Department of Design and Construction

CM-BUILD

Request for Qualifications

Department of Design and Construction Request for Qualifications of CM-Build Services for Queens Museum Renovation

Project Names / FMS ID's

Queens Museum Renovation / PV291-QM2

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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 a highly qualified Construction Manager ("**CM**") to provide Construction Management-Build ("**CM-Build**") services for the Projects described in **Exhibit C (Project Information and Requirements)**. DDC will select the most 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, 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.

In 2024, the New York State Legislature amended the New York City Public Works Investment Act ("**Act**") and authorized DDC to award CM-Build contracts for certain public works within the City.

The Act authorizes DDC to use CM-Build for public works with an estimated value above $5,000,000 if the public work is for the construction or renovation of:

A. a cultural institution located on publicly owned property on behalf of the New York City Department of Cultural Affairs; or
B. a public library in the City of New York.

The Act requires that DDC utilize a two-step procurement process for CM-Build contracts; a request for qualifications followed by a request for proposals to short-listed vendors. The Act also requires that DDC select the proposal that provides the "best value" to the City, taking into consideration the qualifications and experience of the proposer, the quality of the proposal, and the cost of the proposal.

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 two-step procurement process that DDC will undertake to award the CM-Build Agreement (CMA) 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 and issuance of Addenda. Key dates and information about SOQ submission, pre-submission conferences and/or site visits, 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 CM-Build projects.

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 CM-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 (Compliance with Applicable Laws) and Section 9 (Complaints)** 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 (Design and Construction 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 of the Project, including goals and objectives, a description of the scope of the Project, and CM responsibilities, with available reports and documents appended.

xiii. **Exhibit D (CM-Build Agreement Term Sheet)** provides a 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 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 highly qualified Proposers who are interested in bidding for the construction management services 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 from the submissions. DDC intends to assign (at its sole discretion) a Short-lists, of no more than three Proposers, for each Project and/or site.

C. Short-list

i. DDC intends to publish the Short-list per project 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://designbuild.ddcanywhere.nyc/

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 for each project. 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 ultimately be required to submit Proposals in response to the final RFP.

C. Selected Proposer

DDC will evaluate the Proposals received for each project in response to the RFP and will select as the Selected Proposer, the Proposer whose Proposal is deemed by the City, in the City's sole discretion, 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 as described in the subsequent RFP.

2.4 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 CM Teams will not be permitted by any member of a CM Team, unless expressly authorized by DDC.

B. Conflicts Between CM Teams

No Major Participant, including their employees, or Key Personnel may be a member of, or participant in, more than one CM Team, either during any Step I or Step II. Additionally, subject to compliance with sub-Section C (Communication Between CM Teams), below, CM Team members that are not Major Participants, employees of the same, or Key Personnel may be on one or more CM Teams.

C. Communication Between CM Teams

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

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

ii. a Proposer's CM Team member may communicate with a Subcontractor (that is not a Major Participant) that is on both its CM Team and another Proposer's CM 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 CM Teams) and (C) (Communications Between CM Teams) above, neither a Proposer nor its CM 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 CM 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 CM 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, collaborative dialogue meetings or other meetings, may not be relied upon for purposes of this RFQ, unless confirmed in writing by DDC's Designated Representative.

F. PASSPort

All documents related to this procurement will be posted on PASSPort: https://passport.cityofnewyork.us/page.aspx/en/rfp/request_browse_public

Proposers are advised to monitor updates regularly in PASSPort. 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 CM Team members with any Proposer for the Project. SOQs and Proposals that include Consultant Support 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 and Requests For Information ("**RFIs**") submitted in writing by Proposers regarding this RFQ, including requests to correct errors. All such RFIs must be submitted using the link provided in Exhibit B unless otherwise in provided in this RFQ.

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 RFIs received by the deadline for Proposer questions or clarifications specified for the Project in **Exhibit B (Procurement Information and SOQ Requirements)** will be addressed by DDC.

