



Department of
Design and
Construction

Eric Adams
Mayor

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Commissioner

DESIGN-BUILD

Request for Qualifications



Project Name

FMS ID

PIN

Date

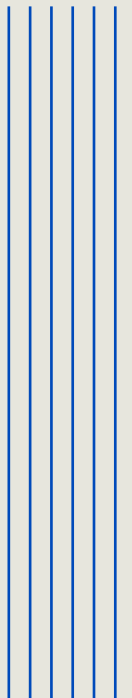
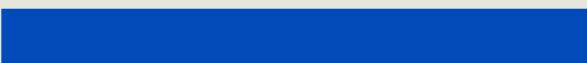


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1. INTRODUCTION

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 (if 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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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/5f9a31c02ee5414c93ce5ce436dbf5a5 |
| 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. Registration is not required https://nycddc.webex.com/nycddc/j.php?MTID=m5d6a0c23278319adcdb4f8d3cde4e8c5 |
| 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 |
|--------------------------------|----------------------|
| RFQ Release Date | 02/01/2022 |
| Pre-Submission Conference | 02/18/22 at 10:00 am |
| Final Date for Receipt of RFIs | 02/24/21 at 4:00pm |

| | |
|---|---------------------|
| Final Date for RFQ Addenda and/or Answers to RFIs | 03/11/22 |
| SOQ Due Date | 03/25/22 at 4:00 pm |
| Short-listed Proposers Announced | 06/06/22 |
| RFP Issued | 06/15/22 |
| Contract Award | 02/23 |
| Notice to Proceed | 03/23 |

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 Management Approach | 20% |
| Key Personnel and Team Organization | 40% |
| Experience and Past Performance | 30% |
| M/WBE Program Experience and M/WBE Approach | 10% |

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 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 shall 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 shall be the first page behind the cover page.

F. Cover Letter

The cover letter shall 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 Receipt of Addenda.** List the Addenda number and date issued and attach a copy of each Addenda cover page signed by the Proposer, using the form provided in 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 and Organization

Provide a brief description of the Proposer's team approach and organization, 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 at <https://www1.nyc.gov/site/ddc/about/dc-excellence.page>.

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.

(8) This project will be Envision rated and must meet Silver or better; must submit approach to attain this rating.

(9) Sustainability / Environmental Evaluation

(10) Approach on Projects involving private utilities and MTA agency coordination.

(11) Projects demonstrating Proposer's ability to minimize construction impacts, particularly dust and noise, on surrounding community, including but not limited to, civic, municipal facilities, schools, businesses and sensitive receptors.

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 Key Personnel have the qualifications, expertise, experience, resources, and competence required to provide design-build services for project assigned under this Contract. Key Personnel are listed in Exhibit B-2 (SOQ Format, Content and Evaluation).

All Key Personnel must meet the Minimum Qualification Requirements described in Exhibit B-2 and the satisfaction of these requirements must be clearly documented in the Key Personnel resumes. Proposers submitting 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 Key Personnel are preferred to have experience on projects of a similar scope and type

as the Project. “Additional Preferred Qualifications” are not required but present an opportunity for Proposers to increase their quality score. Additional Preferred Qualification should be clearly documented in the Key Personnel resumes.

Organization chart must include all major participants and key personnel. Each team member listed on the organization chart must be identified by name and role on the DB Team, along with either text or graphic indication of their firm (i.e., Organization Chart may be labeled or color-coded to differentiate between the various Major Participants and supporting subcontractors or subconsultants).

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). The following information shall 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, 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.

| Line # | Key Personnel Title | Key Personnel Role | Minimum Qualification Requirements | Preferred Qualifications |
|--------|--------------------------------|--|--|---|
| 1 | Design-Build Project Executive | Senior DB Team leader with the authority to contractually bind the company. This individual is the corporate sponsor responsible to commit all necessary resources and resolve potential conflicts. Where a multi phased/ multi-disciplinary project is assigned to the DB team, this individual will provide oversight over the entire design work, and construction of all phases of the Projects awarded to the Design Builder. | N/A | Fifteen (15) years of design or construction experience, including Design-Build or similar integrated or alternate delivery methods |
| 2 | Design-Build Project Manager | 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 DB Project Executive provided he/she meets the qualifications for both titles. | Degree in Engineering or Construction Management | Ten (10) years of experience in design and construction management projects with similar scope of services. Demonstrate satisfactory experience to manage and control the delivery of both design and construction. Demonstrate direct experience in oversight of a design build project or similar integrated or alternate delivery methods. |
| 3 | Design Project Manager | Responsible for the development and implementation of the integrated design work plan to ensure alignment of design deliverables with construction needs. Shall serve as the Design lead ensuring a comprehensive, timely and well-coordinated design work. | Baccalaureate degree, program management, design or procurement, valid NYS P.E. License, Experience in public sector project delivery, management and procurement. NYC experience with Maintenance and protection of traffic (MPT) | 5+ years experience in design-build |
| 4 | Design Project Manager Civil | Reviews all Civil Engineering aspects of the project including but not limited to drawings and specifications ensuring adherence to the latest standards/ codes and engineering practices. | Qualified for ASCE Grade IV, 7+ years as an engineer on infrastructure Projects (highway/sewer/water), Valid NYS P.E. License, NYC experience with MPT | |
| 5 | Conceptual Scheduler | Ensures the project is progressing as planned and in accordance with the original project schedule. Keeps track of the resources, activities, cash flow, delays, critical path and implementation of recovery schedule when necessary. | 5+ years scheduling in a P6 platform | Design Build project scheduling experience |
| 6 | Conceptual Estimator | Responsible for preparing detailed estimate of quantities and costs per the construction | 5+ years estimating in a P6 platform, Infrastructure, | Design Build project scheduling experience |

