forth in Exhibit B.

2.3 RFP (Step II)

A. RFP Participation

DDC will only issue an RFP to the Short-listed Proposers. As a result, in order to be invited to proceed to step 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.

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 price Proposals in response to the final RFP.

C. Selected Proposer

DDC will evaluate the Proposals received and select 1 Selected Proposer to enter into the DB Agreement with the DB Team whose Proposal is deemed by the City to provide the best value to the City, considering the quality of the proposal's solution, qualifications and experience of the Proposer and cost, among other factors deemed pertinent by DDC and as described in the subsequent RFP.

2.4 RFP Proposal Stipend (Step II Only)

A. The City is committed to being an owner of choice by implementing best practices in Design-Build procurement and project delivery. At the discretion of the agency, stipends will only be available for projects that require more extensive development during the in-market phase and resulting proposal. Where a stipend payment is not feasible, the in-market and proposal requirements will be limited to the essential materials necessary to demonstrate the team's process and approach without a fully developed design proposal. In both cases, the associated in-market process and proposal deliverables will demonstrate that the research and

investigations that necessarily precede design have been conducted, and the team has a comprehensive strategy for executing the project.

- B. DDC may provide payment of a stipend to responsible Proposers who submit a responsive Proposal in response to the RFP, subject to certain stipulations.
- C. If DDC intends to offer a stipend, the amount of the stipend is provided in Exhibit C (Project Information and Requirements).
- D. The Proposer selected for contract award will not be eligible for such payment. A form of stipend agreement will be provided in the subsequent RFP. No Proposer will be obliged to accept an offer of a stipend. Any Proposer that declines to accept payment of a stipend will be required to sign a waiver to its right to payment.
- E. The stipend agreement will require, among other things, that the non-selected Proposer (i) transfer ownership of work product to DDC in accordance with best industry practice and (ii) will be paid the lesser of the Proposer's actual qualified costs for producing the Proposal and the designated stipend amount.

2.5 Procurement Schedule

A procurement schedule is provided in Exhibit B (Procurement Information and SOQ Requirements).

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. 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, including their employees, or Key Personnel may be a member of, or participant in, more than one DB Team, either during any step I or step II. Additionally, subject to compliance with sub-Section C (Communication Between DB Teams), below, DB Team members that are not Major Participants, employees of the same, or Key Personnel may be on one or more DB Teams.

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 this procurement. Notwithstanding such general prohibition, where a Proposer obtains and provides to DDC a written certification from a DB Team member that is not a Major Participant, employed by a Major Participant, or Key Personnel, which provides, among other things, that such DB Team member will not act as a conduit between Proposers or share any information as it pertains to either Proposer, then:

- i. any such DB Team member that is permitted under this Section 3.1(C) (Conflicts Between DB Teams) to be on one or more DB Teams may communicate with multiple Proposers, solely on such separate 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.

3.2 Rules of Contact

A. The following rules of contact apply during step I, which began upon issuance of this RFQ. Contact includes face-to-face, telephone, e-mail or any other form of communication.

B. Designated DDC Representative

DDC's Designated Representative and contact information are identified in Exhibit B (Procurement Information and SOQ Requirements). 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 DDC's Designated Representative unless otherwise specified in this RFQ.

C. No Contact or Lobbying Permitted

- i. 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 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 Project or (ii) any public official regarding the Project.
- ii. Each Proposer, its DB Team members and their agents must refrain from any and all lobbying of any governmental official related to the Project during step I or step II.

D. 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.

E. Oral Communication Non-Binding

Without prejudice to Section 6 (DDC's Rights and Disclaimers), any oral communication by DDC, including during any pre-submission conferences or other dialogue meetings, may not be relied upon for purposes of this RFQ, unless confirmed in writing by DDC's Designated Representative.

F. Website

Information regarding the procurement will be posted on DDC's website:

<https://designbuild.ddcanywhere.nyc/>

Proposers are advised to monitor updates 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 Exhibit C (Project Information and Requirements). The Consultant Support Team may also provide project oversight, including design reviews, construction monitoring, and environmental compliance oversight.
- B. Except as otherwise provided in Exhibit C (Project Information and Requirements) members of the Consultant Support Team are not eligible to assist or participate as DB Team members with any Proposer for the Project. 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 Project. 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 unless otherwise provided in this RFQ. Questions must include the individual requestor's name, the potential Proposer's name, address, telephone number, e-mail address, and Project ID.

- B. Written Communication Only with Designated Representative

Only written requests by e-mail to DDC's Designated Representative, or other method for receiving written requests as specified in this RFQ, 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 the Project) will be considered.

- C. Deadline

Only questions received by the deadline for Proposer questions or clarifications specified for the Project in Exhibit B (Procurement Information and SOQ Requirements) 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 Proposer. 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, revise or rewrite questions, and may post multiple sets of questions and answers. Final responses will be posted on DDC's website no later than the date indicated in the procurement schedule for the Project in Exhibit B (Procurement Information and SOQ Requirements).

3.5 RFQ Addenda

A. Pre-SOQ Submission Addenda

DDC may 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 7 Days prior to the applicable SOQ Due Date. If an additional Addendum is required within 7 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 7 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

- A.** Each Proposer will be notified officially in writing whether it has been selected for a Short-list for the Project. 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 Project in Exhibit B (Procurement Information and SOQ Requirements).
- B.** 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 the Project, the Agency Chief Contracting Office ("**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 Changes in DB Team

A. DB Team to Remain Intact & Scoring Carry-Forward

The RFQ may require Proposers to identify Major Participants, Key Personnel and other DB Team members in the SOQ. DB Team members identified in the SOQs submitted by Proposers are required to remain intact for the duration of the procurement and the resulting DB Agreement. The scoring of DB Team members in the evaluation of an SOQ will carry forward in the scoring for a Short-listed Proposer's Proposal submitted in response to the subsequent RFP.

B. DB Team Changes

- i. 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.
- 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.

C. Disqualification

Proposers that make changes to DB Team members identified in an SOQ without DDC approval may be disqualified or deemed non-responsive.

3.8 Exclusivity

Where a limited number of qualified firms exist in any key trade or category of providers, Subcontractors or suppliers, DDC may impose restrictions on exclusive arrangements with firms within such trade or category. Such restrictions, if any, are set forth in Exhibit C (Project Information and Requirements). These restrictions are not intended, and will not be deemed, to prohibit Proposers from entering into contractual agreements with firms in such trade or category to the extent that such agreements do not require exclusivity of goods or services.

3.9 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.

4. SOQ EVALUATION

4.1 Evaluation Objectives

The objective of step I of this procurement is to create a Short-list of the most highly qualified Proposers with the general capability, capacity, qualifications, experience and past performance necessary to successfully undertake and complete the Work for the Project. Only Proposers who demonstrate a capability to complete the Work for the Project in its entirety will be considered eligible to be included on a Short-list. DDC seeks Design-Builders who are dedicated, responsive and collaborative, exemplifying Project Excellence as described in Exhibit A. 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 will establish a selection committee, which will be responsible for evaluating the SOQs based on the qualitative evaluation factors, and establishing a Short-list.

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.

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 any other information about the DB Team, its Major Participants or its Key Personnel.

4.4 Pass/Fail SOQ Evaluation Factors

- A. If any item identified as pass/fail in this RFQ is scored as fail, the entire SOQ may be disqualified and the SOQ may not be evaluated further for qualitative evaluation factors. Unless otherwise specified in Exhibit B (Procurement Information and SOQ Requirements), each SOQ's pass/fail rating will be based on the following criteria:

i. Legal

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

ii. Financial

Demonstration of the Proposer's, and each Major 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.

iii. Compliance with RFQ & Satisfaction of Fundamental Requirements

1. Proper identification of DB Team Members in accordance with this RFQ; and
2. Proper submittal of all required documents, forms and information in accordance with this RFQ, including but not limited to satisfaction of criteria identified as fundamental requirements and required experience identified in Exhibit B (Procurement Information and SOQ Requirements).

iv. Vendor Integrity

Determination that the Major 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.

v. 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. Submission of proof of appropriate or required licenses or authorizations for any DB Team member, where required by the RFQ, including without limitation copies of Certificates of Authorization issued by the New York State Education Department and licenses or certifications issued by the New York City Department of Buildings. Material past non-compliance with any such requirements, may warrant the designation of a "fail" rating in the pass/fail evaluation and disqualification of the Proposer.

4.5 Qualitative Evaluation Factors

- A. The qualitative evaluation factors to be evaluated in the SOQs, including relative weights for each, are set forth in Exhibit B (Procurement Information and SOQ Requirements).
- B. Proposer's compliance with SOQ format and organization requirements will be considered as part of each quality evaluation factor.
- C. During the evaluation, ratings may be assigned for various sub-factors within each quality evaluation factor. The ratings assigned to each sub-factor will be compiled to determine an overall quality evaluation factor rating. The ratings assigned to the quality evaluation factors will be compiled to determine an overall quality rating for the SOQ.

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 24 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 deemed 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 may elect to conduct interviews with Proposers. 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 a Proposer non-responsive.
- 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 5 (Protests, Non-Responsibility and Non-Responsiveness). Persons participating in this RFQ will be deemed to have accepted this condition and other requirements of this RFQ.

5. PROTESTS, NON-RESPONSIBILITY AND NON-RESPONSIVENESS

5.1 Protest Procedures

- A. Proposers have the right to appeal non-responsiveness determinations and ACCO non-responsibility determinations and to protest the agency's determination regarding the solicitation or award of a contract.
- B. This Section 5.1 sets forth the exclusive protest remedies available with respect to this RFQ, except with regard to appeals of non-responsibility and non-responsive determinations as set forth in Section 5.2 (Appeals of Non-Responsibility and Non-Responsive Determinations by ACCO) of these Terms and Conditions. The Proposer, by submitting its SOQ, expressly 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, as provided herein, 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 RFQ, it shall indemnify, defend and hold DDC and its directors, officers, officials, employees, agents, representatives and consultants, 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.
- C. After the Short-list announcement, a debriefing will be made available upon request to any Proposer that submitted an SOQ in response to this RFQ. Any Proposer wishing to have a debriefing, must make a request in writing to DDC's Designated Representative within 10 Business Days of DDC's publication of the Short-list. DDC will not be obligated to provide debriefings for late requests.
- D. Written Protests Only
 - i. All protests must be in writing. Protests shall be submitted to the Agency Head, with a copy also sent to DDC's Designated Representative.
 - ii. Any protest not set forth in writing within the time limits specified in this RFQ is null and void and shall not be considered.
- E. Protest Comments
 - i. All Protests must include the following:
 1. the name and address of the Proposer
 2. the PIN for this RFQ
 3. a detailed statement of the nature of the protest and the grounds on which the protest is made;
 4. all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements must be provided under penalty of perjury; and

5. a summary of the remedy being requested.
 - ii. The protesting Proposer must demonstrate or establish a clear violation of a specific law, regulation or procedure.
 - iii. DDC will not, in any circumstances, be obligated to suspend or postpone the procurement process in any manner during the protest.
 - iv. If the protest is denied, the protestor may be liable for DDC'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 DDC 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.
- F. Time for Filing
- i. Protests require to be filed before the SOQ Due Date:
A protest based on alleged improprieties in the solicitation or on the face of the solicitation documents must be filed before the SOQ Due Date or revised SOQ Due Date, as applicable.
 - ii. Protests required to be filed after publication of the Short-list:
Protests alleging improprieties other than those set forth in 5.1(F)(i), above, must be filed no later than 7 Business Days after DDC's publication of the Short-list.
- G. City Not Obligated to Stay Procurement
- The City will not be obligated to stay the procurement process in any manner during the protest. By submitting an SOQ, the Proposer acknowledges that a stay of procurement activities for the Project would cause substantial harm to the City.
- H. Agency Head Determination
- i. The Agency Head may, in his or her discretion, invite written comments from the Short-listed Proposers (if any) or other interested party, and/or convene an informal conference with the protesting Proposer, the Short-listed Proposers, and/or any other interested party to resolve the protest by mutual consent. No hearing shall be held on the protest and the protest will be decided on the basis of the written submissions.
 - ii. The Agency Head's determination with respect to the merits of the protest will be mailed (via certified mail or electronic mail) to the protesting Proposer and the Short-listed Proposers (is any) within 30 Days of receipt of the protest documents. The determination will state the reasons upon which it is based.
 - iii. The Agency Head's determination will be final and conclusive.
 - iv. The protesting Proposer must forward copies of all documents required by this Section 5.1 the CCPO and the City Comptroller.

5.2 Appeals of Non-Responsibility and Non-Responsive Determinations by ACCO

- A. Appeals of non-responsibility determinations by ACCO may be made only pursuant to the procedures set forth in PPB Rule 2-08.
- B. Appeals of non-responsive determinations by ACCO may be made only pursuant to the procedures set forth in PPB Rule 2-07.

6. DDC'S RIGHTS AND DISCLAIMERS

6.1 DDC'S Rights

- A. 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:
 - i. Reject any or all SOQs;
 - ii. Issue a new RFQ;
 - iii. Cancel, modify or withdraw this RFQ;
 - iv. Issue Addenda, supplements and modifications to this RFQ;
 - v. Modify the RFQ process (subject to the notice and extension requirements in this RFQ);
 - vi. Terminate procurement of the Project under this RFQ, at any time and for any reason;
 - vii. 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;
 - viii. Approve or disapprove the use of any member of a DB Team and/or substitutions and/or changes in SOQs;
 - ix. 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;
 - x. 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;
 - xi. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the SOQs;
 - xii. Waive minor weaknesses, minor informalities and minor irregularities in SOQs;

- xiii. Disqualify any Proposer whose conduct/and or SOQ fails to conform to the requirements of this RFQ;
- xiv. Seek clarification of and revisions to SOQs;
- xv. Direct Proposers to submit modifications addressing subsequent RFQ amendments;
- xvi. 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;
- xvii. Disqualify any Proposer that changes its SOQ without DDC written approval;
- xviii. Remove or add a Short-listed Proposer or change the Selected Proposer for the Project;
- xix. Allow a competing Proposer to add or remove a DB Team member with or without the City notifying the other Proposers;
- xx. Modify or adjust any aspect of the procurement process, as the City determines is reasonably necessary, in its sole and absolute discretion; and/or
- xxi. Refuse to consider an SOQ or reject an SOQ if such refusal or rejection is based upon, but not limited to, the following:
 - 1. 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);
 - 2. 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);
 - 3. 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);
 - 4. Issuance of a notice of debarment or suspension to the Proposer, a Principal Participant, or Subcontractor deemed significant to Proposer's SOQ;
 - 5. Submittal by the Proposer of more than one SOQ for the same work under the Proposer's own name or under a different name;
 - 6. 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;

7. 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;
 8. 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
 9. 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.
- B. This RFQ does not commit DDC to 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.
- C. In no event shall DDC be bound by, or liable for, any obligations with respect to the Work or the Project 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.

6.2 DDC'S Disclaimers

- A. In issuing this RFQ and undertaking the procurement process contemplated hereby, DDC specifically disclaims the following:
- i. Any obligation to Short-list any Proposer, issue a subsequent RFP, award or execute a DB Agreement pursuant to a subsequent RFP; and
 - ii. Any obligation to reimburse a Proposer for any costs it incurs under this RFQ.
- B. 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 the Project, including selection of a Design-Builder or the Work.
- C. In submitting an SOQ in response to this RFQ, the Proposer is specifically acknowledging these disclaimers.

7. PUBLIC POLICY AND LEGAL REQUIREMENTS

7.1 M/WBE Policy

- A. M/WBE Applicable Laws
- i. The New York City Public Works Investment Act provides that the DB Agreement comply "with the objectives and goals" of NYC Administrative Code Section 6-129 (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 Law objectives and goals. The authorizing legislation also provides that State certified M/WBEs may be utilized for credit under applicable M/WBE goals.
 - ii. The following provides a high-level summary of those means, methods and processes which DDC will utilize for the Project.