D. Responses to RFIs

Responses to Proposer RFIs submitted in connection with this RFQ will be disseminated by posting on PASSPort and available to all Proposers (except for confidential RFIs or certain Proposer-specific RFIs – which are not broadly applicable). Responses to Proposer RFIs will not be e-mailed or mailed directly to any Proposer. Proposers will be solely responsible for independently searching PASSPort 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 PASSPort 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 PASSPort. If Addenda are posted, DDC may send e-mail notifications to potential Proposers that have registered and downloaded documents directly from PASSPort. DDC is not responsible if potential Proposers fail to receive notification of posted Addenda. Proposers are advised to visit PASSPort regularly to check for Addenda. DDC will seek to ensure that the final Addendum will be posted on PASSPort 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 with 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 Short-listed candidate will be notified officially in writing. 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 CM Team. Between the time of Short-listing and award of the CM-Build 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 CM-Build Agreement.

3.7 Changes in CM Team

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

The RFQ may require Proposers to identify Major Participants, Key Personnel and other CM Team members in the SOQ. CM Team members identified in the SOQs submitted by Proposers are required to remain intact for the duration of the procurement and the resulting CM-Build Agreement. The scoring of CM 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. CM Team Changes

i. A Short-listed Proposer may propose substitutions to DDC for its approval for substitute CM Team members; however, such changes will require written approval by DDC, in its sole discretion. Proposers should carefully consider the make-up of its CM 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 CM-Build Agreement.

ii. Requests for changes to the Proposer's CM 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 CM 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 a Project. Only Proposers who demonstrate a capability to complete the Work for a Project in its entirety will be considered eligible to be included on a Short-list. DDC seeks CMs who are dedicated, responsive and collaborative, exemplifying Design and Construction 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 CM-Build 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 CM Team, its Major Participants or its Key Personnel.

4.4 Pass/Fail SOQ Evaluation Factors

. 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:

A. Legal

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

B. Compliance with RFQ & Satisfaction of Fundamental Requirements

1. Proper identification of CM 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)**.

C. 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.

D. Legal Compliance Requirements

A Proposer's ability to comply with the provisions of articles 145, 147 and 148 of the New York State Education Law, as applicable, and past record of compliance with the New York State Labor Law. Submission of proof of appropriate or required licenses or authorizations for any CM 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 in its SOQ. If information is not accurate and complete, the Proposer's SOQ may be considered non-responsive. If, in DDC's sole discretion, DDC determines information in a Proposer's Proposal requires clarification, DDC may 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 clarification 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 in accordance with Section 5.2 (Appeals of Non-Responsibility and Non-Responsive Determinations by ACCO) below, 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 that was not Short-listed. Any unsuccessful 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 CM 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 CM 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 PASSPort. 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 CM 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 CM Team and other Proposer(s) or member of their CM 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 CM-Build Agreement, nor does it obligate DDC to pay for any costs incurred in preparation and submission of the SOQs or in anticipation of a CM-Build 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 CM-Build 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 CM-Build 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 CM 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 CM-Build 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 CM 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 RFP step, 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. 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 CM 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** –While no final determination has been made at this RFQ stage, the anticipated M/WBE participation goal is set forth in **Exhibit C (Project Information and Requirements)**. Final M/WBE participation goal 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 CM'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 CM-Builder's failure to comply with the M/WBE obligations in the CM-Build Agreement.

C. Collaborative / Partnering M/WBE Process

i. The City will set the final M/WBE participation goal in the RFP. Based on the refinements in the Project's scope, 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 CM-Build Agreement to the Selected Proposer, DDC and the CM-Builder will work collaboratively to implement the CM-Builder's M/WBE utilization plan for the duration of the Project. Specifically, during the period in which the CM-Builder is soliciting and entering into subcontracts, the CM-Builder will exercise good faith efforts to achieve the M/WBE participation goals based on the Project's further-advanced scope and release of construction documents.

iii. Following the award of the CM-Build Agreement, the CM-Builder will have the opportunity to request DDC to consider full or partial modifications to the M/WBE participation goals and the CM-Builder's M/WBE utilization plan, after the CM-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 CM-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 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 CM 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 CM-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 CM-Build 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.

B. All Persons participating in the CM-Build Agreement, including those members of the CM Team responsible for construction management 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 CM-Build 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/title8/education-law/article-145/7210

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. Pursuant to Labor Law 220-I, contractors must be registered with the New York State Department of Labor Contractor and Subcontractor Registry https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing prior to submitting bids/proposals on public works projects covered by Article 8 of the Labor Law.