| | | | | |
|----|--|--|--|--|
| | | drawings. Be able to estimate the production rate for each construction activity; provide separate estimates for both labor and material. | Certified CCEA or CCP or CEP | |
| 7 | Construction Project Manager and Resident Engineer | Responsible for the development and implementation of the integrated construction work plan to ensure alignment with the design intent. This individual will keep track of construction progress, ensuring that the work is proceeding in a satisfactory and timely manner. Responsible for the inspection, supervision, management, coordination and administration of the Project, so the required construction work is properly executed and conforms to the requirements of the construction documents and project requirements. | 7+ years managing Civil infrastructure projects, NYC experience with MPT | 5+ years experience in Design Build projects |
| 8 | Superintendent | Responsible of the overall construction activities and planning of the day-to-day operations/ activities throughout the entire construction duration; coordinates the work sequence/ schedule amongst all involved disciplines/ phases of the project, keeps track of the overall project schedule and the required resources for timely delivery of the project. | 7+ years managing Civil infrastructure projects | 5+ years experience in Design Build projects |
| 9 | Design Senior Civil Engineer | Oversees the engineering design aspects of the project provided by the design staff and making sure that the proposed designs meet the latest applicable standards/ codes and specifications; ensures the design work is complete and that there are no constructability issues. | Baccalaureate Degree; valid NYS P.E. License; experience in public sector project delivery; qualified for ASCE grade V | |
| 10 | Quality Manager | Responsible for quality assurance and quality control, makes sure that the project is constructed in accordance with the latest established specifications and standards | 5 + years construction inspection QA/QC | |
| 11 | Site Safety Manager | Ensures project site safety by enforcing OSHA and other applicable regulations to the fullest extent in order to protect all construction workers, safeguard the general public and ensure safe operation of equipment and all day-to-day construction activities. | 5+ years Safety experience on construction projects, OSHA 40-hour, Certified Safety Professional | |

| | | | |
|----|-----------------|---|--|
| 12 | Office Engineer | ASCE/NICET Grade A-III/N-IV. Baccalaureate degree in engineering from an accredited college AND Five (5) years of experience in construction inspection or management on infrastructure construction projects (highway/water/sewer) | |
|----|-----------------|---|--|

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. Tab 4 may refer to “Required Experience” and/or “Desirable Experience” as stipulated in Exhibit B-2.

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.

To demonstrate Required Experience and Desirable Experience, Proposers must describe reference projects completed within the last ten (10) years or currently under construction. 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. 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.

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 in Exhibit B-2. 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) Number of Reference Projects:

The Proposer must include a minimum of three (3) Reference Projects with a maximum of five (5) Reference Projects.

(2) Required Experience:

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

- (a) The Proposer (Designer and Contractor) must demonstrate recent (within the last seven (7) years, timely completion of at least two (2) projects similar in scope and type to the required work. Such prior projects may have been performed as a prime contractor, subcontractor, or sub-subcontractor.
- (b) The Proposer must indicate experience with schedule oversight, budget management, safety, and QA/QC on demonstration projects.
- (c) Demonstration of Green Infrastructure experience based on latest NYCDEP Requirements
- (d) Demonstrated experience with Infrastructure construction in highly densely populated Municipalities

(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) Experience with Green Infrastructure design and construction using precast porous concrete pavement
- (b) Experience with Private Utility Coordination
- (c) Experience in Community Engagement
- (d) Experience with Protection of "existing" Green Infrastructure Assets
- (e) Familiarity with Manual of Uniform Traffic Control Device (MUTCD)/ Maintenance and Protection of Traffic (MPT) Requirements

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 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: Major Participant 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) Reference Project Description and Images

Provide a description highlighting the salient characteristics of each reference project, including the organization(s) and 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. 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.

v. 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 DBBE program experience should be used for those projects.

It is the goal of the City to use qualified firm 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.

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 _____.

B. Specific Project Requirements

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.

C. 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. DDC does not anticipate that any design check-in will be held at this first CDM. It is anticipated that there will be two (2) additional 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.

ii. **Anticipated Interim Submissions:** No Interim Submissions are anticipated.