B. M/WBE Program Components

DDC anticipates that some of the aspects of DDC's M/WBE policy for the Project are 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:

- i. **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;
- ii. **Evaluating M/WBE** – at the RFQ step, as part of its Short-list selection, the City will evaluate the Proposer's past record of compliance with M/WBE requirements and a narrative describing the Proposer's commitment and ability to satisfy the anticipated M/WBE goals; at the RFP step, the City will evaluate the Proposer's preliminary M/WBE utilization plan submitted with its Proposal, as well as the Proposer's approach on how the Proposer will partner with the City to achieve the M/WBE goals, as part of its best-value determination;
- iii. **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;
- iv. **Goal Setting** – The goal setting and reporting process for the utilization of M/WBEs will be separated between the design value and the construction value of the Project. While no final determination has been made at this RFQ stage, each anticipated M/WBE participation goal on construction and design work is set forth in Exhibit C (Project Information and Requirements). Final M/WBE participation goals will be set forth in the RFP;
- v. **Reporting** – similar to the State, DDC anticipates utilizing a digital reporting system to track M/WBE compliance;
- vi. **Compliance** – DDC will review the Design-Builder's M/WBE compliance as a key performance indicator for the Project; and
- vii. **Enforcement** – the DDC will 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

- i. The City will set the final M/WBE participation goal for each of design work and construction work in the RFP. Based on the refinements in the Project's scope and design, the DDC may revise the M/WBE participation goals during the RFP period and prior to the Proposal due date. DDC will require the Proposers to submit a preliminary M/WBE utilization plan, as well as a narrative explanation on how such utilization plan will be successfully implemented. No requests for partial or full waivers of the M/WBE participation goals will be accepted with Proposals.

- ii. Following the award of the DB Agreement to the 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 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 M/WBE participation goals based on the Project's further-advanced design and release of construction documents.
- iii. Following the award of the DB Agreement, the Design-Builder will have the opportunity to request DDC to consider full or partial modifications to the M/WBE participation goals and the Design-Builder's M/WBE utilization plan, after the Design-Builder has demonstrated that it has exhausted all good faith efforts to achieve the M/WBE participation goals. In making any determination to approve a modification, the City will evaluate 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.
- iv. 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.

7.2 Equal Employment Opportunity

- A. 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:
 - i. 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;
 - ii. 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;
 - iii. 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;
 - iv. 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;

- v. 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
- vi. 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.

7.3 Project Labor Agreement

As required by the New York City Public Works Investment Act, the Project will be subject to a Project Labor Agreement (“**PLA**”). A copy of the PLA will be included with the subsequent RFP for the Project.

7.4 Key Authorization and Licensing Requirements

- A. 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 Project via designated firms and individuals holding appropriate licenses.
- B. All Persons participating in the DB Agreement, including those members of the DB Team responsible for leading the design and construction services for the Project, 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.
- C. 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/>. The Proposer may be required to submit proof of licensure or authorization for such individuals
- D. 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/>.
- E. 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>.

- F. As part of this RFQ, or as part of the subsequent RFP phase, or as a condition to award, the Proposer may be required to submit proof that any DB Team member is appropriately authorized or licensed. If so required, Proposer's failure to provide any such proof, for any reason, may be grounds for finding the Proposer non-responsive and/or for denying award of the DB Agreement or a stipend. Subcontractors providing services subject to licensing and authorization requirements under applicable law will be required to provide proof of such licensure or authorization as part of the post-award Subcontractor approval process.

8. COMPLIANCE WITH APPLICABLE LAWS

8.1 Governing Law

- A. 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 Project and the performance of the DB Agreement.
- B. 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 the 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>.
- C. 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. Such modifications and alternative processes will be set forth in the DB Agreement, which will be included with the subsequent RFP.

8.2 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 the Iranian Divestment Act Rider included with Exhibit E (SOQ Forms) 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.

9. 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.

10. 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.

“Builder” means the Major Participant with overall responsibility for performance of the construction work necessary to deliver the Project.

“City” means the City of New York.

“City Chief Procurement Officer” or “CCPO” means the position delegated authority by the Mayor of the City of New York to coordinate and oversee the procurement activity of mayoral agency staff, including the ACCO.

“City M/WBE Law” means Section 6-129 of the New York City Administrative Code.

“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 engaging in activities; or (2) performed or is performing services, for DDC or another entity concerning the Project or a related project, that afford such Person or organization or any DB Team with an unfair 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).

“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 the Project, 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.

“DDC” means the Department of Design and Construction of the City of New York.

“DDC’s Designated Representative” is defined in Section 3.2(B) (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-Builder” means the Person selected pursuant to the RFP that enters into the DB Agreement with DDC to design and construct the Project.

“Designer” means the Major Participant, appropriately authorized or licensed in New York State to perform the applicable design services, that has the primary responsibility for design services for the Project. This entity must be included as part of the DB Team during the RFP phase and must be hired/employed by the Design-Builder to perform design services for the Project.

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

“Key Personnel” means those titles of personnel identified in this RFQ as “Key Personnel”. Additional titles of Key Personnel may be identified in the subsequent RFP. Individuals identified by the Proposer for Key Personnel titles must be contracted by the Design-Builder to perform services for the Project in the applicable title for which they were identified.

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

“Major Participant” means the Proposer, each Principal Participant, the Designer and the Builder.

“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.

“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.

“Project” means the work described in Exhibit C (Project Information and Requirements).

“Proposal” means the proposal submitted by a Proposer in response to the subsequent RFP for the Project, 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.

“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 the Project. The RFP will be issued only to Persons who are on the Short-list for such Project.

“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 an RFP for the Project.

“Selected Proposer” means the Proposer whose Proposal in response to the subsequent RFP for the Project is found to provide the best value to the City.

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

“Short-listed Proposers” means the Proposers that have been Short-listed for the Project.

“SOQ Due Date” means the date and time set forth in Exhibit B as the “SOQ Due Date”.

“State” means the State of New York.

“State M/WBE Law” means Article 15-A of the New York State Executive Law and Title 5, Chapter XIV, Part 142 of the State’s Codes, Rules and Regulations.

“Subcontractor” means a Person, other than employees of the Proposer, who or which contracts with, or intends to contract with, the Proposer or with its subcontractors of any tier to furnish, or actually furnishes services, labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management for the Project.

“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 the Project and to fulfill the Design-Builder’s warranties. In certain cases, the term is also used to mean the products of the Work.

EXHIBIT A

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 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 health and safety conditions, as well as new technologies and ways of living, working, and connecting.

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 the 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 people and 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.

EXHIBIT B

Procurement Information and SOQ Submission Requirements

PROCUREMENT INFORMATION AND SOQ REQUIREMENTS

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| A. Document 1: SOQ..... | 20 |
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1. PART B-1: PROCUREMENT INFORMATION & SCHEDULE

A. General Information

| | |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DDC's Designated Representative | Jennifer Vega DDC's Designated Representative identified above is Proposers' single point of contact and source of information for the procurement. |
| Requests for Information (RFIs) | Proposers may submit RFIs. RFIs will only be accepted in writing delivered to the following email address(es): Design_Build@ddc.nyc.gov |
| SOQ Submission Location | SOQs must be submitted no later than the SOQ Due Date. DDC is accepting SOQ submissions as follows: <input checked="" type="checkbox"/> Electronic copies only, as follows: SOQs must be submitted by uploading the same at the following link: https://ddcnyc.app.box.com/f/1b5404f1ffb74996bab29fdb46cea8e0 |
| Pre-Submission Conference | A pre-submission conference will be held on the date and time set forth in subsection B (Procurement Schedule & Activities), below. The conference will be held as follows: <input type="checkbox"/> In person at 3030 Thomson Avenue, Long Island City, NY 11101 (Note: entrance on 30 th Place, <i>not Thomson Ave.</i>) Registration is required. To register to attend the conference, please visit: [insert link]. <input checked="" type="checkbox"/> Via video conference: https://nycddc.webex.com/nycddc/j.php?MTID=m30a9028c2dd2ec0d83eec90ab18c87a4 Registration is NOT required to attend. |
| Number of Proposers to be Short-listed | DDC will short-list no more than the following to participate in step II of the procurement (the RFP): 3 |

B. Procurement Schedule & Activities

The following represents the current procurement schedule for the Project. The schedule is subject to change at the discretion of DDC.

| Activities | Timeline |
|---------------------------------------------------|------------------------|
| Pre-Submission Conference | 05/27/2021 at 10:00 am |
| Final Date for Receipt of RFIs | 05/28/2021 at 4:00 pm |
| Final Date for RFQ Addenda and/or Answers to RFIs | 06/08/2021 |
| SOQ Due Date | 06/24/2021 at 4:00 pm |

| | |
|----------------------------------|------------|
| Short-listed Proposers Announced | 08/04/2021 |
| Draft RFP Issued | 08/05/2021 |
| Contract Award | 12/2021 |
| Notice to Proceed | 01/2022 |

C. Fundamental Qualifications

Fundamental qualifications required as part of Section G (Fundamental Qualifications (Tab 1)) of Part B-2, below, will be evaluated as pass/fail in accordance with Section 4.4 of the RFQ.

D. Qualitative Evaluation Factors and Weighting

The evaluation factors to be evaluated qualitatively, and their relative weights, are as follows:

| Factor | Weighting |
|-----------------------------------------------------------------------------|-------------------|
| Design-Build Approach | 25% |
| Key Personnel and Team Organization <i>Sub-weighting for Design Lead</i> | 30% <i>10%</i> |
| Project Experience and Past Performance | 40% |
| M/WBE Program Experience and M/WBE Approach | 5% |

Proposer’s compliance with SOQ format and organization requirements will be considered as part of each quality evaluation factor listed above.

2. PART B-2: SOQ SUBMITTAL REQUIREMENTS

A. General

i. **Deadline**

All SOQs must be received at the location set forth in Part B-1 (Procurement Schedule and Information), no later than SOQ Due Date. SOQs received after the SOQ Due Date may not be considered.

ii. **Submittal Content and Delivery**

(1) Proposal submissions must be electronic (digital) only and must clearly be marked in accordance with subsection B (Format Requirements) below; hard copy submissions will not be accepted. Proposals must consist of the following TWO separate PDFs:

- (a) Statement of Qualifications (SOQ)
- (b) Doing Business Data Form (DBDF)

(2) SOQs must be submitted at the date, time, and location indicated in Part B-1 (Procurement Information and Schedule). Only electronic SOQs submitted in accordance with the same will be accepted. Oral, telephonic, and fax submissions will not be considered.

(3) SOQs will not be opened publicly.

iii. **PASSPort Requirement**

(1) Interested Proposers (including legally formed Joint Ventures) 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>

(2) Questions about PASSPort registration should be directed to the NYC Mayor's Office of Contract Services.

(3) **Unformed Joint Ventures:** 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.

B. Format Requirements

i. **File Format**

(1) Submissions must be electronic and submitted as an Adobe PDF as prescribed in subsection A(ii) (Submittal Content and Delivery), above. Each of the TWO files must be submitted as their own single PDF that is readable and not corrupt, text searchable,

printable, and appropriately bookmarked. Each PDF must be clearly labeled with the proposer's name, file name, SOQ due date, and Project ID as follows:

- (i) Proposers Name – SOQ-MM.DD.YY-Project ID
- (ii) Proposers Name – DBDF-MM.DD.YY-Project ID

(2) As an example, company ABC Inc. submits their SOQ for Project ID PROJ123, due January 21, 2020. The file would be labeled:

ABC Inc-SOQ-01.21.20-PROJ123.

ii. Written Material Format

(1) Except as expressly directed otherwise in Part B-2, provide 8 ½" x 11" format, using 10 point or larger size, single space, with a cover page within the file as described in subsection C (General Content Requirements), below. Portrait and landscape format are both acceptable.

(2) Provide consecutive page numbering throughout the file. In the footer of each page within the document, provide the name and address of the Proposer and the SOQ due date.

iii. SOQ Forms

Required forms for the SOQ are contained in Exhibit E (SOQ Forms). Any material modification to the forms may result in the SOQ being declared non-responsive.

iv. Format, Organization and Page Limits

(1) The SOQ must be in the format and organized in accordance with Part B-4 (SOQ Checklist and Page Limits), including page limits, tabs and other materials to be submitted with the SOQ.

(2) Where page limits apply, submissions may not exceed the page limit provided. Additional pages exceeding the page limit may be discarded without evaluation (front and back covers, title page, table of contents, and tabs do not count as pages). Documents required as attachments in the RFQ will not be counted against the Proposer's page limit.

C. General Content Requirements

i. Outline of SOQ

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 public domain.

ii. Brief & Concise Information

(1) Proposers should provide brief, concise information that addresses the objectives and the requirements of the RFQ and the Project consistent with the evaluation factors described herein. In responding to qualitative SOQ submission requirements, Proposers should be guided by the Project information, goals and objectives described in Exhibit C (Project Information and Requirements).

(2) Lengthy narratives containing extraneous information are discouraged. Generic marketing materials may be discarded without evaluation.

D. Cover Page

The cover page shall contain the following information on one (1) page. This shall be on the front of the proposal.

| |
|-----------------------|
| Proposer's Legal Name |
| Proposer's Address |
| Project Name |
| Project ID |
| SOQ Due Date |

E. Table of Contents

The table of contents shall include the name of each item listed below, in the exact order, and the page number where the item is located within the proposal. This must be the first page behind the cover page.

F. Cover Letter

The cover letter must consist of a brief statement introducing the proposer that includes the following:

- i. Full contact information for the person(s) authorized to contractually bind the proposer.
- ii. Email addresses for the Proposer's Designated Representative and up to two additional points of contact. Correspondence related to the RFQ will be delivered to these email addresses only.
- iii. An email address and telephone number for the Proposer where potential subcontractors may reach the Proposer if interested in doing business with the Proposer on this Project. This information will be included on DDC's short-list announcement if the Proposer is selected for the Short-list.

G. Fundamental Qualifications (Tab 1)

The purpose of Tab 1 is to establish the fundamental qualifications of each Proposer, including team structure and bonding capacity to meet the expected requirements for the Project, employment practices, and teaming agreements.

- i. **SOQ Checklist.** Provide a completed copy of the SOQ Checklist and Page Limits provided in Part B-4.
- ii. **Equal Opportunity Employer Statement.** Provide a copy of the Proposer's Equal Opportunity Employer Statement or a summary of the Proposer's equal opportunity policy.
- iii. **Construction Employment Report.** Complete the Employment Report Form and upload to the EEO Section of PASSPort by the SOQ Due Date. See Exhibit E 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.
- iv. **Doing Business Data Form.** Complete the Doing Business Data Form and submit the same as a separate PDF file. Use the form provided in Exhibit E.
- v. **Iran Divestment Act Form.** Complete the Iran Divestment Act Certification and include with the SOQ. Use the form provided in Exhibit E. An original signature to this item must be included with the SOQ.

vi. 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 the Project, taking into consideration the Project's specific budget described in this RFQ. Surety requirements include:

(1) 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

(2) 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.

vii. 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 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. There is no role-requirement for the leadership of the DB Team; for example, DB Teams may be designer-led.

viii. 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 DIBA 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.

ix. Safety Questionnaire. Provide a completed Safety Questionnaire. Use the form provided in Exhibit E. Any Experience Modification Rate greater than 1.1 may be considered non-responsive.

x. Financial Questionnaire. Provide a completed Financial Questionnaire. Use the form provided in Exhibit E.

xi. Conflicts of Interest. Provide a description of any known or potential Conflicts of Interest.

xii. DB Team Qualifications Form. Provide a completed DB Team Qualifications Form provided in Exhibit E. Individuals and entities, including Key Personnel and Major Participants, performing services for which authorization or a license is required by state or local law must be duly authorized or licensed. Proposers are referred to Section 7.4 (Key Authorization and Licensing Requirements).

xiii. Acknowledgement of Addenda. List the Addenda number and date issued and attach a copy of each Addenda cover page signed by the Proposer, using the form provided in Exhibit E.