G. 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 CM 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 CM-Build Agreement. 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 CM-Build 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 CM-Build Agreement.

B. The subsequent RFP and the resulting CM-Build Agreement, if any, unless otherwise stated or except as otherwise required to carry-out the requirements in this RFQ, the subsequent RFPs or any CM-Build 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://www.nyc.gov/site/regulations/ppb.page

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 CM-Build 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 in the Questionnaire in PASSPort 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 sign and verified Bidders Certification.

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 CM 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 CM 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.

"CM-Build" means a project delivery methodology by which a single CM-Builder has responsibility for construction management services and construction of the project under a single CM-Build agreement.

"CM-Build Agreement" means the written agreement between DDC and the CM-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 CM-Build Agreement whether actually inserted or not.

"CM" means the Proposer selected pursuant to the RFP that enters into the CM-Build Agreement with DDC to provide construction management services and construct the Project.

"CM 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).

"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 CM-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 and each Principal Participant.

"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, 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 CM-Builder as required by the Contract Documents, including all efforts necessary or appropriate to achieve final acceptance of the Project and to fulfill the CM-Builder's warranties. In certain cases, the term is also used to mean the products of the Work.

Department of Design and Construction

EXHIBIT A

Design and Construction Excellence

Exhibit A: Design and Construction 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 Design and Construction 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.

Design and Construction 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 Design and Construction 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 Design and Construction Excellence in the public realm as characterized by the following overarching concepts:

Design and Construction 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.

Design and Construction 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.

Design and Construction 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.

Design and Construction 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.

Design and Construction 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 Design and Construction 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.

Department of Design and Construction

EXHIBIT B

Procurement Information and SOQ Requirements

EXHIBIT B: PROCUREMENT INFORMATION AND SOQ REQUIREMENTS

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1. PART B-1: PROCUREMENT INFORMATION & SCHEDULE

A. General Information

DDC's Designated Representative	DDC's Designated Representative identified below is Proposers' single point of contact and source of information for the procurement. **Jurate Hassan, Senior Contract Manager** **Kimberly Acham, Contract Manager**
Requests for Information (RFIs)	Proposers may submit RFIs in accordance with Section 3.4 (Proposer Questions). RFIs will only be accepted in writing delivered to the following link: https://forms.cloud.microsoft/g/KBDN6XPYsQ
Statement of Qualifications (SOQ) Submission Location	SOQs must be submitted no later than the SOQ Due Date. DDC is accepting SOQ submissions as follows: ☒ **Electronic copies only**, as follows: SOQs must be submitted by uploading them to **PASSPort**; please see instructions in the system for the project.
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: ☒ **Via Microsoft Teams conference**: https://teams.microsoft.com/meet/294947206267454?p=mmxF7xcn1sYFneFmyr Meeting ID: 294 947 206 267 454 Passcode: KT9BZ9a9 **Dial in by phone** **+1 646-893-7101,** United States, New York City Phone conference ID: 652 923 829# **Join on a video conferencing device** Tenant key: **cityofnewyork@m.webex.com** Video ID: 114 455 189 3 **Registration is NOT required to attend.**
Number of Proposers to be Short-listed	DDC will short-list no more than the following to participate in Step II of the procurement (the RFP): **Three (3)**

B. Procurement Schedule & Activities

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

Activities	Timeline
Pre-Submission Conference	10/29/2026 1:00 PM
Final Date for Receipt of RFIs	11/05/2026
RFI Answers Released	11/12/2026
SOQ Due Date	11/20/2026 2:00 PM
Short-listed Proposers Announced	12/18/2026
RFP Issued	December 2026
Contract Award	2nd Quarter 2027
Notice to Proceed	3rd Quarter 2027

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 (Pass/Fail SOQ Evaluation Factors) 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
Project Experience and Past Performance [Tab 2]	40%
Key Personnel and Team Organization [Tab 3]	60%

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

E. M/WBE Scoring Preference

In ranking proposers by technical merit, a preference of five percent (5%) of the total technical points earned will be applied to all proposers that are City M/WBEs or State-certified M/WBEs before ranking proposers by technical merit.

For State M/WBE certification consultants should visit the New York State Contract System at https://ny.newnycontracts.com/.