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

Project Experience and Past Performance (Tab 4)

| | |
|---|-------------------|
| Project Experience Overview | 1 page |
| Reference Project Information Form (Exhibit E) | 1 page |
| Reference Project Description and Images | 2 pages / project |
| Owner Evaluations (Optional) | No limit |
| M/WBE Program Experience and M/WBE Approach (Tab 5) | No limit |
| M/WBE Program Experience and M/WBE Approach (Exhibit E) | |

B. Document 2: Doing Business Data Form

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

EXHIBIT C

Project Information and Requirements

PROJECT INFORMATION AND REQUIREMENTS

TABLE OF CONTENTS

| | |
|--|----------|
| 1. Summary of Project Information and Requirements | 2 |
| <i>Project Sponsor</i> | <i>2</i> |
| <i>End User.....</i> | <i>2</i> |
| <i>Project Summary.....</i> | <i>2</i> |
| <i>Project Location.....</i> | <i>2</i> |
| <i>Project Goals and Objectives</i> | <i>2</i> |
| <i>Anticipated M/WBE Goals</i> | <i>2</i> |
| <i>Preliminary Project Budget.....</i> | <i>2</i> |
| <i>Anticipated Project Schedule/ Schedule Constraints</i> | <i>2</i> |
| <i>Project Funding</i> | <i>2</i> |
| <i>Site Description</i> | <i>2</i> |
| <i>Community and Neighborhood Context</i> | <i>2</i> |
| <i>Environmental Review/Acquisition Information & Status</i> | <i>2</i> |
| <i>LPC/PDC Review</i> | <i>3</i> |
| <i>Percent for Art</i> | <i>3</i> |
| <i>City's Consultant Support Team/Conflicts of Interest.....</i> | <i>3</i> |
| 2. Additional Information Appended to this Exhibit C | 4 |

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 | Department of Environmental Protection (DEP) |
| End User | City of New York |
| Project Summary | ROW Green Infrastructure installation (design and construction) using Precast Porous Concrete Panels (approximately 30,000 LF): Stages 1, 2 & 3 of Phase 4 of the OH-015 Gravesend Bay CSO Tributary Area |
| Project Location | Brooklyn; CSO Tributary Area OH-015; Limits of 11 th Ave. NW, 68 th , 70 th , and 72 nd streets SW, and Bay Parkway SE |
| Project Goals and Objectives | Improve water quality via implementation of green infrastructure |
| Anticipated M/WBE Goals | 30% for design work 30% for construction work |
| Preliminary Project Budget | The total value of the DB Agreement for the Project is anticipated to be no greater than: Approximately: \$27 Million |
| Anticipated Project Schedule/ Schedule Constraints | 1095 CCDs |
| 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. |
| Site Description | Residential city streets with on-street parking |
| Community and Neighborhood Context | Community Boards – Brooklyn 10 and Brooklyn 11 |
| Environmental Review/Acquisition | Environmental Assessment performed; Type 2 CEQR determination. |

| | |
|---|--|
| Information & Status | |
| LPC/PDC Review | Not Required. |
| Percent for Art | Not required |
| City's Consultant Support Team/Conflicts of Interest | <p>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 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> <p>Hardesty & Hanover and AKRF (H&H/AKRF JV), Matrix New World, Wesler Cohen Assoc, Starr Whitehouse</p> <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> |

SCOPE OF WORK:

GKOH15-DB – – Installation of Green Infrastructure via Precast Porous Concrete Pavement

This Green Infrastructure capital project will construct Precast Porous Concrete Pavement at the locations indicated in item 2 below.

2. Additional Information Appended to this Exhibit C

Additional information relevant to the Project, including maps and reports.