H. Design-Build Approach (Tab 2)

The purpose of Tab 2 is to describe the team's collaborative approach to design-build and demonstrate that the team possesses the design approach and management strategy required to provide design-build services for the Project.

i. Team Approach

Provide a brief description of the Proposer's team approach and rationale for teaming, including:

- (1) The history, ownership, organization, and background of the Proposer.
- (2) The approach to ensuring successful collaboration within the proposed DB team, including the rationale for teaming. This may include the history of relationships among team members and a description of past working relationships, where applicable. If team members do not have experience working together, the Proposer shall explain their relationship, rationale for teaming on this project, and approach to building a successful partnership.

ii. Design Approach and Philosophy

Describe the Proposer's design philosophy and approach to achieving exemplary design in the public realm, including the Proposer's:

- (1) Philosophy, goals, and objectives;
- (2) Track-record of delivering high-quality projects;
- (3) Commitment to Project Excellence as described in Exhibit A.

iii. Project Management Approach

Describe the Proposer's project management approach, with emphasis on the aspects of project delivery that will be relevant to this Project, including:

- (1) Approach to integrating the Builder and Key Subcontractors as active participants in the design process;
- (2) How and when Subcontractors will be contractually engaged;
- (3) Approach to ensuring design quality and innovation during post-award design and construction phases;
- (4) Approach to risk management, demonstrating an understanding of the risk management process associated with Design-Build projects.
- (5) Approach to communicating with all members of the stakeholder team, including Owner, End Users, and key parties;
- (6) Approach to managing, controlling and tracking revisions to the design;
- (7) 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.

iv. Project Understanding

Describe the DB Team's understanding of the Project and approach to executing the Work for the Project in order to satisfy the Project goals and objectives provided in Exhibit C

(Project Information and Requirements) within the anticipated schedule. Indicate how the team will promote innovation in design and contribute to the success of the Project, including potential Project risks, constraints, issues or special requirements.

v. Comments on Project Information, Goals and Objectives

Within this RFQ, certain Project and contractual concepts have been addressed. Proposers may wish to provide comments via responses to this RFQ. DDC will review this information and may incorporate reasonable and accepted suggestions in the RFP and draft Design-Build Contract. Respondents are encouraged to provide comments related to any or all of the following:

- (1) Project schedule, including the procurement schedule and the amount of time necessary between execution of a Design-Build Contract and the date of Substantial Completion and final completion.
- (2) Project Budget
- (3) Required and Desirable Experience as listed in Part B-2.
- (4) Project goals and objectives as described in Exhibit C.

I. Key Personnel and Team Organization (Tab 3)

The purpose of Tab 3 is to demonstrate that all required personnel, including Key Personnel, have the qualifications, expertise, experience, resources, and competence required to provide design-build services for the Project. Required titles of personnel, and minimum and/or preferred qualifications for each, are listed in subsection v (Identification of Personnel) below.

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).

There are no restrictions on teaming structure; for example, teams may be designer-led or builder-led.

The following information must be provided:

i. Team Introduction and Organization Chart

Provide a narrative introducing personnel, including Key Personnel, Major Participants, key design and trade partners. Provide an organization chart showing the team structure and relationship. The organizational chart must clearly indicate the name of each individual, their role on the DB team, and their firm affiliation. The organizational chart should be labeled or color-coded to identify Major Participants and supporting subcontractors or subconsultants.

ii. Resumes

Provide resumes for each title identified in the table of Required Personnel Titles, below, indicating the individual's technical qualifications, area of expertise, and years of experience. Resumes must clearly demonstrate how the individual meets the minimum qualification requirements indicated in the table, for instance by indicating licensure and listing project experience that meets the stated criteria.

iii. Personnel Commitment Form

Provide a completed Personnel Commitment Form indicating the amount of time (expressed as a percentage of a workload) that the personnel will be available to work on the Project during the pre-construction, design, construction and commissioning phases.

iv. Project Team Summary Form

Provide a completed Project Team Summary Form, included in Exhibit E, showing recent and relevant projects that members of the DB Team are working on currently or have successfully completed.

The objective of the Project Team Summary Form is to summarize the extent to which the proposer’s team, including proposed personnel and subcontractors, were involved on recent projects including Reference Projects with characteristics detailed in Part B-2.

The Project Team Summary Form must include all Reference Projects provided under Tab 4 and may list additional projects that demonstrate experience working together, for a total of up to 15 projects.

Proposers that demonstrate project involvement by proposed personnel on both Reference Projects and the additional projects will be given additional consideration in evaluation.

Proposers forming a team that has not worked together in the past are encouraged to list additional projects that demonstrate the work of the Key Personnel or other personnel.

v. Identification of Personnel

The personnel to be provided in the Proposer’s SOQ are as indicated below. Minimum requirements and preferred experience for each title are also set forth below.

All personnel must meet the Minimum Qualification Requirements described below, and the satisfaction of these requirements must be clearly documented in the resumes. For example, for a role requiring experience managing the certification of LEED projects, those projects and their certification status must be clearly listed on the applicable resume. Proposers proposing Key Personnel without clear indication of how they have satisfied the Minimum Qualification Requirements may receive an unacceptably low quality rating or be deemed non-responsive pursuant to PPB Rule 2-07.

All personnel are preferred to have experience on projects of a similar scope as the Project. Additional Preferred Qualifications are not required but present an opportunity for Proposers to increase their quality score. Additional Preferred Qualifications should be clearly documented in the resumes.

Any professional services regulated by Articles 145, 147, and 148 of the New York State Education Law to be performed under the contract must be performed by a professional licensed in accordance with such articles.

| Required Personnel Titles | | | |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------------|
| # | Key Personnel Title and Role | Minimum Qualification Requirements | Additional Preferred Qualifications |
| 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 | Fifteen (15) years of relevant experience in design or construction, | Registered Architect, Licensed Engineer (e.g. P.E.) or CCM |

| | | | |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | responsible to commit all necessary resources and resolve potential conflicts. | including Design-Build or similar integrated or alternate delivery methods. | |
| 2 | <p>Design-Build Project Manager</p> <p>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. The Design-Build Project Manager may also serve as the Project Executive provided that they meet the qualifications for both.</p> | Degree in Architecture, Engineering, Construction Management, Construction Science or other similar field. | <p>Ten (10) years of relevant experience in design and construction management projects with similar scope of services.</p> <p>Demonstrate satisfactory experience to manage and control the delivery of both design and construction.</p> <p>Demonstrate direct experience in oversight of a design-build project or similar integrated or alternate delivery methods, including early works packages and fast track delivery as well as administration of a GMP Contract model.</p> |
| 3 | <p>Design Manager</p> <p>This is the individual responsible for the development and implementation of the integrated design work plan to ensure alignment of design deliverables with construction needs.</p> <p>The Design Manager may serve as the Design Lead (Individual) and/or the Project Architect-of-Record (Individual), provided that they meet the qualification for all roles.</p> | Degree in Architecture, Engineering, Construction Management, Construction Science or other similar field. | <p>New York Licensed Architect.</p> <p>Ten (10) years of relevant experience in design, construction and construction management projects with similar scope of services.</p> <p>Demonstrate direct experience on a design-build project or similar integrated or alternate delivery methods, including early works packages and fast track delivery.</p> |
| 4 | <p>Design Lead</p> <p>This individual will have primary responsibility for creative design and design vision.</p> <p>The Design Lead may serve as the Design Manager and/or the Project Architect-of-Record</p> | Ten (10) years of relevant experience practicing architectural design on projects | <p>New York Licensed Architect.</p> <p>Degree in Architecture, Landscape Architecture, Urban Design or other similar field.</p> |

| | | | |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | (Individual), provided that they meet the qualification for all roles. | with similar scope of services. | Demonstrate commitment to project and design excellence, as described in Exhibit A (Project Excellence), in innovative building design. |
| 5 | <p>Project Architect-of-Record</p> <p>This individual will have primary responsibility for construction documents, including regulatory documentation. If the Project Architect of Record (Individual) will not stamp and file the records, the Respondent must explain in the SOQ who will be the other individual(s) who will stamp and file.</p> <p>The Project Architect of Record (Individual) may serve as the Design Manager and/or the Design Lead (Individual), provided that they meet the qualification for all roles.</p> | New York Licensed Architect | <p>Ten (10) years of relevant experience with similar scope of services.</p> <p>Demonstrate commitment to project and design excellence, as described in Exhibit A (Project Excellence) in innovative building design.</p> <p>Demonstrate ability to effectively manage, control, and coordinate comprehensive project documents for fast-track delivery, including direct experience with early works packages.</p> |
| 6 | <p>Construction Project Manager</p> <p>This is the individual responsible for the development and implementation of the integrated construction work plan to ensure alignment with the design intent.</p> <p>This role may be filled by the Design-Build Project Manager, provided they meet the qualifications for both.</p> | <p>Degree in Construction Management, Construction Science or Architecture/Engineering</p> <p><u>OR</u></p> <p>Fifteen (15) years of relevant experience (i.e., 5 years of experience in addition to the experience set forth under "Preferred Experience")</p> | <p>Ten (10) years of relevant experience in construction and/or construction management projects with similar scope of services.</p> <p>Demonstrate ability to effectively manage, control, administer, and execute the integrated design and construction operations, safety, quality control program, and subcontracts. Have experience administering a GMP Contract model.</p> <p>Experience with delivery of public (City, Municipal or Federal) projects.</p> |
| 7 | Landscape Architect | New York Licensed | Ten (10) years of relevant experience with similar scope of services. |

| | | | |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | This individual will be responsible for site planning and landscape design and will coordinate with the Design Lead to establish the siting of major project elements. | Landscape Architect | |
| 8 | <p>Sustainability Specialist</p> <p>This individual will be responsible for guiding the sustainability strategy, including achieving a stringent, low energy intensity building target, LEED Gold Certification.</p> <p>The Sustainability Specialist may serve as the Resiliency Specialist, provided that they meet the qualifications for both roles.</p> | Five (5) years of relevant experience as a LEED AP with experience directly managing the certification of at least one Version 4 project and five projects achieving Gold certification or higher. It is acceptable that up to two of the projects have completed the design submission and are on track for Gold certification or higher but still in construction. | Ten (10) years of relevant experience with similar scope of services. |
| 9 | <p>Resiliency Specialist</p> <p>This individual will be responsible for developing and implementing a resiliency strategy on the site within the flood plain. The Resiliency Specialist may serve as the Sustainability Specialist, the Design Lead, or the Project Architect-of-Record provided that they meet the qualifications for all roles.</p> | Five (5) years of relevant experience with similar scope of services. | Ten (10) years of relevant experience with similar scope of services. Active involvement with developing the resiliency design strategies of a project within the current or future flood plain. Demonstrate familiarity with the NYC Climate Resiliency Design Guidelines. |
| # | Other Personnel Title and Role | Minimum Qualification Requirements | Additional Preferred Qualifications |
| | N/A | N/A | N/A |

J. Project Experience and Past Performance (Tab 4)

The purpose of Tab 4 is to demonstrate that the DB Team, including Major Participants, Key Personnel and other personnel, has the project experience and record of performance required to provide design-build services for the Project.

The following information must be provided:

i. Project Experience Overview

Provide a brief summary of the Proposer's design and construction experience, particularly with the regard to the Required Experience and Desirable Experience listed below. This must include each of the following:

- (1) A clear, definitive statement of the number of years the Proposer and key team members have been in the business of providing (a) design services and (b) construction services.
- (2) A general description of the DB Team's collective experience in DB and DB-based project delivery methods, and other alternative project delivery methods, including similar projects. If key members of the DB Team do not have experience in DB and DB-based project delivery methods, the Proposer shall indicate familiarity with the objectives of this alternative delivery approach and demonstrate understanding of the delivery method. The Proposer shall demonstrate an understanding of the interrelationship between design and construction of similar projects under the DB project delivery approach.
- (3) Information on any design and construction innovative approaches incorporated in these projects.
- (4) Approach to QA/QC.
- (5) Approach to schedule management.

ii. Required and Desirable Experience (Reference Projects)

- (1) General Information on Reference Projects:

The Proposer must include at least four (4) but not more than six (6) Reference projects. The proposal content and format for reference projects is described in subsections iii through vi below.

The reference projects should collectively represent the work of the DB team members, including the work of the Designer and the work of the Builder, and are not required to represent prior experience working together.

Reference projects must demonstrate the Required Experience and may additionally demonstrate the Desirable Experience listed below. Required Experience is mandatory, and lack thereof may serve as a basis for deeming a Proposer as non-responsive. Desirable Experience is not mandatory, and Proposers are not required to satisfy all criteria for Desirable Experience. Required and Desirable Experience may be met by any of the reference projects and may reflect the work of any of the DB team members.

DDC will Short-list only the most highly qualified Proposers, and Proposers can maximize their qualitative score by assembling a DB Team with the full breadth of both Required Experience and Desirable Experience.

(2) Required Experience:

The Required Experience to be provided in the Proposer's SOQ includes recent relevant experience with:

- (a) Projects successfully completed using alternative delivery methods in which the design and construction personnel collaborated throughout project delivery. This may include DB or DB-based delivery or other alternative approaches.
- (b) Innovative design and construction solutions for issues similar to those for the Project.
- (c) Sustainable design, including at least one project achieving LEED certification.
- (d) Oversight and management of schedule, budget, regulatory requirements, safety, and QA/QC.
- (e) At least two (2) of the Reference Projects must represent the work of the Design Lead.
- (f) Have experience administering GMP or other cost-based or reimbursable contracts such as cost plus % cost, cost plus fixed fee, cost plus incentive, time and materials where T&M was a significant component.

(3) Desirable Experience:

Additional desirable experience, which may include experience of members of a DB Team that will have a significant role in the performance of the Work, includes recent relevant experience with:

- (a) Public, municipal, or community facilities, with special consideration for public facilities in New York City or similar urban context.
- (b) Soliciting, synthesizing, and presenting input from multiple stakeholder groups, such as clients, end users, public agencies, and community organizations.
- (c) Site planning, including planning and siting of buildings, circulation, and open space within an urban environment.
- (d) Recreational facilities incorporating a range of uses, such as a pool, gymnasium, indoor track, or teaching kitchen.
- (e) Projects adjacent to Historic and/or Landmarked structures.

iii. Reference Project Information Form

Provide a completed Reference Project Information Form, included with Exhibit E, by filling out all required information for the reference projects. DDC reserves the right to contact project owners, or their representatives, for the reference projects listed on this form to verify information provided by the proposer.

iv. Reference Project Relevancy Form

Provide a completed Reference Project Relevancy Form, included with Exhibit E, which should demonstrate the extent to which the reference projects included in the submission satisfy the "Required Experience" and/or "Desirable Experience" criteria. Though not

required, the Proposer may add additional lines to the form to highlight other relevant characteristics of the reference projects.

v. Reference Project Description and Images

For each reference project, provide project data, description, and images as described below.

(1) Project Data

- (a) Project name
- (b) Project location
- (c) Project type
- (d) Project value (initial and final construction cost)
- (e) Project size
- (f) Substantial completion date
- (g) Project delivery method (e.g. design bid build, design build)
- (h) Project team: Firm and role (e.g. "ABC Inc. as Architect of Record")
- (i) The name of each personnel identified by Proposer on the Personnel Commitment Form that worked on the Reference Project and their role in the same (e.g. "Jane Doe as Project Architect")

(2) Project Description and Images

Provide a description highlighting the salient characteristics of each reference project, including the role(s) of the Proposer, the project delivery method, the project scope and objectives, the design and/or construction approach, and any major project challenges. Where applicable, include information about the role and responsibilities of involved Key Personnel and other personnel. In addition, describe how the team:

- (a) Managed the project requirements, including scope and program. Describe the programmatic function of the project, program challenges and/or constraints that arose, and how the team worked to resolve issues.
- (b) Managed the schedule and budget. Describe any schedule and/or budget challenges that arose and how the team worked to resolve issues. Provide the original and final schedule (from notice to proceed to substantial completion), and reason for delays or time savings. Provide the original and final budget, and reason for cost increase or decrease.
- (c) Managed the quality of design throughout construction. Describe constructability challenges that arose and how the team worked to resolve issues.
- (d) Managed the input of key stakeholders, including the owner and/or client, end user, community, and others.
- (e) Utilized innovative processes that facilitated project delivery. Describe specific software tools and/or other techniques used.
- (f) Demonstrated a commitment to Project Excellence as described in Exhibit A.

(3) Provide drawings, or similar images, including photographs of the constructed interior, exterior, and site. Examples of technical drawings and details may be included.

vi. Owner Evaluations

For each reference project included in Tab 4, Proposers may include a final or most recent performance evaluation on the owners (or client's) official form. If an official performance evaluation is not available, a letter of recommendation on the owner's (or client's) official letterhead may be provided.

Owner evaluations must highlight the role and impact a DB Team member provided on the project. A maximum of one performance evaluation per project will be considered. All owner evaluations should be completed and signed by the owner or owner's agent for the reference project.

K. M/WBE Program Experience and M/WBE Approach (Tab 5)

i. M/WBE Program Experience Form

Provide a completed M/WBE Program Experience Form, included with Exhibit E, for each Principal Participant, Builder and Designer, reflecting record of compliance with M/WBE requirements in their contracts for the past five (5) years. Do not provide more than seven (7) projects. If any of the past projects listed by the Proposer required DBE goals rather than M/WBE goals, the utilization and record of compliance demonstrating DBE program experience should be used for those projects.