For City M/WBE certification consultants should visit the NYC Small Business Services (SBS) website at https://www1.nyc.gov/nycbusiness/description/minority-and-womenowned-business-enterprise-certification-program-mwbe.

For Joint Ventures to receive City M/WBEs preference

The definitions of "Joint Venture" and "Qualified Joint Venture agreement" as defined in Admin Code Section 6-129(c)(24) and 6-129(c)(30) are provided below.

> *(24) A "Joint Venture" (JV) means an association, of limited scope and duration, between two or more persons who have entered into an agreement to perform and/or provide services required by a contract, in which each such person contributes property, capital, effort, skill and/or knowledge, and in which each such person is entitled to share in the profits and losses of the venture in reasonable proportion to the economic value of its contribution.*
>
> *(30) A "Qualified Joint Venture agreement" means a joint venture between one or more MBEs, WBEs, and/or EBEs and another person, in which the percentage of profit or loss to which the* ***certified*** *firm or firms is entitled or exposed for participation in the contract, as set forth in the joint venture agreement, is at least 25% of the total profit or loss*.

Three scenarios for those proposing as a Joint Venture:

- If the Qualified Joint Venture is certified prior to the **submission** deadline, they can get the benefit of the 5% technical point preference.
- If the Qualified Joint Venture is made up of firms that are already themselves **individually** certified, the JV can get the benefit of the 5% technical point preference.
- If the Qualified JV is in part made up of non-certified firm(s), then the JV can **NOT** get the benefit of the 5% technical point preference.

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2. PART B-2: SOQ SUBMITTAL REQUIREMENTS

A. General

i. Deadline

All Statement of Qualifications (SOQ) must be received at the location set forth in Part B-1 (Procurement Information and Schedule), no later than SOQ Due Date. SOQ 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 THREE separate PDFs:

(a) Statement of Qualifications (SOQ)
(b) Doing Business Data Form (DBDF)
(c) NYSDOL Public Works Contractor Registry

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

(3) SOQs will not be opened publicly.

iii. PASSPort Requirement

(1) Major Participants of 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://www.nyc.gov/site/mocs/passport/about-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 THREE 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 (including all Major Participants), file name, SOQ due date, and Project ID as follows:

(i) Proposers Name – SOQ-YY.MM.DD-Project ID
(ii) Proposers Name – DBDF-YY.MM.DD-Project ID
(iii) Proposers Name- NYSDOL-YY.MM.DD-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-20.01.21-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 will not be counted against the Proposer's page limit.

C. General Content Requirements

i. Outline of SOQ

Proposers must submit all required information specified in this RFQ. Any information provided in the SOQ that the Proposer considers proprietary must be clearly marked as such and easily separated from the submission. Unmarked information will be considered public domain.

ii. Brief & Concise Information

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

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

D. Cover Page

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

Proposer's Legal Name
Legal Name of all Major Participants
Proposer's Address
Project Name
Project ID
SOQ Due Date

E. Table of Contents

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

F. Cover Letter

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

i. Full contact information for the person(s) authorized to contractually bind the proposer.

ii. Email addresses for the Proposer's Designated Representative and up to two additional points of contact. Correspondence related to the RFQ will be delivered to these email addresses only.

iii. An email address and telephone number for the Proposer where potential subcontractors may reach the Proposer if interested in doing business with the Proposer on this Project. This information will be included on DDC's short-list announcement if the Proposer is selected for the Short-list.

G. Fundamental Qualifications (Tab 1)

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

i. SOQ Checklist. Provide a completed copy of the SOQ Checklist and Page Limits provided in Part B-4.

ii. Equal Opportunity Employer Statement. Provide a copy of the Proposer's Equal Opportunity Employer Statement or a summary of the Proposer's equal opportunity policy.

iii. Safety Questionnaire. Provide a completed Safety Questionnaire. Use the form provided in Exhibit E. Any Experience Modification Rate greater than 1.0 may be considered non-responsive.

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

v. Acknowledgement of Addenda. Provide a completed Acknowledgement of Addenda, listing the date issued. Use the form provided in Exhibit E. In addition, attach a copy of each Addenda cover page signed by the Proposer.