Figure 1: GKO15-DB Locations

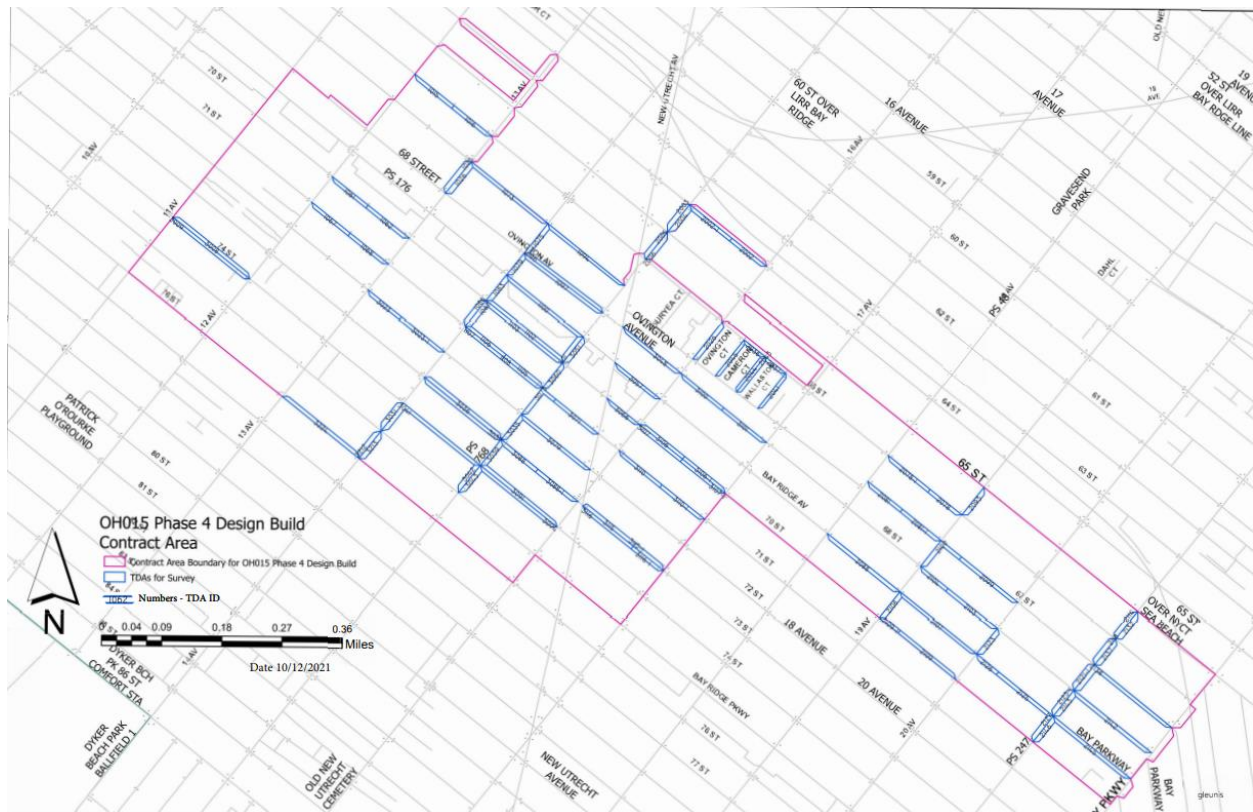


Table 2: GKOH15-DB Locations

| GKOH15-DB | Tributary Drainage Area (TDA) ID Numbers |
|--|--|
| 66th Street between 12th Avenue and 13th Avenue | 1015 |
| | 1016 |
| 13 Avenue between 67 Street and Ovington Avenue | 1025 |
| | 1026 |
| 70th Street between 12th Avenue and 13th Avenue | 1061 |
| | 1062 |
| 71st Street between 12th Avenue and 13th Avenue | 1067 |
| | 1068 |
| 67th Street between 13th Avenue and 14th Avenue | 1073 |
| 14th Avenue between 67th Street and Ovington Avenue | 1075 |
| 14th Avenue between Ovington Avenue and Bay Ridge Avenue | 1079 |
| 14th Avenue between Bay Ridge Avenue and 70th Street | 1083 |
| 14th Avenue between 70th Street and 71th Street | 1086 |
| | 1087 |
| 67th Street between 14th Avenue and 15th Avenue | 1094 |
| Ovington Avenue between 14th Avenue and 15th Avenue | 1096 |
| | 1097 |
| Bay Ridge Avenue between 14th Avenue and 15th Avenue | 1100 |
| 15th Avenue between Bay Ridge Avenue and 70th Street | 1101 |
| 70th Street between 14th Avenue and 15th Avenue | 1102 |
| | 1103 |
| 71st Street between 14th Avenue and 15th Avenue | 1105 |
| | 1106 |
| | 1107 |
| | 1108 |
| 64th Street between 15th Avenue and 16th Avenue | 2002 |
| | 2002-1 |
| 15th Avenue between 64th Street and 65th Street | 2003 |
| | 2004 |
| 15th Avenue between 65th Street and 66th Street | 2005 |
| | 2006 |
| 16th Avenue between 66th Street and 67th Street | 2026 |
| 66 Street between Ovington Ct and Cameron Ct | 2036 |
| 66th Street between Cameron Court and Wallaston Court | 2037 |
| Wallaston Ct between 66th Street and 67th Street | 2041 |
| Cameron Ct between 66th Street and 67th Street | 2043 |
| | 2044 |
| Ovington Ct between 66th Street and 67th Street | 2045 |

| | |
|--|--------|
| 66th Street 18th and 19th Avenue | 2078 |
| | 2078-1 |
| 67th Street 18th Avenue and 19th Avenue | 2081 |
| | 2081-1 |
| Bay Ridge Avenue from 18th Avenue to 19th Avenue | 2088 |
| 19th Avenue between 65th Street and 66th Street | 2093 |
| 67th Street between 19th Avenue and 20th Avenue | 2099 |
| | 2100 |
| 68th Street between 19th Avenue and 20th Avenue | 2103 |
| 68th Street between 19th Avenue and 20th Avenue | 2104 |
| Bay Ridge Avenue from 19th Avenue to 20th Avenue | 2107 |
| 19th Avenue between Bay Ridge Avenue and 70th Street | 2108 |
| 70th Street between 19 Avenue and 20 Avenue | 2109 |
| | 2109-1 |
| 21th Avenue between 65st Street and 66th Street | 2114 |
| | 2132 |
| 21th Avenue between 66th Street and 67th Street | 2118 |
| | 2137 |
| 20th Avenue between 68th Street and Bay Ridge Avenue | 2123 |
| Bay Ridge Avenue between 20th Avenue and 21st Avenue | 2125 |
| | 2126 |
| | 2127 |
| 21st Avenue between Bay Ridge Avenue and 70th Street | 2146 |
| | 2121-1 |
| 21st Avenue between 67th Street and 68th Street | 2138 |
| | 2138 |
| 67th Street between 21st Avenue and Bay Parkway | 2142 |
| 68th Street between 21st Avenue and Bay Parkway | 2123-1 |
| 21st Avenue between 68th Street and Bay Ridge Avenue | 2143 |
| | 2145 |
| Bay Ridge Avenue between 21st Avenue and Bay Parkway | 3008 |
| | 3009 |
| 72nd Street between 13th and 14th Avenue | 3023 |
| | 3023-1 |
| 14th Avenue between 74th Street and Bay Ridge PY | 3031 |
| | 3041 |
| 15th Avenue between 72nd and 73rd Street | 3035 |
| 73rd Street 14th Avenue and 15th Avenue | 3036 |
| | 3037 |
| 15th Avenue between 73rd and 74th Street | 3039 |
| 74th Street between 14th and 15th Avenue | 3041 |
| 15th Avenue between 74th Street and Bay Ridge PY | 3042 |
| | 3043 |