It is the goal of the City to use qualified firms that have demonstrated past record of compliance with M/WBE requirements, including the good faith efforts undertaken by the Proposer to meet those M/WBE goals, and that have experience working with M/WBE firms.

(1) For every project listed in the M/WBE Program Experience Form, Proposers must describe their experience in making good faith efforts to meet the M/WBE contract goals set for those projects.

(2) For every project listed in the M/WBE Program Experience Form, Proposers must submit a final or current utilization report.

ii. M/WBE Approach

Anticipated M/WBE utilization goals for both design and construction are set forth in Exhibit C (Project Information and Requirements). Provide a description of the Proposer's anticipated approach to partnering and subcontracting with M/WBE's to meet the anticipated M/WBE goals for both design and construction, including strategies to attract and engage the M/WBE community throughout the Project early in the proposal and design processes.

Provide reasoned commentary on the anticipated M/WBE goals: Which portions of the Project work provide the greatest opportunity to engage M/WBEs and which portions of the Project work present challenges? Should the anticipated M/WBE goals be revised and, if so, how?

3. PART B-3: RFP LOOKAHEAD

This section is intended to provide a preview of the subsequent RFP.

Certain work has been done on the design of the Project by DDC and/or the Consultant Support Team. These scoping documents are expected to be made available to the Short-listed Proposers in connection with the issuance of the RFP. The RFP will contain specific instructions as to the permitted or required use of these documents, together with other instructions as to the nature of the technical proposals that are required to be submitted, including required technical specifications and performance standards. The RFP is expected to provide an opportunity to the Short-listed Proposers to make and propose design innovations.

- Bridging documents representing an indicative design will be provided with the RFP (step II).
- Bridging documents representing an indicative design will not be provided with the RFP (step II).

A. Preliminary Proposal Stipend (RFP/Step II Only)

- No stipend is offered to Short-listed Proposers found responsible and submitting a responsive Proposal in response to a subsequent RFP (step II).
- A stipend is anticipated to be offered to Short-listed Proposers found responsible and submitting a responsive Proposal in response to a subsequent RFP (step II). The anticipated amount of stipend is between \$90,000 and \$100,000.

B. In-Market Process

i. Collaborative Dialogue Meetings

DDC anticipates that Collaborative Dialogue Meetings (each, a “CDM”) will be held with each Short-listed Proposer. Following the release of the RFP, the in-market process will begin with an initial CDM, the purpose of which is for Short-listed Proposers to comment on and ask questions about the RFP, RFP process, and form of DB Agreement offered to Proposers. It is anticipated that there will be three (3) total CDMs. Requirements for the CDMs, including attendance by Major Participants and Key Personnel as well as draft agendas and presentation requirements, will be included in the RFP or issued to Short-listed Proposers during the in-market period.

C. Technical Proposal

It is expected that the Technical Proposal will include a proposed technical approach, execution plan, M/WBE approach, schedule, management strategy, and team qualifications and experience. The technical approach will include investigations of project requirements and will not include a proposed design solution.

D. Design Build Agreement

A draft of the DB Agreement is expected to be made available to the Short-listed Proposers in connection with the issuance of the RFP. A Summary of Select DBA Commercial Terms is included with the RFQ as Exhibit D.

4. PART B-4: SOQ CHECKLIST AND PAGE COUNT

Provide the following items in the order and format described below. Specific requirements are set forth in Part B-2 of this Exhibit B.

“One page” refers to one side of an 8.5” x 11” sheet.

A. Document 1: SOQ

| Contents | Page Limit |
|-----------------------------------------------------------------------------------------------------|------------------|
| <input type="checkbox"/> Cover Page | 1 page |
| <input type="checkbox"/> Table of Contents | 1 page |
| <input type="checkbox"/> Cover Letter | 1 page |
| <input type="checkbox"/> Fundamental Qualifications (Tab 1) | |
| <input type="checkbox"/> SOQ Checklist (this form) | 2 pages |
| <input type="checkbox"/> Equal Opportunity Employer Statement | 1 page |
| <input type="checkbox"/> Construction Employment Report Compliance Statement (Refer to Exhibit E-1) | 1 page |
| <input type="checkbox"/> Iran Divestment Act Form (Exhibit E-3) | 1 page |
| <input type="checkbox"/> Letter of Commitment from Surety | 1 page |
| <input type="checkbox"/> Legal Structure | 1 page |
| <input type="checkbox"/> Teaming Agreement | No limit |
| <input type="checkbox"/> Safety Questionnaire (Exhibit E-4) | 1 page |
| <input type="checkbox"/> Financial Questionnaire (Exhibit E-5) | 5 pages |
| <input type="checkbox"/> Conflicts of Interest | 1 page |
| <input type="checkbox"/> DB Team Qualifications Form (Exhibit E-6) | No limit |
| <input type="checkbox"/> Acknowledgement of Addenda Form (Exhibit E-7) | 1 page |
| <input type="checkbox"/> Design Build Approach (Tab 2) | NTE 7 pages |
| <input type="checkbox"/> Team Approach | |
| <input type="checkbox"/> Design Approach and Philosophy | |
| <input type="checkbox"/> Project Management Approach | |
| <input type="checkbox"/> Project Understanding | |
| <input type="checkbox"/> Comments on Project Information, Goals, and Objectives | |
| <input type="checkbox"/> Key Personnel and Team Organization (Tab 3) | |
| <input type="checkbox"/> Team Introduction and Organizational Chart | 1 page |
| <input type="checkbox"/> Resumes | 2 pages / person |
| <input type="checkbox"/> Personnel Commitment Form (Exhibit E-8) | 1 page |
| <input type="checkbox"/> Project Team Summary Form (Exhibit E-9) | 2 pages |

| | | |
|--------------------------|-----------------------------------------------------|-------------------|
| <input type="checkbox"/> | Project Experience and Past Performance (Tab 4) | |
| <input type="checkbox"/> | Project Experience Overview | 1 page |
| <input type="checkbox"/> | Reference Project Information Form (Exhibit E-10) | 1 page |
| <input type="checkbox"/> | Reference Project Relevancy Form (Exhibit E-11) | 2 pages |
| <input type="checkbox"/> | Reference Project Description and Images | 2 pages / project |
| <input type="checkbox"/> | Reference Project Owner Evaluations (Optional) | 1 page / project |
| <input type="checkbox"/> | M/WBE Program Experience and M/WBE Approach (Tab 5) | No limit |
| <input type="checkbox"/> | M/WBE Program Experience Form (Exhibit E-12) | 2 pages / project |
| <input type="checkbox"/> | M/WBE Approach | 1 page |

B. Document 2: Doing Business Data Form

| Contents | Page Limit |
|-----------------------------------------------------------------|-------------------|
| <input type="checkbox"/> Doing Business Data Form (Exhibit E-2) | 2 pages |

EXHIBIT C

Project Information and Requirements

PROJECT INFORMATION

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Environmental Review/Acquisition Information & Status 2

LPC/PDC Review 2

Percent for Art 2

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Exclusivity..... 3

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1. Summary of Project Information and Requirements

This RFQ is being issued concurrently with the process of development and review of the final scope of work for the Project. Any Work described herein is subject to adjustment as a result of the process.

Nothing contained in this RFQ is intended to modify, limit or otherwise constrain the process or commit the City, or any other entity, to undertake any action with respect to the Project, including selection of a Design-Builder or the design and construction of the Project.

| | |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Sponsor | New York City Department of Parks and Recreation (DPR) |
| End User | Public Facility |
| Project Location | 6 Victory Blvd. Staten Island, NY 10301 |
| Anticipated M/WBE Goals | 30% Design 30% Construction |
| Preliminary Project Budget | The total value of the DB Agreement for the Project is anticipated to range between: \$85,000,000 - \$88,000,000 |
| Anticipated Project Schedule/ Schedule Constraints | The anticipated NTP date is March 2022. The project is expected to be substantially completed within three years from NTP. The assumptions related to the anticipated duration will be reviewed and validated by the Shortlisted Proposers. |
| Project Funding | The Project is funded with: <input checked="" type="checkbox"/> City funds <input type="checkbox"/> State funds, specifically _____ <input type="checkbox"/> Federal funds, specifically _____ To the extent the Project is funded with other than City funds, in whole or in part, the Design-Builder will be required to comply with applicable funding requirements. |
| Environmental Review/Acquisition Information & Status | The Project is subject to environmental review under city law. The Phase 1 Environmental Site Assessment Report (ESA) has been completed and will be provided in the RFP. City Environmental Quality Review (CEQR) must be completed by the Design Builder prior to issuance of construction permits. |
| LPC/PDC Review | Approval by the Public Design Commission (PDC) will be required. Approval by the Landmarks Preservation Commission (LPC) will be required for any work on the Landmarked site or building. |
| Percent for Art | Percent for Art will be included. |
| City's Consultant Support | Proposers are required to disclose known or potential conflicts of interest in their SOQs. Because of their past or present work as part of the City's |

| | |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Team/Conflicts of Interest</p> | <p>Consultant Support Team, the following firms have been identified as ineligible for consideration as part of a Proposer or DB Team.</p> <p>Proposers may not include the services of the following firm(s):</p> <ul style="list-style-type: none"> • Ove Arup & Partners • Sage and Coombe Architects • Toscano Clements Taylor • Stellar Services <p>Proposers utilizing firms identified above will be disqualified from participating on this Project and may be found non-responsive pursuant to PPB 2-07.</p> |
| <p>Exclusivity</p> | <p>The following types of services are subject to the restrictions described in Section 3.8:</p> <ul style="list-style-type: none"> • Not Applicable |

2. Project Description

A. Project Overview

The New York City Department of Parks and Recreation (DPR) seeks to build a welcoming, sustainable, and resilient new recreation center to serve Northern Staten Island as a hub for learning, recreation, community and civic engagement. This project is part of a mayoral initiative expanding the network of community recreation centers to serve all New Yorkers.

The new facility will be located at an existing parking lot of the Lyons Pool Bathhouse Facility located at 6 Victory Blvd, Staten Island NY. The project will include construction of a new recreation center of approximately 65,000 SF to house programming for all ages, including multipurpose rooms, two multi- sport/basketball courts, children and teen program and support spaces. Support spaces will include locker rooms, administrative offices, restrooms and an elevator. Site work will be required to integrate the facility with the adjacent pool complex and surrounding streetscape. The new facility is sited immediately adjacent to the Landmarked Lyons Pool. There will be no encroachment onto the landmarked site and no interior connections between the new building and Lyons Pool facility required. If the Design places the new building in close proximity to the landmarked building; stabilization will be required as necessary to support the existing building during construction. Covered and uncovered parking is also required.

B. Project Goals and Objectives

The City's goals and objectives for the Project are as follows:

- (i) Deliver a state-of-the-art new recreation center that serves as a welcoming, healthy, and accessible community hub for visitors of all ages and abilities;
- (ii) Exemplify New York City's commitment to sustainable design with strategies that reduce energy use, conserve water and other natural resources, and contribute to a healthy and resilient urban environment;
- (iii) Contribute to the character of the surrounding neighborhood by creating a vibrant, safe, and pedestrian-friendly public realm that strengthens the connection between the existing Lyons Pool facility and the neighborhood;

- (iv) Deliver a resilient facility that complies with the Climate Resiliency Design Guidelines to address the future risks caused by climate change;
- (i) Exemplify Project Excellence as described in Exhibit A, including excellence in design, construction, and project delivery;
- (ii) Complete the project within the schedule and budget while maintaining the highest level of quality, durability, and performance;
- (iii) Maintain safety in and around the Project site during construction;
- (iv) Be a good neighbor by prudently managing public resources (e.g. utilities, streets, sidewalks, and Park amenities) and minimizing construction- and operations-related impacts to the surrounding community and to neighboring properties and facilities.

C. Site Description

The Project site is located in a parking lot immediately south of the historic Joseph H. Lyons Pool in the Tompkinsville section of Staten Island. The site is bounded by an elevated portion of Hannah Street to the south, the Staten Island Rapid Transit (SIRT) right-of-way to the west, and Murray Hulbert Avenue and the New York Harbor waterfront to the east. The Lyons Pool (originally Tompkinsville Pool) and the Cromwell Recreation Center located across the street on pier 6 were built in the 1930s with funding from the Works Progress Administration (WPA). The Cromwell Recreation Center was demolished in 2013 after a portion of the pier collapsed. This project is intended to replace that facility, which had served the surrounding community with amenities such as sports courts, exercise equipment, and multipurpose areas supporting yoga, fitness and dance.

The site for the new facility represents approximately 32,000 SF of the 128,500 SF Lyons Pool complex. The historic bathhouse is situated along the north and west sides of the block and has its main entrance at Victory Boulevard adjacent to the Tompkinsville Station of the SIRT. The south and east sides of the complex are enclosed by stepped brick walls and fences that serve to fully enclose the pool complex and elevate it above the level of Murry Hulbert Avenue, including a 4-foot outer wall with 8-foot chain link fence and an inner wall of varying height with steel bar fence. These walls, which are part of the original construction, divide the Project site at grade from the elevated Lyons Pool facility. While the Lyons Pool complex is a New York City Landmark, the project site is located outside the Landmarks-designated area.

D. Community and Neighborhood Context

Tompkinsville is a neighborhood in northeastern Staten Island and is considered part of the North Shore. It is located along the New York Harbor waterfront immediately south of the Staten Island Ferry terminus in St. George, and is bounded by Stapleton to the south. The blocks surrounding Bay Street and the waterfront are typically zoned for commercial and manufacturing uses. Further west, the residential portion of the neighborhood includes a combination of freestanding single-family houses and small multi-family buildings.

There seven public and private schools located within a mile of the Lyons Pool complex, serving elementary through high school students. Visitors arrive to the site by car, bus or on foot from the overpass that links Victory Boulevard to Bay Street and major bus routes. The parking lot located on the Project site is used by employees and guests.

3. Additional Information Appended to this Exhibit C

Additional information relevant to the Project, including maps and reports, may be appended to this Exhibit C.

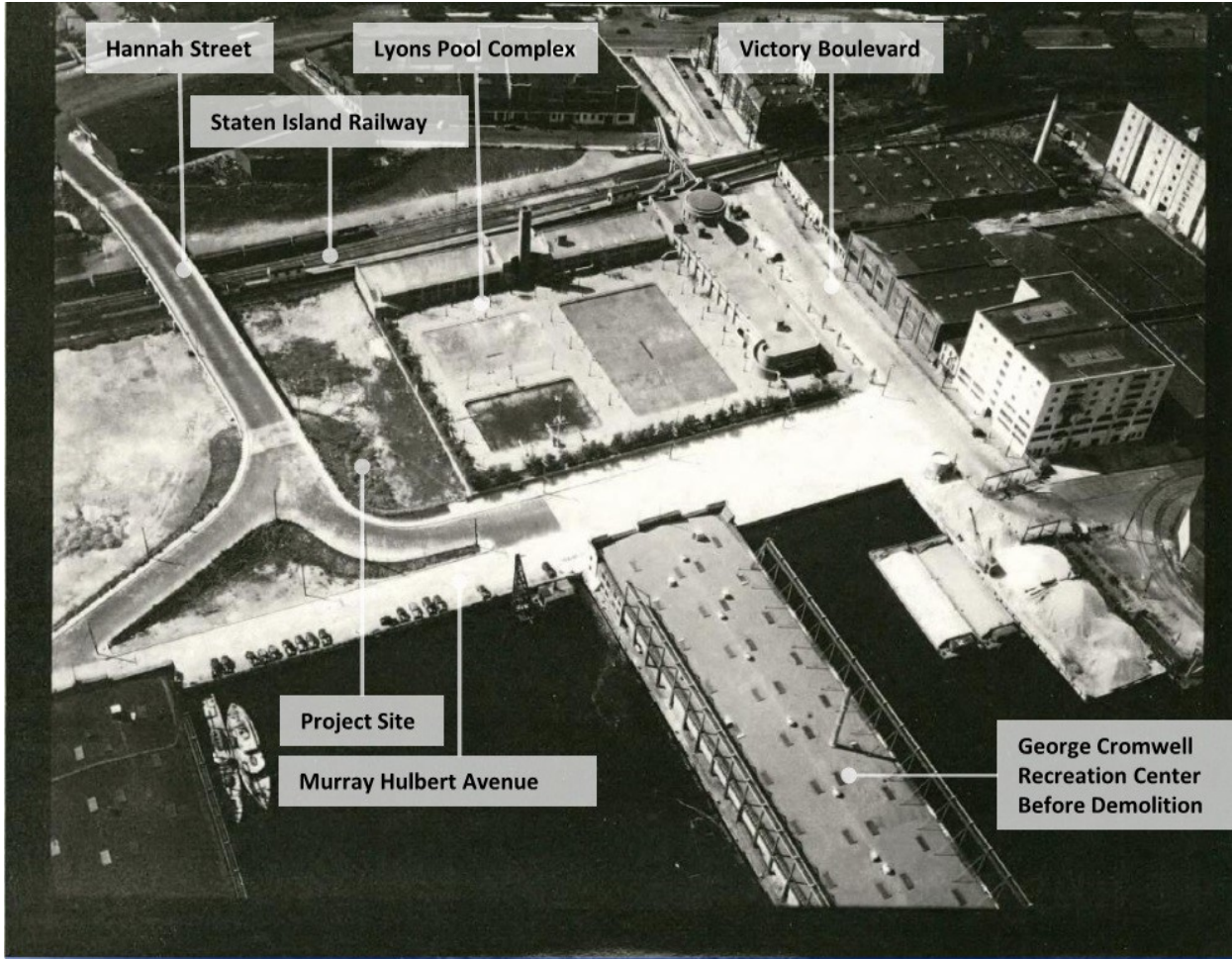
- **Maps and Site Photos**



Aerial View, Borough



Aerial View, Site



Aerial View, Project Site



Lyons Bathhouse Facility, facing Southwest



View of Staten Island Rapid Transit right of way at West boundary of project site, facing South



View of site from East entrance, facing West

EXHIBIT D

Summary of Select DBA Commercial Terms

SUMMARY OF SELECT DBA COMMERCIAL TERMS (GMP)

A form of guaranteed maximum price design-build agreement (“**DBA**”) will be released no later than the issuance of the RFP for the Project. The form DBA will be substantially consistent with the DBA for other recent City design-build projects, but will include certain guaranteed maximum price specific modifications and additions, which are partly summarized below. If ready and available sooner, DDC will release the form of DBA sooner as an addendum to the RFQ.