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. In addition, the joint venture shall provide a letter of willingness (see questionnaire in PASSPort). 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 CM-Build 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.

viii. M/WBE Certification Document. If the proposing vendor is a NYS and/or NYC M/WBE certified entity, then the proposer shall provide copy(ies) of their NYS and/or NYC certification document.

ix. Doing Business Data Form. Complete the Doing Business Data Form provided in Exhibit E and submit the same as a separate PDF file.

x. NYSDOL Public Works Contractor Registry. Pursuant to Labor Law 220-I, contractors must be registered with the New York State Department of Labor Contractor and Subcontractor Registry (https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing) prior to submitting bids/proposals on public works projects covered by Article 8 of the Labor Law. Vendors should submit their NYSDOL certificate as a separate PDF file. **Note that failure to provide this certification may be grounds for being found**

non-responsive.

H. Project Experience and Past Performance (Tab 2)

The purpose of Tab 2 is to demonstrate that the CM, including Major Participants and Key Personnel, has the project experience and record of performance required to provide CM-Build services for the Project.

To demonstrate Preferred Experience and Desired Experience, Proposers must describe reference projects completed within the last seven (7) years or currently under construction. The reference projects should collectively represent the work of the Construction Manager.

Preferred and Desired Experience may be met by any of the reference projects and may reflect the work of any of the CM team members.

DDC will short-list only the most highly qualified Proposers, and Proposers can maximize their qualitative score by assembling a team with the full breadth of both Preferred Experience and Desired Experience.

The following information must be provided:

i. Project Experience Overview

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

(1) A clear, definitive statement of the number of years the Proposer and key team members have been in the business of providing construction management services.

(2) A general description of the team's collective experience in CM-Build, and other alternative project delivery methods, including similar projects. If key members of the team do not have experience in CM-Build, 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 the designer and construction manager on similar projects under the CM-Build project delivery approach and the Proposer's approach to developing a fixed and guaranteed scope, schedule, and price collaboratively with a project owner and its design team.

(3) Information on any innovative phasing, procurement, and construction approaches incorporated in these projects.

(4) Approach to QA/QC.

(5) Approach to schedule management.

(6) Approach to stakeholder and/or community engagement during the construction process.

ii. Preferred and Desired Experience

(1) Number of Reference Projects:

The Proposer must include a minimum of three (3) Reference Projects with a maximum of five (5) Reference Projects. Reference projects are required and if not submitted you may be deemed as non-responsive.

(2) Preferred Experience:

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

(a) The Proposer must demonstrate recent (within the last seven (7) years), timely completion of at least two (2) projects similar in scope to the required work. The remaining reference project(s) may be under construction and/or different in scope to the required work. Such prior projects may have been performed as a construction manager, prime contractor, and/or subcontractor.

(b) The Proposer shall indicate experience, from pre-construction to closeout, with schedule oversight, budget management, safety, and QA/QC on demonstration projects.

(c) The Proposer shall demonstrate prior experience with projects requiring compliance with: NYC DOB, FDNY, DOT, DEP, and other regulatory agencies.

(d) The Proposer shall demonstrate experience managing procurement and contract negotiations, including executing contracts, subcontractor selection, and change order resolutions.

(e) The Proposer shall have experience managing project in occupied or urban environments, including logistics planning, traffic management, and community outreach.

(3) Desired Experience:

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

(a) At least two (2) major renovation projects of existing public, cultural or institutional buildings, including spaces intended for public assembly, exhibition or archival use

(b) Experience delivering projects within historic settings, including coordination with multiple stakeholders and sensitivity to site constraints, familiarity with the New York City Public Design Commission (PDC) requirements, including coordination, filings, and approvals for work involving designated or historic properties

(c) Experience with restoration, rehabilitation, or integration of historic or character-defining elements within an existing structure

(d) At least one (1) project involving building envelope rehabilitation, including façade restoration and/or window replacement within an existing structure

(e) At least one (1) project involving major MEP system replacement within an occupied or constrained existing building, demonstrating coordination of new systems within existing conditions

(f) Experience coordinating phased construction and/or working within constrained or partially occupied sites, including maintaining public access or adjacent operations

(g) Demonstrated use of BIM and construction coordination tools for renovation projects involving multiple trades and existing conditions

(h) Experience demonstrating knowledge of NYC Codes, OSHA Regulations, and industry best practices applicable to renovation, interior demolition, and cultural facility requirements

(i) Demonstrated experience involving climate-controlled environments in museums or similar cultural/institutional settings, including maintaining strict temperature and humidity requirements, coordinating with specialized MEP systems

(4) The following information must be provided:

(a) **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.