| | |
|---|--------|
| Ovington avenue between New Utrecht avenue and 16th Avenue | 3048 |
| 15th Avenue between Bay Ridge Avenue and 70th Street | 3051 |
| Bay Ridge Avenue between New Utrecht Avenue and 16th Avenue | 3057 |
| 15th Avenue between 70th Street and 71st Street | 3060 |
| 70th Street between New Utrecht Avenue and 16th Avenue | 3066 |
| 71st Street between 15th Avenue and New Utrecht Avenue | 3071 |
| | 3073 |
| 15th Avenue between 71st Street and 72nd Street | 3073 |
| 72nd Street between 15th Avenue and New Utrecht Avenue | 3079 |
| 73rd Street between 15th Avenue and 16th Avenue | 3088 |
| | 3088-1 |
| 74th Street between 15th Avenue and 16th Avenue | 3091 |
| | 3094 |
| 68th St between 16th abd 17th Avenue | 3100 |
| | 3101 |
| 70th Street between 16th Avenue and 17th Avenue | 3106 |
| | 3107 |
| | 3106-1 |
| | 3107-1 |
| 71st Street between 16th Avenue and 17th Avenue | 3110 |
| | 3110-1 |
| 73rd Street between 16th Avenue and 17th Avenue | 3115 |
| | 3116 |
| | 3115-1 |
| | 3116-1 |
| 14th Avenue between Bay Ridge Parkway and 76th Street | 3212 |
| | 3213 |
| 76th Street between 13th Avenue and 14th Avenue | 3224 |

EXHIBIT D

Summary of Select DBA Commercial Terms

SUMMARY OF SELECT DBA COMMERCIAL TERMS

A form of design-build agreement (“**DBA**”) will be released no later than the issuance of the RFP for the Project. In recognition of the shift that DDC is making from design-bid-build to Design-Build, DDC is crafting a wholly new form of agreement for its Design-Build portfolio. Vendors should not expect that the DBA will reflect a fusion of DDC’s standard form of professional contract and the City’s standard construction contract. 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 the DDC or the City of New York, and are subject to change by the DDC, in its sole discretion, at any time during the RFQ or subsequent RFP phases.

| A. CONTRACT PRICE, ALLOWANCE AMOUNTS | | |
|---|--|--|
| 1. Contract Price | <p>The Design-Builder and DDC will enter into a fixed price, lump sum, date-certain design-build agreement under which payments to the Design-Builder will be made pursuant to monthly progress payments based on a percentage of Work completed and paid against and agreed schedule of values (the “Lump Sum Amount”, with the Allowance Amounts (<i>defined in A.2 Allowance Amounts below</i>) in the aggregate, the “Contract Price”).</p> <p>It is anticipated that the RFP for the Project will require Proposers to submit a proposed schedule of values and payment schedule.</p> | |
| 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, the DDC is considering including certain specified amounts for the funding of definable costs associated change proposal costs in certain circumstances (e.g., owner requested change proposals), economic price adjustments for certain labor and materials, differing site conditions, incentive provisions, and other non-fixed items (the “Allowance Amounts”). • Unused Allowance Amounts – To the extent included in the DBA, each Proposer will be required to include specified Allowance Amounts in its Proposal’s Contract Price, subject to adjustment to reflect any unused portions of such amounts. Unused Allowance Amounts will be retained by DDC and the Contract Price will be reduced accordingly at an appropriate time. | |
| 3. Mobilization Payment | <p>The Design-Builder will be entitled to payment for mobilization as a set percentage of the Lump Sum Amount, upon DDC approval of an acceptable requisition for the mobilization payment. The mobilization payment may include costs for certain Work completed prior to the DBA’s execution (conditions and limitations to be included in the DBA), such as design work completed during the proposal phase, and the cost for certain long-lead materials and equipment, initial design fees, insurance costs, performance</p> | |