This document provides a summary of select commercial terms which may be included in a DBA between each Design-Builder and DDC for the design-build project 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 DDC or the City of New York, and are subject to change by DDC, in its sole discretion, at any time during the RFQ or subsequent RFP phase.

| A. CONTRACT PRICE, ALLOWANCE AMOUNTS | |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <p>Contract Price</p> <p>The DBA’s “Contract Price” will be comprised of the following:</p> <ul style="list-style-type: none"> • a not to exceed guaranteed maximum price (the “GMP”) for: <ul style="list-style-type: none"> ○ performing the design and Construction Work for the Project; ○ for general conditions (e.g. Design-Builder’s management / overhead costs); ○ the Design-Builder’s contingency in connection with each component of the schedule of values for the Project; • a lump-sum fixed price (not included as part of the GMP) for: <ul style="list-style-type: none"> ○ pre-construction services and the initial design services described further in Section B.1 (<i>Pre-Construction Services</i>) below (the “Pre-Construction Services Fee”); ○ any enabling early work permitted to be performed prior to reaching a Binding Contract Price as described in Section B.1 (<i>Preconstruction Services</i>) below; ○ the Design-Builder’s construction phase fee (priced as percentage of the GMP), which will cover the Design-Builder’s profit for the Project (the “Construction Phase Fee”); and • the Allowance Amounts (<i>defined in A.2 Allowance Amounts below</i>). <p>The Contract Price will be developed in two-stages:</p> |

| A. CONTRACT PRICE, ALLOWANCE AMOUNTS | | |
|---------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <ul style="list-style-type: none"> the GMP portion of the Contract Price submitted with the Proposer's proposal will be the "Initial Target GMP"; and following execution of the DBA, the Initial Target GMP will be modified to become the Binding Contract Price as described in Section B.1 (<i>Preconstruction Services</i>) below prior to the Design-Builder commencing Construction Work. The Pre-Construction Service Fee will not be modified unless DDC directs a scope change to the Project. While the Construction Phase Fee profit percentage included in the Design-Builder's proposal will not change, the quantum of the Construction Phase Fee will be adjusted based on the Binding GMP (<i>Defined in Section B.1 Preconstruction Services</i> below). The Design-Builder, as part of its proposal which will include the Initial Target GMP, will also submit its indicative design at a level equal to SD1¹. |
| 2. | Allowance Amounts | <ul style="list-style-type: none"> Generally - For ease of contract administration, and to accelerate payment for certain known risk factors that are unquantifiable prior to submission of a Proposal, DDC will include certain specified amounts for the funding of definable costs associated change proposal costs in certain circumstances (e.g., owner requested change proposals, Compensable Relief Events, incentive provisions, and other non-fixed items) (the "Allowance Amounts"). Unused Allowance Amounts – 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 at completion of construction. Unused Allowance Amounts will be retained by DDC and the Binding Contract Price will be reduced accordingly at an appropriate time. |
| 3. | Cost Savings | <p>To incentivize efficient management and delivery of the Project by the Design-Builder, DDC anticipates including the following two discrete cost savings mechanisms:</p> <p>(1) Binding GMP or Fixed Contract Price Pre-Construction Commencement Cost Savings Analysis</p> <p>With respect to the development of either (A) a Binding GMP or (B) a Fixed Contract Price prior to establishing the Binding Contract Price under Section B.1 (<i>Preconstruction Services</i>) below:</p> <ul style="list-style-type: none"> the Design-Builder notifies DDC that it anticipates the Binding Contract Price will be meaningfully less than the Initial Target GMP (the "Initial Savings"). |

¹ **Note to Respondents:** A further description of SD1 is included as Attachment A to this document.

| A. CONTRACT PRICE, ALLOWANCE AMOUNTS | | |
|---------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <ul style="list-style-type: none"> • In this scenario in DDC’s discretion DDC and the Design-Builder will meet to discuss and agree on additional programmatic scope items which may be achievable by the Design-Builder in an amount equal to, or less than, the Initial Savings; and <p>(2) Binding GMP Post-Construction Completion Cost Savings Analysis</p> <p>With respect solely to a Binding GMP, and not a Fixed Contract Price, if after completion of all Construction Work the sum of the actual cost of achieving final completion on the Project is less than the Binding GMP, the difference (“Final Savings”) shall either, in DDC’s discretion:</p> <ul style="list-style-type: none"> • (A) be shared in a percentage pre-agreed between the Parties prior to finalizing the Binding GMP under the DBA; or • (B) be applied to additional programmatic scope for which DDC will seek pricing from the Design-Builder in an amount not to exceed the Final Savings. |

| B. DESIGN & CONSTRUCTION GENERALLY, WARRANTY PERIOD AND INSURANCE | | |
|------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Preconstruction Services | <ul style="list-style-type: none"> • As indicated above, the Design-Builder and DDC will enter into the DBA with the Initial Target GMP as the indicative upper limit for the Contract Price. DDC and the Design-Builder acknowledge that such Initial Target GMP may be altered (upwards or downwards) based on the parties’ collective findings during the Design-Builder’s performance of the pre-construction services following execution of the DBA. • DDC anticipates that, in exchange for the Pre-Construction Services Fee, the Design-Builder’s pre-construction services under the DBA will include at least the following: <ul style="list-style-type: none"> ○ advancing the Design-Builder’s design from a level of development equal to SD1 that was submitted with its proposal, to a design that is between SD Final and DD² (the “Binding Proposal Design”); ○ value engineering / constructability program in collaboration with DDC; ○ construction cost estimates as design development and construction document development progresses; ○ identify if Project’s cost or delivery schedule will require an adjustment from the Initial Target GMP or indicative project schedule submitted with the Design-Builder’s proposal; |

² **Note to Respondents:** A further description of SD Final, DD and CD process is attached as Attachment A to this document.

B. DESIGN & CONSTRUCTION GENERALLY, WARRANTY PERIOD AND INSURANCE

| | | |
|------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <ul style="list-style-type: none"> ○ bidding subcontractors on an open-book basis (<i>described further in Section C.2 below Open Book Pricing</i>); ○ prepare either, but not both, (A) a final and binding GMP price (the “Binding GMP”), the Binding GMP will also include the Construction Phase Fee or (B) the final and binding lump-sum fixed price (the “Fixed Contract Price”, collectively with the Binding GMP, the “Binding Contract Price”). DDC may request the conversion of the Initial Target GMP to a Fixed Contract Price, in its sole discretion, prior to a specified date in the DBA; ○ site investigation and diligence work; ○ early key-third party engagement (e.g. adjacent affected properties, utilities, governmental agencies, etc.); ○ environmental compliance review; ○ partnering meeting attendance with DDC and City staff; ○ detailed and final program delivery plans development, submission and approval; and ○ final project schedule development, with guaranteed dates for any required milestones, including substantial completion and final completion. <p style="text-align: center;">• Preconstruction Services Deadlines / Coordination</p> <p>The preconstruction services will be performed by the Design-Builder in close coordination with DDC through a collaborative and iterative process in accordance with a definable milestone schedule set forth in the DBA. As noted above, the DBA will include a deadline for:</p> <ul style="list-style-type: none"> ○ (1) DDC deciding whether to require the Design-Builder to submit a Fixed Contract Price in lieu of a Binding GMP; and ○ (2) the Design-Builder’s formal submission of a draft Binding Contract Price and a subsequent deadline for final submission of the final Binding Contract Price. |
| <p>2.</p> | <p>Flexibility to Utilize “Fast Track” Construction Practices</p> | <p>The DBA will provide Proposers with a schedule of site access to inform Design-Builder of any known restrictions on physical site access, including access for any initial site validation period.</p> <p>DDC intends to include provisions that provide flexibility to the Design-Builder in organizing its design process and construction schedule, subject to applicable law, the guaranteed completion dates finalized as part of the Binding Contract Price, and any stated restrictions on site access or site activity set forth in the RFP and DBA.</p> |

| B. DESIGN & CONSTRUCTION GENERALLY, WARRANTY PERIOD AND INSURANCE | | |
|------------------------------------------------------------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <p>The DBA will set forth market-standard conditions for beginning destructive or intrusive site investigation activities (e.g. borings) and construction activities, (e.g., excavation, remediation), which conditions must be satisfied prior to the Design-Builder’s beginning such activities, including, but not limited to, submission of proof of appropriate and required insurance, plans for such destructive or intrusive site investigations, issuance by authorities having jurisdiction of all permits and approvals required by applicable law, and submission of release for construction drawings. Notwithstanding such conditions, DDC does not anticipate requiring the Design-Builder to get approval or confirmation of satisfaction from DDC for all conditions as a condition to the Design-Builder’s proceeding with such site investigation or construction activities. The Design-Builder will be solely responsible for satisfying conditions to commencing physical work at the site, including those required by applicable law.</p> |
| 3. | Binding Contract Price Process | <p>Following execution of the DBA, over a several month period and in connection with the pre-construction services described in Section B.1 (<i>Preconstruction Services</i>) above, the Design-Builder collaboratively with DDC will develop a proposal as part of the preconstruction services and will include each of the following (the “Binding Project Proposal”):</p> <ul style="list-style-type: none"> • a Binding Contract Price; • the final Allowance Amount; • the final project schedule, including dates for substantial completion, final completion and any other critical path completion dates; • all site conditions reports and environmental studies conducted during the preconstruction services; • any governmental approvals required to be obtained during the preconstruction services; • final project plans and a schedule of submittals; • final risk allocations for the items as set forth in the schedule to the DBA; and • the Binding Proposal Design. <p>Upon DDC’s acceptance of the Binding Project Proposal, the Design-Builder will not be entitled to any increase in the Binding Contract Price due to the continued refinement of the construction documents or the absence or addition of any detail or specification that may be required in order to complete the construction of the Project as described in and reasonably inferable from the Binding Project Proposal or the supporting documents used to establish the Binding Contract Price. Subject to any Compensable</p> |

| B. DESIGN & CONSTRUCTION GENERALLY, WARRANTY PERIOD AND INSURANCE | | |
|------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Relief Events, any costs that exceed the Binding Contract Price must be borne solely by the Design-Builder without reimbursement by DDC. |
| 4. | Acceptance or Rejection of the Binding Project Proposal | <p>Upon receipt of the Binding Project Proposal, DDC may in its sole discretion:</p> <ul style="list-style-type: none"> • Negotiate, finalize and/or accept the Binding Project Proposal with Design-Builder. Upon acceptance in writing by DDC of the Binding Project Proposal or the negotiated form of Binding Project Proposal, both parties will execute the Binding Project Proposal (where applicable and legally required, through a change order) and the terms of the Binding Project Proposal and the supporting documents, will become part of the DBA between Design-Builder and DDC. If a Binding Project Proposal is accepted by DDC all final project plans, including quality and management plans required by the general project requirements and other deliverables established and agreed in the Binding Project Proposal must be delivered to DDC in connection with the final Binding Project Proposal; or • reject the Binding Project Proposal if the parties are unable or unwilling to negotiate or agree on the Binding Project Proposal. DDC may terminate the DBA and utilize all work product delivered and paid for under the preconstruction services and may deliver the project with an alternative contractor and/or designer. |
| 5. | Design Completion & Construction Work | <p>Once a Binding Project Proposal is accepted by DDC, the Design-Builder must complete any remaining final design (final DD and CD) and commence and complete construction to deliver 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 guaranteed completion date(s) in accordance with the specific project requirements in the Contract Documents.</p> |
| 6. | Standard of Care & Warranties | <p>The Design-Builder will warrant to 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 within the New York Metro-Area to entities owning projects of similar technology, complexity and size to that of the Project; (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 |

| B. DESIGN & CONSTRUCTION GENERALLY, WARRANTY PERIOD AND INSURANCE | | |
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| | | <p>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>Generally, the “Warranty Period”, will be:</p> <p>(a) for all Work completed on, or prior to, substantial completion, a period of not less than 12 months from the date of substantial completion;</p> <p>(b) for all Work completed between substantial completion and final completion, a period of not less than 12 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 period of not less than 12 months from completion of any such defect rectification Work.</p> <ul style="list-style-type: none"> • The Design-Builder must, at its cost, promptly and completely correct any defects and nonconforming Work. • Alternatively, DDC is also considering including a warranty allowance to reduce contingency for ordinary course warranty work that is not caused by the Design-Builder's negligence. Any amounts remaining in the warranty allowance will be returned to DDC after expiration of the warranty period. If the warranty allowance is exhausted, but funds remain unpaid under the Binding GMP, then DDC will compensate the Design-Builder up to the Binding GMP for warranty work actually performed. • Additional terms and conditions will be detailed in the DBA. |
| 7. | 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. Insurances will only be required to be in place for the applicable Work being performed. |

| C. DDC OVERSIGHT AND QUALITY CONTROL / ASSURANCE | | |
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| 1. | DDC's Right to Review and Inspect and Design-Builder Quality Assurance and Quality Control | <ul style="list-style-type: none"> • DDC Oversight Rights - DDC will have the 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. DDC also expects to take responsibility for performing certain special inspections for the Project, as further described in the RFP. • Design-Builder QA/QC Obligations - Notwithstanding DDC's inspection and monitoring rights, the Design-Builder will have full responsibility for quality assurance and quality control on the Project |

| C. DDC OVERSIGHT AND QUALITY CONTROL / ASSURANCE | | |
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| | | 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 subject to DDC's review and acceptance. |
| 2. | Open Book Pricing | <p>The Design-Builder will, on a fully transparent basis, establish and maintain a numbering and tracking system for all Project records, including changes, requests for information, submittals, and supplementary instructions and will provide updated records at each coordination meeting with DDC and when requested by DDC.</p> <p>The Design-Builder will provide DDC with full and transparent access to books and records pertaining to development of the Binding GMP. At any time DDC can audit the Design-Builder's books and records to confirm the accuracy of the Binding GMP and the costs incurred for Work performed.</p> <p>With each payment request the Design-Builder must include complete copies of all receipts, invoices with check vouchers or other evidence of payment, payrolls, and any and all other evidence which DDC deems necessary to support the amount requested.</p> <p>DDC anticipates that it will be more involved in spot checking subcontracting packages and underlying invoices to verify that the best value price for each Work package is being achieved by the Design-Builder.</p> |