(b) **Reference Project Relevancy Form**

Provide a completed Reference Project Relevancy Form, included with Exhibit E, which should demonstrate the extent to which the reference projects included in the submission satisfy the "Preferred Experience" and/or "Desired Experience" criteria. Though not required, the Proposer may add additional lines to the form to highlight other relevant characteristics of the reference projects.

(c) **Reference Project Description and Drawings/Images**

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

(i) Project Data

a. Project name
b. Project location (city, state, country)
c. Project type (dominant use and/or sector)
d. Project value (initial and final construction cost)
e. Project size (if applicable, provide square footage of scope or work relative to the entire project area)
f. Substantial completion date and overall project duration
g. Project delivery method (e.g. design-bid-build, design-build, CM-Build, etc.)
h. Project team: Firm and role of proposed team members (e.g. "ABC Inc. as Construction Management Firm")

(ii) Project Description

Provide a description highlighting the salient characteristics of each reference project, including the role(s) of the Proposer, the project delivery method, the project scope and objectives, the construction management approach, and any major project challenges. **Explain how experience gained from this project will provide value to DDC**. Where applicable, include information about the role and responsibilities of involved Key Personnel and other personnel. In addition, describe how the team:

a. Managed the schedule and budget. Describe any schedule and/or budget challenges that arose and how the team worked to resolve issues, including value engineering as required. 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.

b. Managed the quality of construction. Describe constructability challenges that arose and how the team worked to resolve issues and proactively manage potential constructability challenges with the designer.

c. Managed project permitting and regulatory approvals. Describe the strategy for obtaining permits and regulatory approvals, the challenges and/or constraints that arose, and how the team worked to resolve issues.

d. Developed and implemented risk management on a project, including risk identification, assessment and mitigation.

e. Developed, implemented, and maintained a site safety management plan. Describe how safety issues were addressed on the project.

f. Approached claims prevention, including how change order requests were managed and addressed to help minimize project claims and control costs in a timely and comprehensive manner. Provide information on the claims filed on the project, such as the number of claims overall and background information on the cost and type of each claim.

g. Ensured prevailing wage compliance, including protocols for monitoring certified payrolls, verification methods and reporting tools as well as identifying and remediating potential labor law compliance concerns.

h. Achieved the project's sustainability goals. Describe sustainability practices and how they measured against the project's sustainability goals.

i. Utilized innovative processes that facilitated project delivery. Describe specific software tools and/or other techniques used.

j. Demonstrated a commitment to Design and Construction Excellence as described in Exhibit A.

k. Managed project close-out. Describe the strategy for an efficient close-out process and project turnover.

(iii) Project Drawings and/or Images

Provide drawings and/or images that efficiently describe the project and scope of work being presented by the team. This may include a site plan, ground floor or other floor plans, building elevations or sections, and photographs of the constructed interior, exterior, and site.

iii. Owner Evaluations

For each reference project included in Tab 2, 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 of a specific 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.

I. Key Personnel and Team Organization (Tab 3)

The purpose of Tab 3 is to demonstrate that all required personnel, including Key Personnel, have the qualifications, expertise, experience, resources, and competence required to provide CM-Build services for the Project. Requirements of personnel are listed in subsection v below.

The Proposer must propose the Key Personnel titles required to perform the services for the Project.

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, as applicable.

The following information must be provided:

i. Team Introduction

Provide a narrative introducing all Key Personnel.

ii. Team Organization Chart

Provide an organization chart showing the team structure and relationship, including Key Personnel and other roles that will be required to complete the work. The organizational chart must clearly indicate the name of each required personnel, their role on the team, and their firm affiliation. The organizational chart should be labeled or color-coded to identify supporting subcontractors or subconsultants.

iii. Project Team Summary Form

Provide a completed Project Team Summary Form, included in Exhibit E, showing recent and relevant projects that members of the 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 Key Personnel, 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 2 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.

iv. Resumes of Key Personnel

Provide resumes for proposed Key Personnel, indicating the individual's technical qualifications, area of expertise, and years of experience. Resumes should be limited to Key Personnel; additional resumes should not be provided and will not be reviewed. All submitters must use the resume template included in Exhibit E.

v. Key Personnel Commitment Form

Provide a completed Key Personnel Commitment Form, included with Exhibit E, that includes the name of each Key Personnel and their proposed participation on the Project, by phases.