A. CONTRACT PRICE, ALLOWANCE AMOUNTS

| | | |
|--|--|--|
| | | bond and payment bond costs, and general conditions costs, all as to be detailed in mobilization specifications for the Project. |
|--|--|--|

B. DESIGN & CONSTRUCTION GENERALLY, WARRANTY PERIOD AND INSURANCE

| | | |
|----|---|---|
| 1. | Design & Construction | <p>The Design-Builder will be responsible for the overall design and construction of the Project in accordance with the DBA and any allowance approvals, change orders, amendments, record drawings and construction documents (the “Contract Documents”).</p> <p>As part of the Design-Builder's obligation to perform the design and construction Work, the Design-Builder must furnish all materials, equipment, labor, installations, demolition (where applicable), engineering, site safety and security, construction management, quality management and controls, and other Work necessary and appropriate to ensure the Project is operational as of the guaranteed completion date(s) in accordance with the performance criteria and technical requirements in the Contract Documents.</p> |
| 2. | Flexibility to Utilize “Fast Track” Construction Practices | <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</p> <p>DDC intends to include provisions that provides flexibility to the Design-Builder in organizing its design process and construction schedule, subject to applicable law, guaranteed completion dates for substantial and final completion and any other completion milestones identified in the RFP, and any stated restrictions on site access or site activity set forth in the RFP.</p> <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. | Standard of Care & Warranties | <p>The Design-Builder will warrant to the DDC that:</p> <ul style="list-style-type: none"> (i) all design Work performed under the Contract Documents, including that performed by its Subcontractors and manufacturers, will be completed in accordance with the requirements of the Contract Documents, and will be performed in accordance with the standard of care, skill and diligence as would be provided by an engineering or architecture firm experienced in supplying similar services |

B. DESIGN & CONSTRUCTION GENERALLY, WARRANTY PERIOD AND INSURANCE

| | | |
|----|------------------|---|
| | | <p>nationally in the U.S. to entities owning projects of similar technology, complexity and size to that of the Project;</p> <p>(ii) all construction Work (including all materials and equipment furnished as part of the construction Work) will be (A) completed in accordance with the requirements of the Contract Documents; (B) new, unless otherwise specified in the Contract Documents; (C) of good quality, undamaged and in conformance with all requirements of the Contract Documents; and (D) free of all defects in materials and workmanship. The completed Project must perform its intended functions as explicitly described or implied in the Contract Documents; and</p> <p>(iii) the final design documents, the final construction documents, the record drawings and all other records required under the DBA will be (A) accurate and complete; (B) in conformance with all requirements of the Contract Documents; and (C) accurate in their reflection of the Project's condition as of final completion.</p> <p>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> <p>The Design-Builder must, at its cost, promptly and completely correct any defects and nonconforming Work.</p> <p>Additional terms and conditions will be detailed in the DBA.</p> |
| 4. | Insurance | DDC anticipates permitting, but not requiring, a contractor controlled insurance program for the Project. Other market-standard insurance provisions will also be included in the DBA. |

C. DDC OVERSIGHT AND QUALITY CONTROL / ASSURANCE

| | | |
|----|---|---|
| 1. | The DDC's Right to Review and Inspect and Design-Builder Quality Assurance and Quality Control | <ul style="list-style-type: none"> • DDC Oversight Rights - The DDC will have right to review, inspect and monitor the Work in the ordinary course and heighten such oversight in the event of a breach or default by the Design-Builder. The DDC also expects to take responsibility for performing certain special inspections for the Project, as further described in the RFP. • Design-Builder QA/QC Obligations - Notwithstanding the DDC's inspection and monitoring rights, the Design-Builder will have full responsibility for quality assurance and quality control on the Project |
|----|---|---|

C. DDC OVERSIGHT AND QUALITY CONTROL / ASSURANCE

| | | |
|--|--|---|
| | | 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. |
|--|--|---|

D. PERFORMANCE SECURITY

| | | |
|----|---|--|
| 1. | Performance Bond & Payment Bond | The Design-Builder will be required to deliver a performance bond and payment bond for the Project in an amount equal to 100% of the Contract Price, on or prior to, the DBA's agreement date. DDC will utilize the City's standard form of payment and performance bonds. |
| 2. | Retainage | <p>As security for the Design-Builder's performance, the DDC will retain 5% from each payment (each, a "Retainage Amount") until substantial completion. Alternatively, in lieu of the DDC's retention of the Retainage Amount, the Design-Builder may post a retainage bond, letter of credit or other liquid security as may be approved by the DDC in an amount equal to 5% of the Contract Price. The DDC may apply a portion of the total Retainage Amounts or liquid security that it holds or are made available to it at any time to cover any of the DDC's costs or losses incurred due to any Design-Builder breach or default or other reason stated in the DBA.</p> <p>At substantial completion, the DDC will release and return to the Design-Builder the total Retainage Amounts that it holds, less 200% of any amounts estimated by the DDC (in consultation with the Design-Builder) to be necessary to secure the Design-Builder's completion of all remaining Work required for final completion.</p> <p>In addition, DDC plans to include provisions in the DBA for the earlier release of Retainage Amounts back to the Design-Builder for discrete packages of Work (e.g. upon completion of all Design Work for the benefit of the Designers) or for the benefit of certain smaller Subcontractors, as further detailed in the DBA.</p> |
| 3. | Closeout and Warranty Performance Security | As security for the Design-Builder's faithful performance of closeout and warrant Work, at substantial completion, the Design-Builder will be required to deposit a value equal to 1% of the Lump Sum Amount with DDC, to be released at final completion of the Work. |
| 4. | Guaranty | DDC may require the Design-Builder to furnish a guaranty from an approved guarantor, which guarantor must be identified if required during the RFQ or RFP phase, as applicable. The DBA will include a standard form of guaranty agreement in which the guarantor guarantees 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 on, or before, the DBA's agreement date. |