| D. PERFORMANCE SECURITY | | |
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| 1. | Performance Bond & Payment Bond | No later than the commencement of Construction Work (other than enabling early works described in Section A.1 (<i>Contract Price</i>) above), the Design-Builder will be required to deliver a performance bond and payment bond for the Project in an amount equal to 100% of the Binding Contract Price. DDC will utilize the City's standard form of payment bond and performance bond. |
| 2. | Retainage | <p>Following execution of the Binding Project Proposal, as security for the Design-Builder's performance, DDC will retain 5% from each payment (each, a "Retainage Amount") until substantial completion. Alternatively, in lieu of 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 DDC in an amount equal to 5% of the Binding Contract Price. 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 DDC's costs or losses incurred due to any Design-Builder breach or default or other reason stated in the DBA.</p> <p>At substantial completion, DDC will release and return to the Design-Builder the total Retainage Amounts that it holds, less 200% of any amounts estimated by 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.</p> |

| D. PERFORMANCE SECURITY | | |
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| | | In addition, DDC plans to include provisions in the DBA for the earlier release of Retainage Amounts back to the Design-Builder for the benefit of certain smaller Subcontractors, as further detailed in the DBA. |
| 3. | Closeout and Warranty Performance Security | Subject to inclusion of a warranty allowance as described in Section B.6 (<i>Standard of Care & Warranties</i>), as security for the Design-Builder's faithful performance of closeout and warranty Work, at substantial completion, the Design-Builder will be required to deposit with DDC a value equal to 1% of the value of Construction Work as set forth in the schedule of values, to be released by DDC to the Design-Builder at final completion of the Work. |
| 4. | Guaranty | DDC may require the Design-Builder to furnish a guaranty from a DDC approved guarantor. If during the procurement its determined that a guarantor is required, the guarantor must be identified during the RFQ or RFP phase, as applicable. The DBA will include a standard form of guaranty agreement requiring the guarantor to guarantee all the Design-Builder's obligations under the DBA. If a guarantor is required, the Design-Builder must furnish the approved guarantor's fully executed guaranty agreement in the form required by DDC no later than the DBA's agreement date. |

| E. HAZMAT AND THIRD-PARTY COORDINATION | | |
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| 1. | 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 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) 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>Additional details and terms will be included in the RFP.</p> |
| 2. | Third Party Interface | <ul style="list-style-type: none"> • Generally - The Design-Builder will be responsible for all necessary and appropriate third-party interface coordination, including, obtaining at its cost, all utilities required to undertake and timely complete the Work, all in accordance with the general project requirements. DDC may assist, as reasonably requested by the |

| E. HAZMAT AND THIRD-PARTY COORDINATION | | |
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| | | <p>Design-Builder, in coordinating and communicating with any third parties required for the Project.</p> <ul style="list-style-type: none"> • Adjacent Properties – It is possible that coordination with adjacent properties will be necessary to ensure that such buildings are properly protected from the impacts of the Construction Work. |

| F. EVENTS IMPACTING SCHEDULE AND COST | | |
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| 1. | General Information | <p>DDC is planning to include provisions for relief and compensation payable to the Design-Builder (“Compensable Relief Events”) and for time extensions in favor of the Design-Builder for specific events consistent with Design-Build best practice and are beyond the control of the Design-Builder (“Relief Events”). No relief will be afforded to the Design-Builder where the Compensable Relief Event or Relief Event is caused by, or 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 guarantor, any Subcontractor, or any other person performing any of the Work on, or behalf of, the Design-Builder (a “Design-Builder Party”).</p> <p>The Compensable Relief Events will be subject to conditions to be detailed in the DBA, including, but not limited to Compensable Relief Events for: the City’s failure to provide access to the Project site, DDC’s failure to timely respond to submittals requiring DDC’s response, certain unknown conditions discovered at the Project site, and material interference in the Design-Builder’s Work by the City or its other contractors.</p> <p>DDC anticipates including typical Relief Events, each subject to conditions to be detailed in the DBA, including but not limited to Relief Events for: Compensable Relief Events, force majeure events, pandemic / quarantine, adverse weather events, blockades, embargoes, labor strikes and lockouts, unreasonable delays in issuance of permits and approvals by government entities with jurisdiction and utility and railroad-caused delays.</p> |
| 2. | Unknown Site Conditions | <ul style="list-style-type: none"> • DDC Site Investigation Work – Site investigations of the Project site have been or will be conducted by DDC or its project consultants. These site investigations may include surveys of the existing conditions, geotechnical borings, utility surveys, asbestos testing and other similar investigations, where applicable or necessary. To the extent legally permissible, DDC anticipates providing any such relevant information to each of the Short-listed Proposers during the RFP phase. For purposes of claiming a Compensable Relief Event, the Design-Builder will be entitled to rely on such reports and investigations provided to the Design-Builder as part of the RFP process. • Design-Builder Responsibility – <p>Notwithstanding DDC’s advance site investigations, the Design-Builder will be required to undertake all tests, inspections and</p> |

| F. EVENTS IMPACTING SCHEDULE AND COST | | |
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| | | <p>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 the RFP phase 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>The DBA will provide a complete list of Relief Events, including Relief Events related to specific unknown conditions.</p> |

| G. SUBCONTRACTING | | |
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| 1. | Subcontracting | <p>The DBA will include provisions limiting subcontracting to only Subcontractors that have been approved by DDC in writing. 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 DDC to replace any such Subcontractor for good cause.</p> |
| 2. | Key Personnel and Subcontractors | <p>The Design-Builder must retain, employ and utilize (or where applicable, must ensure that the relevant 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. The RFQ and/or RFP may also identify requirements for Key Subcontractors, including the designer of record. The Design-Builder must retain and utilize all Key Subcontractors to fulfill corresponding responsibilities until such responsibilities have been</p> |

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| | completed. All Key Personnel and Key Subcontractors identified in the SOQ (and subsequent Proposal) must be carried forward as the Subcontractors performing the Work under the DBA, except where authorized by DDC. |
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| H. LEGAL ISSUES | | |
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| 1. | Indemnification | The Design-Builder will be required to release, defend, indemnify and hold harmless the City of New York and its respective officials and employees,. |
| 2. | 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 DDC and the Design-Builder from the commencement of the preconstruction services. The focus of the partnering provisions will be to resolve all differences at the lowest levels before they advance to formal disputes. • Dispute Resolution - It is the goal of DDC to resolve disputes that may arise under the DBA in a timely, just, and fair manner consistent with the terms of agreed between the parties. The DBA will include an alternative dispute resolution methodology different than that currently utilized in the City’s standard design-bid-build construction contracts, including and without limitation: the use of a dispute review board, mediation and facilitation, with the jurisdiction of such alternative methods of dispute resolution including, without limitation, disputes regarding scope, payment, delay, delay damages and non-ethical defaults. Dispute resolution procedures will be set forth in the DBA released with the RFP. |

ATTACHMENT A

DDC DESIGN PROCESS (SAMPLE)

The following sample is provided by DDC solely for the purpose of describing the potential schematic design (“SD”), design development (“DD”) and construction document (“CD”) phases of the design process, subsequent to the award of the Design-Build Agreement to the Design-Builder. The Project Requirements, which will include the requirements for design phases and deliverables in detail, will be available to Short-listed Proposers in the RFP.

The information included in this document is not final or binding on DDC or the City of New York, and is subject to change by DDC, in its sole discretion, at any time during the RFQ or subsequent RFP phase.

0050 – DDC DESIGN PROCESS

0050.10 – DESIGN PHASES

The design process is organized into phases (each a "Design Phase"), unless otherwise specified in the Specific Project Requirements, with each Design Phase described below. Detailed requirements for each Design Phase are set forth in Z1020.20.

1. SCHEMATIC DESIGN PHASE GOALS

In the Schematic Design Phase, the Design-Builder conducts research and produces design options for meeting the Sponsor Agency's needs. The goal is to establish an integrated design direction that synthesizes approaches towards zoning, life safety, accessibility, sustainability, resiliency, energy code compliance, site/community context and civic design criteria.

The Design-Builder begins the design process by investigating existing conditions, identifying opportunities and constraints inherent in the site, the program and/or the building type, and the intended operation of the building, and establishing design parameters in dialog with the Sponsor Agency and DDC. By the mid-point of the phase, the Design-Builder must present no fewer than three concept options that meet the project requirements, or more if required, to fully explore applicable design alternatives, including all major building systems. The Design-Builder must lead a presentation of these options for the identified stakeholders, comparing the advantages and disadvantages of all aspects of each option. Based on this presentation, a consensus toward a preferred scheme should emerge. The preferred scheme must then be developed more fully for the final Schematic Design submittal.

As is the case with all Design-Builder deliverables, the Project Team will review each required submittal and generate written comments which must be addressed and resolved by the Design-Builder. For information on requirements of the DDC Design Reviews, see the information in section Z1020.10. The Schematic Design phase concludes with a submittal consisting of a Schematic Design Final Report, including engineering narratives, and the Early Work proposal when applicable (see section 4 below).

Projects requiring PDC or LPC review during the Schematic Design phase as described in sections 1030.03 and 1030.04 of this Volume and the Specific Project Requirements must be submitted for review and approval prior to review and comment of the Design Development submittals.

2. DESIGN DEVELOPMENT PHASE GOALS

In the Design Development Phase, the Design-Builder must continue the design process, advancing the design presented at the Schematic Design Final Report. The Design-Builder is expected to validate, develop, and refine the project, including all design elements, building systems, materials, details, equipment, maintenance and operational requirements, and life-cycle costs, demonstrating that all decisions are justifiable on the basis of value. Any open issues regarding zoning, code compliance, and neighboring property access should be resolved during the Design Development phase. If determinations from DOB are required, the Design-Builder must obtain written responses prior to the final Design Development submittal.

This phase concludes with a submittal consisting of a Design Development Report (including updates and development to the contents of the Final Schematic Design Report), architectural and engineering drawings, engineering calculations, and other deliverables described in Z1020. 20 Design Progress Documentation.

3. CONSTRUCTION DOCUMENTS PHASE GOALS

During this phase, the Design-Builder prepares final design documents. There may be two submittals during this phase: one at 75% Construction Documents and one at 100% Construction Documents, or as otherwise described in Volume 4: Specific Project Requirements. Final submittals to PDC and LPC must be made during this phase if required. Submittal to the DOB is required prior to any construction activity and objections from the Plan Examiner should be resolved prior to the 100% Submittal or submitted as a required deliverable. See Section 1030.06 Regulatory Procedures for requirements.

SAMPLE

1. SCHEMATIC DESIGN DELIVERABLES

a. Schematic Design Interim Submittal I: Investigations

In order to create buildings and projects of enduring value to the city and its citizens, it is critical that the Design-Builder fully understand the site, existing conditions (including the condition of the existing building, if applicable), the program and the Sponsor agency's operational requirements, code and zoning requirements, and any other issues that may influence the design and impact costs. Prior to developing design options, the Design-Builder must engage in a series of investigations and analyses, described below, intended to bring all such issues to the attention of the Project Team such that informed decisions can be made. The Design-Builder must submit the Schematic Design Interim Submittal I: Investigations Report as required below to DDC for review by the Project Team.

i. Site and/or existing building analysis.

The Design-Builder must study the site and the surrounding areas to determine the suitability of the site for the proposed work. The Design-Builder must note whether the nature of existing development on any adjacent lots would create impacts or constraints on the project. Similarly, the Design-Builder should indicate whether possible future development on adjacent lots could impact the project. Impacts may include underpinning, access for maintenance, access for egress, added construction costs, etc.

1. Existing Service Systems Assessment

- a. MECHANICAL SYSTEMS - Record all equipment and conditions, including the age and condition of all heating and cooling equipment such as boilers, AC Units, fans, piping, insulation, and the operating results achieved through their use.
- b. ELECTRICAL SERVICES - Refer to new loads for suitability of Utility Company's metering and capacity of service entrance equipment, power distribution system, panel boards and consideration of non-linear loads.
- c. POWER DISTRIBUTION SYSTEMS - Record the age and condition of all electric Normal and Emergency power distribution equipment.
- d. EMERGENCY POWER - Evaluate the adequacy of the Emergency Power System.
- e. LIGHTING FIXTURES - Include illumination levels, lamp bulbs, energy efficient lighting fixtures and controls. Design-Builder must advise method of disposal of ballasts, bulbs, etc. that may contain PCBs or mercury.
- f. TELEPHONE SERVICE - Evaluate the adequacy of the existing service.
- g. AUXILIARY SYSTEMS - Evaluate fire alarm, communications (voice and data) and security systems.

2. At a minimum, the Design-Builder must prepare an inventory of subsoil conditions and soil bearing capacities, off-site and on-site views, existing site amenities, and constraints for site development.

3. Arborist Report - The Design-Builder must engage an certified arborist to undertake an inspection of all trees 4" and greater on the project site and produce a report detailing the species, condition, expected lifespan, required maintenance, and if any infestation of invasive pests or pathogens exists. The inspection area must extend out from the project site approximately fifty feet at campus locations. Street trees are to be included in the scope.

4. The Design-Builder must identify the types, functions, and uses of other facilities proximate to the site and identify any potential conflicts or areas of concern.
 5. The Design-Builder must identify all means of site access, including pedestrian, vehicular, parking, service, etc. and note the location, type, and distance to all forms of public transportation.
 6. A report must be included regarding the existence of all underground fuel tanks, for heating oil, diesel fuel, and gasoline, describing their condition, age, and the code requirements for testing. The report must provide recommendations for removal and/or replacement of tanks and contaminated soil.
- ii. Americans with Disabilities Act (ADA) and Accessibility Analysis Narrative (the “ADA Analysis Narrative” or “Narrative”):
The Design-Builder must provide a narrative that demonstrates compliance with the 2010 ADA Standards for Accessible Design (or the most current ADA Standards for Accessible Design), Chapter 11 of the NYC Building Code regarding accessibility, including the ADA Path of Travel obligations associated with alteration work, and all other applicable laws, rules, and regulations (collectively, the “Accessibility Standards” as defined in Chapter 06, Section F). The Narrative must address the entirety of the project and must be updated at each phase as the project develops.
 - iii. Zoning Analysis: Demonstrate compliance with NYC Zoning Resolution, including but not limited to setbacks, height limitations, etc. and identification of any required or recommended variances or Mayoral Zoning Override.
 - iv. Identify probes that may be required for both site, building, exterior and interior renovation projects.
 - v. Building Code Analysis: Demonstration of compliance with the NYC Building Code including building characteristics, construction classification, occupancy, accessibility, egress compliance, fire separation, energy code requirements, live load requirements, etc. Identify potential needs for clarification or determinations from DOB.
 - vi. Filing Strategy: Identify applicable pathways to DOB approval. Identify all Authorities Having Jurisdiction (AHJ).
 - vii. Identify any construction phasing or staging requirements, including the need for swing space and related operational requirements.
 - viii. Sustainable Design (see section 1030.50 in this Volume and the Specific Project Requirements)
 - ix. Resilient Design (see sections 1030.30 and Z1020.21 in this Volume and the Specific Project Requirements)

b. Schematic Design Interim Submittal II: Options

The Design Options study allows the Project Team to explore and compare various approaches, testing each to weigh benefits, expose flaws, and challenge assumptions. Even when the range of viable approaches is narrow, this process is critical. While three options are required, the Design-Builder should not limit this study to three if additional ideas warrant exploration likewise, the team should not waste time on options with little merit simply to satisfy this requirement. Ultimately, the Design-Builder is expected to deliver a design that meets the city's needs and satisfies the project's objectives. The study of alternative approaches, conducted collaboratively with the entire Project Team, ensures that the most efficient and cost-effective solutions are adopted.

The Design-Builder is required to prioritize options that do not create impacts on existing structures on adjacent properties and, similarly, do not create potential impacts on the

project due to possible future development on adjacent properties. The siting of buildings on or in proximity to property lot lines should be avoided; where such is unavoidable, the Design-Builder must advise and consult with the Project Team and DDC Law prior to committing to any such scheme.

For projects involving building envelopes, alternative facade and fenestration treatments are to be provided.