E. HAZMAT AND THIRD-PARTY COORDINATION

| | | |
|----|--|---|
| 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 the DDC and the Design-Builder:</p> <p>(i) the Design-Builder will be deemed the sole generator and arranger under 40 C.F.R., Part 262 with respect to any hazardous materials brought to the Project site by the Design-Builder or Design-Builder Party or released by the Design-Builder or any Design-Builder Party; and</p> <p>(ii) the DDC or its designee will be deemed the sole generator and arranger under 40 C.F.R., Part 262 with respect to any hazardous materials removed from the Project site for disposal that are expressly not the responsibility of the Design-Builder under the DBA.</p> <p>Additional details and terms will be included in the RFP.</p> |
| 2. | Utilities and Other 3rd Party Interfaces | <ul style="list-style-type: none"> • Generally - The Design-Builder will be responsible for obtaining at its cost, all utilities that it requires to undertake and timely complete the Work, all in accordance with the general conditions. The DDC may assist, as reasonably requested by the Design-Builder, in coordinating and communicating with any utilities relevant to the Project. • Utility Relocations - The Design-Builder may be responsible for coordinating and causing all necessary utility relocations within the project scope. The Design-Builder will be required to fulfill this responsibility by coordinating directly with utilities to perform such utility relocations. The Design-Builder must preserve the integrity and maintain the ability of the City or third-party utility owners (or their respective contractors and suppliers) to use and operate utilities that are not required to be relocated. |

F. EVENTS IMPACTING SCHEDULE AND COST

| | | |
|----|----------------------------|--|
| 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 which are consistent with Design-Build best practice and are beyond the control of the Design-Builder ("Relief Events"), except to the extent attributable to either (A) any breach of (i) the DBA, (ii) applicable law, or (iii) any agreement with a utility owner or any governmental approval or (B) any negligence, recklessness or willful misconduct, in each case, by the Design-Builder, any Principal Participant,</p> |
|----|----------------------------|--|

F. EVENTS IMPACTING SCHEDULE AND COST

| | | |
|----|---------------------------------------|--|
| | | <p>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>DDC anticipates including typical Compensable Relief Events, each to be set forth in the DBA and 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 at the Project site, and material interference in the Design-Builder’s Work by the City or its separate 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, 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 Conditions Site | <ul style="list-style-type: none"> • DDC Site Investigation Work – The DDC’s project management consultant is currently performing detailed site investigations of the Project site. These site investigations may include surveys of the existing conditions, geotechnical borings, utility surveys, asbestos testing and other similar investigations. To the extent legally permissible, the DDC anticipates providing any such relevant information to each of the Short-listed Proposers during the RFP phase. • Design-Builder Responsibility – <p>Notwithstanding the DDC’s advance site investigations, the Design-Builder will be required to undertake all tests, inspections and investigations of the Project site (including additional geotechnical evaluations, hazardous materials or utility studies) as the Design-Builder deems necessary to perform its obligations under the DBA.</p> <p>The Design-Builder will also represent and warrant in the DBA that it has familiarized itself with the Project site, its physical conditions, including all site conditions, normal and usual soil conditions, roads, the existence of obstacles to performing the Work, the availability and presence of utilities, topographical conditions and air and water quality conditions, the location and character of existing or adjacent work and structures, the surrounding locations and other general and local conditions (including equipment and labor), based on the documents made available during 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> |

F. EVENTS IMPACTING SCHEDULE AND COST

| | | |
|----|-------------------------|--|
| 3. | Scope Validation | <p>The DDC anticipates including a “Scope Validation Period” in the DBA, with the reasonable duration set forth in the DBA, but generally not less than one hundred twenty days from DDC’s issuance of a notice to proceed.</p> <p>The precise time period for the Scope Validation Period and the specific unknown conditions for which the Design-Builder will be limited in making Compensable Relief Event claims to the Scope Validation Period, are still being assessed by the DDC; however, the DDC anticipates that they will largely be selected based on (i) the DDC’s lack of certainty regarding such condition, (ii) the potential impact discovery of such condition would have on the overall critical path and (iii) the amount of time reasonably necessary to discover any such conditions.</p> |
|----|-------------------------|--|