Evaluation of Design Options: The Design-Builder must submit the Schematic Design Interim II: Options Report as required below to DDC for review by the Project Team. As noted below, the report must analyze the advantages, disadvantages, annual owning and operating costs for each alternative design scheme, and must include the requirements, restrictions, costs, advantages, and disadvantages of each scheme. Recommendations must be made to DDC and the Sponsor Agency for review and approval. For each of the schemes, provide the following:

- i. Statement of Project Scope (Executive Summary)
- ii. Brief statement of no more than 1-3 pages that describes the overall design intent, including City-wide objectives and Agency initiatives, the community and neighborhood context, and funding sources and scheduling constraints.
- iii. Presentation of Schemes
 1. Cover sheet
 2. Presentation title block information
 3. Presentation Drawings
 - a. Location plans or aerials at the borough and neighborhood level (400' radius from site) – indicate north arrow
 - b. Eight site photographs with key plans – no more than two photographs per page
 - c. Blocking and stacking, massing, and site planning diagrams identifying concepts, key relationships, efficiencies, design opportunities and constraints for each option
 - d. Existing and proposed site plans – indicate scale and north arrow. Existing and proposed site plans must accurately show the sidewalk, curb line, and all features within the right-of-way (street trees, curb cuts, light poles, street furnishings, etc.). Label all streets.
 - e. Existing (if applicable) and proposed building plans, including roof plan and, if applicable, landscape plans – no more than one plan per page, indicate overall dimensions, scale, and north arrow
 - f. Existing (if applicable) and proposed sections – no more than two sections per page, indicate elevation or overall dimensions and scale
 - g. Existing (if applicable) and proposed exterior elevations – no more than two elevations per page, indicate elevation or overall dimensions and scale
 - h. Renderings of exterior, in context, from a pedestrian viewpoint
 - i. Model photographs (if applicable), minimum of (3) views
 - j. Other drawings and materials as needed to present the proposal completely and concisely, such as massing and zoning diagrams, precedent images, and material palettes
 4. Narrative
 - a. Narrative Summary of proposed design options, describing the main features of each and analyzing the specific advantages and

- disadvantages to each option. The report must include a recommendation on a preferred scheme.
- b. Diagrams, narratives, or other means of indicating how each option is in conformance with zoning requirements, building code, Accessibility Standards, in particular the ADA Path of Travel requirements, and other site and building constraints.
 - c. Applicable Regulatory Requirements: Provide a table and/or a narrative that describes how the local laws, executive orders, and similar as described in the Specific Project Requirements Section 1031: Applicable Regulatory Requirements have been addressed in the proposed design. Include all requirements deemed applicable to the design by the Design-Builder including any not listed in the RFP.
 - d. Project Program Matrix: Provide diagrams, a table, and/or a narrative that describes how the Program Elements described in the Specific Project Requirements Section 1020 Project Program have or have not been addressed in the proposed design, including such factors as square footages, adjacencies, and critical performance requirements. Include any proposed program elements not listed in the RFP.
 - e. Project Performance Matrix: Provide a validated "Project Performance Matrix" per Schedule G of Section 3 – General Administrative and Contract Requirements of the Specific Project Requirements. This must indicate the submittal's compliance and/or proposed deviation from the criteria provided, as well as indicate any criteria incorporated from Schedule I: Enhancements or other, as proposed by the Design-Builder.
 - f. Recommended sustainable and resilient design features for each option.
 - g. Percent For Art: If applicable, this process will be introduced during Schematic Design for inclusion in the evaluation of alternative schemes.
 - h. Engineering narratives for each system proposed including usage, concepts, materials requirements, noise control, licensed operating personnel needed, building energy management systems, and life cycle costs (note that these may be applicable to multiple options).
 - i. Preliminary engineering calculations for each option.

c. Schematic Design Final Submittal

The submittal must present further refinement of the scheme selected from Schematic Design Interim II: Options and as directed by DDC. Information previously presented must be updated to reflect additional development of the project design.

i. Statement of Project Scope

1. Executive Summary: Brief statement of no more than 1-3 pages that describe the overall design intent, including City-wide objectives and Agency initiatives, the community and neighborhood context, and funding sources and scheduling constraints.
2. Narrative of the Owner's Project Requirements (OPR) and the Basis of Design (BOD). See Section Z1030.06 Commissioning for a more detailed description of these documents.

- a. Owner's Project Requirements (OPR): While developing the preferred scheme, the Design-Builder must record the primary design objectives and the rationale behind them in the OPR. This document should clearly outline the project goals and the intended operation of the building, including project scope, building use, occupancy information and schedules, budget constraints, energy efficiency goals, verifiable performance criteria, resiliency requirements and operations and maintenance requirements. It must address all systems impacted by the project.
 - b. Basis of Design (BOD): The Basis of Design explains how the proposed design will meet the requirements and expectations outlined in the OPR. It must describe the selected systems and explain anticipated facility operation. The BOD must document the rationale for the design, including codes and standards, direction from the Sponsor Agency, concepts, calculations, design methods, and software used. The BOD must include a history of revisions to the project, explaining the reasons for changes throughout the project phases.
- ii. Presentation of Preferred Scheme:
1. Cover sheet
 2. Presentation title block information
 3. Presentation Drawings
 - a. Location plans or aerials at the borough and neighborhood level (400' radius from site) – indicate north arrow
 - b. Eight site photographs with key plans – no more than two photographs per page
 - c. Existing and proposed site plans – indicate scale and north arrow
 - d. Existing (if applicable) and proposed building plans, including roof plan and, if applicable, landscape plans – no more than one plan per page, indicate overall dimensions, scale, and north arrow
 - e. Existing and proposed exterior lighting plan
 - f. Existing (if applicable) and proposed sections – no more than two sections per page, indicate elevation or overall dimensions and scale
 - g. Existing (if applicable) and proposed exterior elevations – no more than two elevations per page, indicate elevation or overall dimensions and scale
 - h. Renderings of exterior, in context, from a pedestrian viewpoint
 - i. If applicable, plant palette images and plant list
 - j. Model photographs (if applicable), minimum of (3) views
 - k. Exterior Materials and Equipment (note: for PDC submissions this is separate from the required PDC presentation)
 4. Narrative:
 - a. Analysis of existing conditions. Provide narrative descriptions of existing site infrastructure, adjacent structures and related underpinning requirements, existing building structural system and condition, electrical, mechanical, and plumbing systems, fire alarm and/or fire protection systems, and security systems.

- b. Narrative of Proposed Project Design. Provide a narrative of the resolution of program requirements and project criteria per the complete Project Requirements.
- i. Building code and zoning analysis, updated as required, and including a proposed filing strategy.
 - ii. ADA and Accessibility Analysis: The ADA Analysis Narrative must be updated as required to reflect the Preferred Scheme and must include diagrams, narratives, and other means of indicating how each this option is in conformance.
 - iii. Applicable Regulatory Requirements: Provide a table and/or a narrative that describes how the local laws, executive orders, and similar as described in the Specific Project Requirements Section 1031: Applicable Regulatory Requirements have been addressed in the proposed design. Include all requirements deemed applicable to the design by the Design-Builder including any not listed in the RFP.
 - iv. Proposed Site Design: Provide description of site concept plan including ground conditions, storm water management and utility access. Where applicable, an arborist should identify all trees and plant specimens known to be host species of invasive pests, identify invasive plant species, and requirements for street trees.
 - v. New utility service requirements must be described, and connection or service upgrade requests to utilities must be submitted (including load letters and preferred point of entry for new utilities).
 - vi. Project Program Matrix: Provide diagrams, a table, and/or a narrative that describes how the Program Elements described in the Specific Project Requirements Section 1020 Project Program have or have not been addressed in the proposed design, including such factors as square footages, adjacencies, and critical performance requirements. Include any proposed program elements not listed in the RFP.
 - vii. Circulation Study: A diagrammatic circulation study showing horizontal and vertical circulation. The circulation study must include an analysis of ADA Path of Travel requirements, accessible routes and means of egress, a vertical transportation analysis and recommendations for the number of elevators, or escalators, type of elevator systems, and control systems.
 - viii. Project Performance Matrix: Provide a validated "Project Performance Matrix" per Schedule G of Section 3 – General Administrative and Contract Requirements of the Specific Project Requirements. This must indicate the submittal's compliance and/or proposed deviation from the criteria provided, as well as indicate any criteria incorporated from Schedule I: Enhancements or other, as proposed by the Design-Builder.

- ix. Engineering Narratives: Provide for all disciplines applicable to the project such as Structural, HVAC, Fire Protection, Electrical and Fire Alarm, and Plumbing. The Design-Builder must determine if acoustical design is required, including supplemental acoustical testing report and analysis as indicated in Section D: Services of the complete Project Requirements.
 - x. Underpinning: The Design Builder should avoid design solutions that require underpinning of neighboring properties or structures. If the Design-Builder believes that the project's objectives cannot be achieved without underpinning, the Design-Builder must obtain written permission from DDC to proceed with any scheme that requires underpinning. The Design-Builder must include such written permission in the Schematic Design Final Report. Failure to timely notify DDC of underpinning may result in project delays.
- 5. Schedule: The Design-Builder must update the detailed project schedule as approved after the Kick-Off Meeting per Z1020.22. The schedule must remain current during each phase and include any new relevant details
 - 6. Phasing of Construction: The Design-Builder must provide a narrative description and diagrams for proposed phasing and staging, including requirements for swing space as required.
 - 7. Sustainability Deliverables
 - 8. Percent For Art Deliverables.
- iii. Report Appendix
- 1. Documentation of the previously submitted Schematic Design Interim I: Investigation and Schematic Design Interim II: Options Reports.
 - 2. Engineering calculations for all applicable disciplines, including electrical, heating and cooling: Provide preliminary calculations on a square footage basis.
 - 3. Project Meeting Minutes: All meeting minutes, including bi-weekly progress meetings, must be provided as an appendix to the Schematic Design Report
- iv. Drawings
- Schematic Design documents must illustrate the resolution of the program requirements and must be dimensioned and scaled, showing floor-to-floor heights and room sizes. The Design-Builder must demonstrate the design's appropriateness in terms of economic, functional, and aesthetic factors.
- 1. Existing Conditions Drawings: Existing conditions must be surveyed by the Design-Builder. Drawings for all affected areas within the project scope must show areas and elements requiring demolition, salvage, protection, impact upon design, neighboring property access, and integration with the proposed design. Existing conditions site plan must indicate features within the right-of-way adjacent to the project area, including curb line, curb cuts, street trees and tree pits, light poles, and street furnishings. Drawing sets with photographs of existing conditions

in lieu of survey drawings are not acceptable. However, photographs may be submitted alongside acceptable survey drawings.

2. Key Plans: Key plans must adequately describe the project location and orientation.
3. Site Plan: As required by the nature of the project, a site plan must be fully labeled and must indicate materials, physical features and site furnishings, major grading, utilities, property or project limit, easements, buildings or structures on and adjacent to the project, and plantings. The site plan must indicate features within the right-of-way adjacent to the project area, including curb line, curb cuts, street trees and tree pits, light poles, and street furnishings.
4. Floor Plans: Floor plans must be prepared for all floors within the scope of the project. Floor plans must indicate all program spaces. Corridors, stairs, elevators, exits, mechanical chases, and compliance with Accessibility Standards, must be evident.
5. Roof Plan: Roof plans must indicate, at a minimum, the stormwater drainage features, all roof-mounted equipment including strategies for screening from public view, and skylights. Top of roof and top of parapet elevations must be indicated. Requirements for Local Law 92-94 must be identified.
6. Exterior Elevations and Sections: Exterior elevations and building sections must indicate fenestration, entry, access, site features, and materials.
7. Engineering Drawings: Engineering drawings must indicate all disciplines applicable to the project including structural, HVAC, fire protection, electrical and fire alarm system, and plumbing systems, indicating path of services, locations of stacks and risers, and equipment service room space requirements. Drawings must indicate point of entry for utility company services and connections to available services on site.
8. Axonometric Drawing and Perspectives: Axonometric drawings, perspectives, and other sketches must be prepared as necessary to fully illustrate and document all major elements of massing, circulation, and systems design.

2. DESIGN DEVELOPMENT DELIVERABLES

The Design Development Submittal consists of three basic components, the Report, the Report Appendix, and the Drawings. Additionally, miscellaneous deliverables may be required as indicated in the Specific Project Requirements. The Design-Builder must advance the work of the Schematic Design Final Submittal in a coordinated submittal developed for all disciplines and scope required by the complete Project Requirements.

a. REPORT

- i. Executive Summary: The executive summary must identify and explain any differences between the scope of work described in the Agreement and the submitted design.
- ii. Project Fact Sheet with information including, but not limited to, net and gross area, block and lot number, zoning district, Community Board, Council District, and street address. List all applicable codes and laws, design guidelines, or other standards.
- iii. Zoning and Building Code Analysis updated as required to reflect design development

- iv. ADA and Accessibility Analysis: The analysis provided in the Schematic Design Final Submittal must be updated as required to reflect the development of the design and must include diagrams, narratives, or other means of indicating how the design is in conformance.
- v. Applicable Regulatory Requirements updated: Provide a table and/or a narrative that describes how the local laws, executive orders, and similar as described in the Specific Project Requirements Section 1031: Applicable Regulatory Requirements have been addressed in the proposed design. Include all requirements deemed applicable to the design by the Design-Builder including any not listed in the RFP.
- vi. Proposed Project Design, using drawings to appropriate scale and photographs, as required.
- vii. Project Program Matrix, updated: Provide diagrams, a table, and/or a narrative that describes how the Program Elements described in the Specific Project Requirements Section 1020 Project Program have or have not been addressed in the proposed design, including such factors as square footages, adjacencies, and critical performance requirements. Include any proposed program elements not listed in the RFP.
- viii. Project Performance Matrix: Provide a validated "Project Performance Matrix" per Schedule G of Section 3 – General Administrative and Contract Requirements of the Specific Project Requirements. This must indicate the submittal's compliance and/or proposed deviation from the criteria provided, as well as indicate any criteria incorporated from Schedule I: Enhancements or other, as proposed by the Design-Builder.
- ix. Material selections for interior and exterior.
- x. Renderings or Perspectives - or photographs of renderings and models, as appropriate to the project design.
- xi. Engineering Narratives: Provide for all disciplines applicable to the project such as Structural, HVAC, Fire Protection, Electrical and Fire Alarm, and Plumbing, as described in the sections that follow below.
- xii. Hazardous materials narrative indicating probability or known extent of hazardous materials and necessity for abatement.
- xiii. Demonstration of Appendix G compliance if the project is located within a Special Flood Hazard area.

b. REPORT APPENDIX

- i. Warrantees: Provide a validated "Warranties" table per Schedule H of Section 3 – General Administrative and Contract Requirements of the Specific Project Requirements. This must indicate the submittal's compliance and/or proposed deviation from the criteria provided, as well as indicate any criteria incorporated from Schedule I: Enhancements or other, as proposed by the Design-Builder
- ii. Schedule of Values and Schedule per Section Z1020.22 Project Controls.
- iii. Finalized Owner's Project Requirements (OPR) and Basis of Design (BOD). The Design-Builder must update these throughout this phase to reflect ongoing decisions. See Section Z1030.06 Commissioning for a more detailed description of these documents.
- iv. Engineering Calculations: Provide for all disciplines applicable to the project such as Structural, HVAC, Fire Protection, Electrical and Fire Alarm, and Plumbing, as described in the sections that follow below.
- v. Project Meeting Minutes - All meeting minutes, including bi-weekly progress meetings, must be provided as an appendix to the Design Development Report.

c. DRAWINGS

- i. **Landscape Architectural/Civil Engineering Drawings**

1. Landscape architecture drawings, urban design and site development plans
2. Site Plan(s)
3. Architectural Floor Plans
4. Architectural Reflected Ceiling Plans
5. Architectural Exterior Elevations and Building Sections
6. Wall sections, typical for each exterior wall type, including foundations and roof assemblies.
7. Partition types detailed and cross-referenced to floor plans.
8. Preliminary Door Schedule: At a minimum indicating dimensions, operation, fire rating, and material.
9. Interior Elevations, perspectives, and axonometric illustrations
10. Interior Design Drawings:
When indicated in the Specific Project Requirements the Design-Builder must be responsible for various tasks regarding the selection of furniture. "Preliminary Layout Drawings" of furniture and "Coordination of NIC Items are base services, as described below. If directed or required by the Agreement, the Design-Builder must also perform any of the other tasks.
11. Graphic Design and Wayfinding Design, as required and described in the Specific Project Requirements.
12. Vertical Transportation Drawings

ii. Structural Engineering Submittal must consist of the following:

1. Calculations
The Design-Builder must submit a comprehensive set of structural design calculations, including any working drawings or sketches that may be required for their proper supplementation. If analysis software is used for the design of systems or members, DDC may request the submittal of analysis models as part of the review process. A narrative of the input and results for computer-generated calculations for the recommended structural concept should be contained in the calculations as well. All calculations/design notes must be arranged in a logical sequence, with sheets sequentially numbered and properly indexed.
2. Narrative
3. Drawings must consist of the following:
The design must be developed from the approved Schematic Design Final Submittal. The design and the structural systems must have been developed and defined in accordance with the loads tabulated in the loading data. For rehabilitation projects, all structural work must be shown on separate structural framing plans and detail drawings independent of architectural drawings.

iii. HVAC and Fire Protection Submittal must consist of the following:

1. Calculations and Energy Analysis
2. Narrative
3. Drawings
Drawings submitted (site plan, floor plans, flow diagram, and control diagrams) must indicate new systems and existing systems to remain and/or to be modified. Submitting photographs in lieu of drawings showing existing systems is not allowed. However, photographs may be submitted in addition to drawings of existing systems

iv. **Electrical Engineering Submittal must consist of the following:**

1. Calculations
2. Narrative
3. Drawings

v. **Plumbing Engineering Submittal must consist of the following:**

1. Calculations and water analysis.
Water consumption calculations and analysis, including make-up water for HVAC systems, domestic water consumption, and water consumption for irrigation.
2. Narrative.
3. Drawings

vi. **Hazardous Materials Survey Documents**

d. **MISCELLANEOUS**

- i. Models
- ii. Renderings
- iii. Material Boards

3. **CONSTRUCTION DOCUMENT DELIVERABLES**

a. **75% Construction Document Deliverables**

i. **Regulatory Approvals**

All correspondence, applications, objections, approvals, findings, test results, etc. received to date must be submitted with the documents for review. The Design-Builder must submit a status report on all required submittals to the DDC Project Manager showing actual submittal dates, approvals received, and any unresolved issues including any objection issued by the regulatory agency. The Design-Builder must file the project with the Department of Buildings prior to the 75% CD submittal. Refer to Section 1030.06: Regulatory Procedures for additional information.