G. SUBCONTRACTING

| | | |
|----|---|--|
| 1. | Subcontracting | <p>The DBA will include provisions limiting subcontracting to only Subcontractors that have been approved by DDC in writing. The DDC may grant its approval subject to reasonable conditions and may rescind its approval of a Subcontractor in accordance with the terms of the DBA.</p> <p>If a Subcontractor fails to perform its Work in accordance with the DBA, the Design-Builder must perform the Work itself or through other approved Subcontractors.</p> <p>The Design-Builder must retain or cause to be retained only Subcontractors that are qualified, experienced and capable of performing the portion of Work to be performed by that Subcontractor at least in accordance with best management practice.</p> <p>The Design-Builder will be fully responsible under the DBA for the acts and omissions of all Subcontractors performing any work or services in relation to the Work, as if they were the acts and omissions of the Design-Builder. All Subcontractors identified in the SOQ must be carried forward as the Subcontractors performing the Work under the DBA, except where expressly authorized by the DDC to replace any such Subcontractor for good cause.</p> |
| 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 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 the DDC.</p> |

| H. LEGAL ISSUES | | |
|-----------------|--|--|
| 1. | Indemnification | The Design-Builder will be required to release, defend, indemnify and hold harmless the City of New York and its respective officials, employees, agents and authorized representatives. |
| 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 the DDC and the Design-Builder from the commencement of the Work. The focus of the partnering provisions will be to resolve all differences at the lowest levels before they advance to formal disputes. • Dispute Resolution - It is the goal of the 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 DDC is considering implementing 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 dispute review boards, 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. |

EXHIBIT E

SOQ Forms

EXHIBIT E

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

Doing Business Data Form

Doing Business Data Form

To be completed by the City agency prior to distribution

Agency 850 Transaction ID 8502022SE0018P

Check One

☒ Proposal ☐ Award

Transaction Type (check one)

☐ 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

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.

(Select One)

- ☐ 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

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

☐ This position does not exist

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

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

☐ This position does not exist

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

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

☐ This position does not exist

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

Iran Divestment Act

IRAN DIVESTMENT ACT COMPLIANCE RIDER

FOR NEW YORK CITY CONTRACTORS

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

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

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

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

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

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

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

[Please Check One]

BIDDER'S CERTIFICATION

- ☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-A of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

SIGNATURE

PRINTED NAME

TITLE

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

Notary Public Date

Section Break →

EXHIBIT E

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.)

Year 1:

Year 2:

Year 3:

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):

Year 1:

Year 2:

Year 3:

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

Year 1:

Year 2:

Year 3:

EXHIBIT E

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 | | | |
| Treasurer/CFO | | | |
| Other (Title) | | | |
| Other (Title) | | | |
| Other (Title) | | | |
| Other (Title) | | | |

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

| Owner | Years as 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", explain on a separate page.

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

2020: \$

2019: \$

2018: \$

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 "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

DB Team Qualifications Form

DB Team Qualifications Form

Major Participants

Major Participants must be Licensed and/or Certified in accordance with RFQ Sections 4.4 and 7.4. On the form below, provide license/certification numbers, and affix behind this form copies of such licenses and/or certifications.

| Firm | Type of Services | COA # | DOB License # |
|------|------------------|-------|---------------|
| | | | |
| | | | |
| | | | |

Personnel

List all Key Personnel and Other Personnel indicated in RFQ Exhibit B.

| Name | Title | Years of relevant experience* | Education (List Degree Earned) | NYS License # | Certifications and/or Required Experience** |
|------|-------|-------------------------------|--------------------------------|---------------|---|
| | | | | | |
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| | | | | | |

* Indicate the years of relevant experience in accordance with Exhibit B.

** Indicate fulfillment of any additional Minimal Qualification Requirements stipulated in Exhibit B (e.g. for Sustainability Specialist, list LEED Certification and the number of LEED V4 projects and LEED Gold projects directly managed).

Note: Affix Licenses and Certificates of Authorization

Certification

By Signing the line below, the submitting firms representative certifies that the information contained within this form is true.

SUBMITTING FIRM

SIGNATURE

PRINTED NAME, TITLE

EXHIBIT E

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 # 1 dated _____
Addendum # 2 dated _____
Addendum # 3 dated _____
Addendum # 4 dated _____
Addendum # 5 dated _____
Addendum # 6 dated _____
Addendum # 7 dated _____
Addendum # 8 dated _____
Addendum # 9 dated _____
Addendum #10 dated _____

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:

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT E

Personnel Commitment Form

PERSONNEL COMMITMENT FORM

INSTRUCTIONS: List each Key Personnel and Other Personnel in the matrix below, in accordance with Exhibit B. 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%.

[illegible]

EXHIBIT E

Project Team Summary Form

PROJECT TEAM SUMMARY FORM

INSTRUCTIONS: List each Reference Project in the matrix below, in accordance with Exhibit B. 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.

[illegible]

EXHIBIT E

Reference Project Information Form

REFERENCE PROJECT INFORMATION FORM

List each Reference Project in the table below, in accordance with B.

| | 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 | | | | | | |

New York City Department
of Design and Construction
30-30 Thomson Avenue
Long Island City, Queens
NY 11101

Visit us at nyc.gov/ddc