If applicable, the final PDC review occurs at this phase. Refer to section 1030.03 for additional information.

ii. **Drawings – General**

All drawing submittals, including the work of all required disciplines, must represent a minimum of 75% completion of the final Construction Documents set. The drawing set must be coordinated with no room for unreasonable additional interpretation. The drawings indicated below represent DDC requirements, and do not constitute any limitation on the documentation required to properly contract the construction of the project or limit the Design Builder's liability for errors and omissions. The drawing submittal must meet the following requirements:

1. Use the same names, room numbers, gridlines, column designations, match lines, and drawing orientation throughout the construction drawings for all disciplines and specialties.
2. All Special Inspections and Progress Inspections must be identified on the title sheet or sheets for all trades.
3. The design must meet the latest code provisions for resisting earthquakes. Specify or show details for anchoring and supporting equipment.
4. NYCECC energy analysis and supporting documentation must be provided per DOB requirements for all applicable work.
5. ADA and Accessibility Analysis: Analysis must be updated as required to reflect the development of the design.

iii. **Architectural Documents**

The Architectural and Interior Design Documents as detailed under Design Development deliverables, must be further developed consistent with a minimum 75% level of completion. Contents must include but not be limited to:

1. General Notes Sheet includes General Conditions and DOB notes, project scope, zoning analysis, code analysis, including occupancy and construction classification data and egress plans as applicable. ADA and accessibility compliance diagrams.
 2. Phasing/Staging Plans as applicable.
 3. Site Survey as provided by DDC to be incorporated in the Design-Builder's documents.
 4. Demolition and selective removals plans showing all required removals, extents, limits, and protection.
 5. Site Plan including property line, lot and block, adjacent properties and streets, etc.
 6. Floor and roof plans, including column grid and dimensions.
 7. Building sections and exterior and interior elevations as applicable, with materials shown.
 8. Detailed wall sections and enlarged details.
 9. Wall sections must indicate all wall assemblies, building conditions, insulation materials, ratings, assemblies, and characteristics complete in all details. Indicate fire ratings of walls, partitions, ceilings, shafts, roofs, and structural elements such as columns and slabs. Adjacent construction must be indicated for complete context.
 10. Reflected Ceiling Plans showing all light fixtures, exit signs, air supply diffusers and return grilles, sprinkler heads, and smoke detectors, etc. Material and level changes must be indicated.
 11. Door, Window, and Finish Schedules, at a minimum.
 12. Graphic Design and Wayfinding schedules and details.
 13. Furniture Layouts.
- iv. **Sustainable Design Documents**
 - v. **Resilient Design Documents**
 - vi. **Vertical Transportation Documents as applicable**
 - vii. **Landscape Architecture Documents as applicable**
 - viii. **Civil Engineering as applicable**
 - ix. **Structural Documents as applicable**
 - x. **HVAC and Fire Protection Documents as applicable**
 - xi. **Electrical Documents as applicable**
 - xii. **Plumbing Documents as applicable**
 - xiii. **Hazardous Materials Documents**

b. 100% Construction Documents Deliverables

i. Regulatory Approvals

At this stage of the project all submittals to DOB and other regulatory agencies and utility companies should be completed. All correspondence, approvals, findings, and test results must be submitted with the documents for review and record. The Design-Builder must submit a final status report on all required submittals to the DDC Project Manager showing actual submittal dates, approvals received, and any unresolved issues, including any objections issued by the regulatory agency.

ii. General

All submittals, including drawings and all required disciplines, must show a minimum of one hundred (100%) percent completion, coordination and must include the following requirements:

1. Commissioning specifications. See Sections 1030.60 and Z1090.10
 2. Final NYCECC energy analysis, COMcheck, and Calculations
 3. Project Schedule including construction. See Chapter 04: Project Controls.
 4. Indicate all phasing and Sponsor Agency requirements.
 5. Long Lead Time Items
The Design-Builder must prepare a separate list of all items that require early procurement. These long lead time items, which may significantly impact project duration and coordination, must have previously been discussed during project design.
 6. ADA and Accessibility Analysis: Analysis must be updated as required to confirm the full compliance of the completed design with the Accessibility Standards.
- iii. Technical Specifications**
Technical specifications must be developed to a 100% level of completion for every involved project discipline. The specifications must reflect any changes, revisions, clarifications, or additional information as a result of DDC review comments and recommendations, and all regulatory agency approvals.
- iv. Construction Documents**
The Construction Documents must be completed to 100%. Documents must reflect any changes, revisions, clarifications, or additional information and/or details as a result of DDC review comments and recommendations, and all regulatory agency approvals.
- v. Commissioning Deliverables**
- vi. Sustainable Design Deliverables**
- vii. Resilient Design Deliverables**
- viii. Percent for Art Deliverables**
- ix. Regulatory Approvals**
The Design-Builder must file and prepare applications to DOB and other applicable governing agencies during the construction documents phase. Provide copies of all submitted regulatory agency applications. A complete set of construction documents must be submitted at the 100% Construction Documents submittal to DDC bearing the stamps of approval and be accompanied by all necessary applications, certificates, or permits of all utilities and NYC, NYS, and Federal Agencies having jurisdiction over any phase of the work, not limited to DOB.
- x. Hazardous Materials Documents**
- xi. Schedule of Values**

EXHIBIT E

SOQ Forms

EXHIBIT 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 updated 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.

EXHIBIT 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 **(Select One)**

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.

Entity has never completed a Doing Business Data Form. Fill out the entire form.
 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.
 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

EXHIBIT 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:

Bidder's Certification: (please check one)

- 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

Print Name

Title

State of _____, County of _____,

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

Notary Public: _____

EXHIBIT E-4

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:

EXHIBIT E-5

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 information for each officer of the corporation.

| Position | Name | Years with Co. | % Ownership |
|---------------|------|----------------|-------------|
| CEO | | | |
| President | | | |
| Secretary | | | |
| Treasure/ 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 Owner |
|-------|----------------|
| | |

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 Association | % 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.)

Yes No

If "yes", please explain on a separate page.

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", please explain on a separate page.

10. State gross revenue for each of the last three years:

2019:

2018:

2017:

11. 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 |
|-------------|------------------|------------|
|-------------|------------------|------------|

12. 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 |
|-------------|------------------|------------|
|-------------|------------------|------------|

13. In the last five years has any insurance carrier, for any form of insurance, refused to renew 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.

14. 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)

15. 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.

16. 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 17 and 18) 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)

17. 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).

18. 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 other, please describe: "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).

19. 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.

20. 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.

21. 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.

EXHIBIT E-6

DB Team Qualifications Form

EXHIBIT E-7

Acknowledgement of Addenda Form

Acknowledgement of Addenda

Title of the request for qualifications

PIN

Instructions: The submitting firm is to complete Part I or Part II of this form (CHECK ONE), 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.

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFQ.

| |
|--------------------------|
| Addendum Number 1 dated |
| Addendum Number 2 dated |
| Addendum Number 3 dated |
| Addendum Number 4 dated |
| Addendum Number 5 dated |
| Addendum Number 6 dated |
| Addendum Number 7 dated |
| Addendum Number 8 dated |
| Addendum Number 9 dated |
| Addendum Number 10 dated |

All addenda must be signed and included behind this attachment.

Part II

No Addenda were received in connection with this RFQ.

Submitting Firm Name

Submitting firm's Authorized Representative:

Submitting Firm

Signature

Print Name

Title

EXHIBIT E-8

Personnel Commitment Form

Key Personnel and Additional Personnel Commitment Form

INSTRUCTIONS: List each Key Personnel and Additional Personnel in the matrix below, in accordance with Section 5 and Exhibit B-2. Indicate the amount of time (expressed as a percentage of workload) that each individual will be available to work on the Project during each phase. Indicate by "N/A" where the individual is not proposed to be involved in a particular phase of the Project. For example, if a person would be available 20 hours a week out of a 40-hour work week, indicate 50%.

| | EXAMPLE (%) | Pre-Construction | Design | Construction | Commissioning |
|--------------------------------|-------------|------------------|--------|--------------|---------------|
| Title Name and Firm: | 13 % | | | | |
| Title Name and Firm: | 25 % | | | | |
| Title Name and Firm: | 68 % | | | | |
| Title Name and Firm: | 74 % | | | | |
| Title Name and Firm: | 55 % | | | | |
| Title Name and Firm: | 50 % | | | | |
| Title Name and Firm: | 45 % | | | | |
| Title Name and Firm: | 80 % | | | | |
| Title Name and Firm: | 62 % | | | | |
| Title Name and Firm: | 22 % | | | | |
| Title Name and Firm: | 15 % | | | | |
| Title Name and Firm: | 20 % | | | | |
| Title Name and Firm: | 30 % | | | | |
| Title Name and Firm: | 65 % | | | | |
| Title Name and Firm: | 50 % | | | | |

EXHIBIT E-9

Project Team Summary Form

Project Team Summary Form

INSTRUCTIONS: List each Reference Project in the matrix below, in accordance with Section 5 and Exhibit B-2. To demonstrate experience, additional projects may be listed on this form, up to a total of 15 projects.

For each project, indicate the proposed Major Participants and Key Personnel who participated.

| | | EXAMPLE (X) | | | | | | | |
|---------------------------|-------------------------|-------------|--|--|--|--|--|--|--|
| Major Participants | Firm Name | X | | | | | | | |
| | Firm Name | | | | | | | | |
| | Firm Name | X | | | | | | | |
| Key Personnel | Title Name and Firm: | X | | | | | | | |
| | Title Name and Firm: | X | | | | | | | |
| | Title Name and Firm: | X | | | | | | | |
| | Title Name and Firm: | | | | | | | | |
| | Title Name and Firm: | X | | | | | | | |
| | Title Name and Firm: | X | | | | | | | |
| | Title Name and Firm: | X | | | | | | | |
| | Title Name and Firm: | | | | | | | | |
| | Title Name and Firm: | | | | | | | | |
| | Title Name and Firm: | X | | | | | | | |
| | Title Name and Firm: | X | | | | | | | |
| | Title Name and Firm: | | | | | | | | |

EXHIBIT E-10

Reference Project Information Form

Reference Project Information Form

List each Reference Project in the table below, in accordance with Section 5 and Exhibit B-2.

| Project Name and Location | Firm and Role | Project Size and Type | Construction Value | Substantial Completion Date | Owner Reference (name, title, organization, phone, and email) |
|---------------------------------|-----------------------------------------------|--------------------------------------|--------------------|-----------------------------|----------------------------------------------------------------------------------------|
| Example Project New York, NY | ABC Inc (Design Lead and Architect of Record) | 25,000 SF new building and landscape | \$50,000,000 | January 2020 | Jane Doe, Executive Director, Organization 123-456-7890 janedoe@organization.com |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

EXHIBIT E-11

Reference Project Relevancy Form

Project Relevancy Form

INSTRUCTIONS: List each Reference Project in the matrix below, in accordance with Section 5 and Exhibit B-2. To demonstrate experience, additional projects may be listed on this form, up to a total of 15 projects. For each project, provide the requested information and indicate which attributes are applicable.

| EXAMPLE (X) | | | | | | | |
|-------------|--|--|--|--|--|--|--|
| X | | | | | | | |
| | | | | | | | |
| X | | | | | | | |
| X | | | | | | | |
| X | | | | | | | |
| X | | | | | | | |
| | | | | | | | |
| X | | | | | | | |
| X | | | | | | | |
| X | | | | | | | |
| | | | | | | | |
| X | | | | | | | |
| X | | | | | | | |
| | | | | | | | |
| | | | | | | | |

EXHIBIT E-12

M/WBE PROJECT EXPERIENCE FORM

M/WBE Program Experience Form

Describe Proposer's experience in making good faith efforts to meet M/WBE contract participation goals for past projects by completing the Tables 1-4 below. The Proposer's past M/WBE experience will be evaluated based on a demonstrated record of past compliance with M/WBE regulations. If any of the past projects listed below required DBE goals rather than M/WBE goals, the utilization and record of compliance demonstrating DBE program experience should be used for those projects.

This information should include:

- Demonstrated good faith efforts in having met M/WBE participation goals on past contracts, preferably of similar scope.
- Demonstrated success in conducting outreach efforts/events including collaborating with local resources to allow for increased participation of M/WBEs.
- Documented system of tracking and reporting good faith efforts to solicit M/WBEs proactively and ensure opportunities are communicated effectively.
- Demonstrated experience utilizing a broad spectrum of M/WBEs for work items and as material suppliers in operations that traditionally have been self-performed by contractors.

This Exhibit must be completed for each Principal Participant, Builder and Designer.

Name of Proposer

Name of Firm

Role of Firm

Principle Participant

Designer

Other (describe)

Builder

Table 1 Record of Meeting M/WBE Contract Goals

Provide the information requested below for at least five (5) projects completed within the last 5 years where the firm was the prime contractor or prime consultant, and for which M/WBE participation goals were set. Do not provide more than seven (7) projects. The projects listed on this form may be the same projects as provided in response to Tab 4 of this RFQ. For every contract where the M/WBE participation goal was not achieved, attach a one-page explanation and describe the good faith efforts that were undertaken. Furthermore, for every project listed below provide the final or current Utilization Report.

| Contract Name & Contract Number | Description of work | M/WBE contract goal (%) | M/WBE commit. at Award (%) | Current or Final Attainment (%) (As of the date of SOQ submittal) | Customer Contact Information (Name/ Telephone / Email) |
|---------------------------------|---------------------|-------------------------|----------------------------|-------------------------------------------------------------------|--------------------------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Table 2 Record of M/WBE Outreach

Briefly provide examples of outreach efforts or events that your firm organized/developed which were used to expand the pool of available and interested M/WBEs to work on projects listed in Table 1.

| |
|--|
| |
| |
| |

Table 3 Record of M/WBE Solicitation

Briefly provide examples of effective techniques used by your firm to creatively and proactively solicit M/WBEs for the projects listed in Table 1. Include types and frequency of solicitations as well as your follow-up procedures and response expectations.

| |
|--|
| |
| |
| |

Table 4 Record of M/WBE Practices

1. Indicate whether the firm has a Chief Diversity Officer or other individual who is tasked with diversity initiatives. If yes, provide the name(s), title(s), description of duties, and include any documentation of initiatives performed by this individual or individuals.

| |
|--|
| |
|--|

2. Describe your firm's approach on which work items were identified to be performed by M/WBEs for projects listed in Table 1. Provide examples of non-traditional approaches used to find work items for M/WBEs on projects listed in Table 1.

| |
|--|
| |
|--|

3. Describe your firm's experience in promoting opportunities for M/WBEs through good faith efforts on projects listed in Table 1.

| |
|--|
| |
|--|

4. If applicable, explain your firm's past experience of subcontracting a portion of the "primary work operations" to M/WBEs that your firm would normally perform with your own workforce, in connection with the projects listed in Table 1.

| |
|--|
| |
|--|

New York City Department
of Design and Construction
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Long Island City, Queens
NY 11101

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