3. PART B-3: RFP LOOKAHEAD

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

The design documents are complete and will be shared during the RFP phase. Any available design information at that time, and supporting materials, will be provided to the Short-listed Proposers.

A. In-Market Process

i. Key Personnel

The Step II RFP will contain requirements for additional Key Personnel. These Key Personnel may be expected to participate in the Collaborative Dialogue Meeting ("**CDM**") process.

ii. Collaborative Dialogue Meetings

DDC anticipates that CDMs may be held with each Short-listed Proposer. If the procurement anticipates a CDM, following the release of the RFP, the in-market process will begin with one CDM, the purpose of which is for Short-listed Proposers to comment on and ask questions about the RFP, RFP process, and form of CM-Build Agreement offered to Proposers.

In the event there is a CDM, the requirements including attendance by 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.

B. Technical Proposal

It is expected that the Step II Technical Proposal will include a proposed technical approach, execution plan, M/WBE approach, schedule, management strategy, and team qualifications and experience.

C. Construction Management-Build Agreement

A draft of the CM-Build Agreement is expected to be made available to the Short-listed Proposers in connection with the issuance of the RFP. The CM-Build Agreement Term Sheet is included with the RFQ as Exhibit D.

[Remainder of the page intentionally left blank]

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
☐ Safety Questionnaire (Exhibit E)	3 pages (additional pages if applicable)
☐ Conflicts of Interest	1 page
☐ Acknowledgement of Addenda Form (Exhibit E) (include a copy of each Addenda cover page signed by the Proposer)	1 page (additional pages if applicable)
Letter of Commitment from Surety	No limit
☐ Legal Structure	1 page (additional pages if proposing as JV)
☐ M/WBE Certification Document (if applicable)	No limit
☐ Project Experience and Past Performance (Tab 2)	
☐ Project Experience Overview	1 page
☐ Reference Project Information Form (Exhibit E)	1 page
☐ Reference Project Relevancy Form (Exhibit E)	1 page
☐ Reference Project Description and Drawings/Images	2 pages/project
☐ Owner Evaluations (Optional)	No limit
☐ Key Personnel and Team Organization (Tab 3)	
☐ Team Introduction	1 page
☐ Team Organizational Chart	1 page (11x17 is acceptable)
☐ Project Team Summary Form (Exhibit E)	Up to 2 pages
☐ Resume Template (Exhibit E)	3 pages /person

☐	Key Personnel Commitment Form (Exhibit E)	Up to 2 pages

B. Document 2: Doing Business Data Form

Contents	Page Limit
☐ Doing Business Data Form (Exhibit E)	No limit

C. Document 3: NYSDOL Public Works Contractor Registry

Contents	Page Limit
☐ NYS DOL Certificate	No limit

Department of Design and Construction

EXHIBIT C

Project Information and Requirements

PROJECT INFORMATION AND REQUIREMENTS

TABLE OF CONTENTS

1. Summary of Project Information and Requirements 2

2. Additional Information Appended to this Exhibit C 4

1. Summary of Project Information and Requirements

This RFQ is being issued concurrently with the 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 CM for CM-Build services for the Project.

Project Sponsor	Department of Cultural Affairs (DCLA)
End User	Queens Museum
Project Summary and Existing Conditions	The Queens Museum Renovation project consists of an interior, exterior, and site work upgrades of the existing approximately 132,000 SF New York City Building facility located in Flushing Meadows Corona Park in Corona, NY. Originally built in 1939 for the World's Fair and designed by architect Aymar Embury III, the building remains an important historic and cultural asset, retaining original 1939 interior stairwells with terracotta tiles and serving as the gateway to the park facing the historic Unisphere. The existing facility has un-upgraded HVAC equipment on the north side with recurring leaks causing damage to offices, galleries, and studios below, outdated restrooms installed in 1990 suffering from equipment failures, 75-year-old stairwells in need of restoration, and cramped storage lacking proper climate control for a collection of more than 30,000 objects. The project aims to achieve museum-wide climate control to recognize museum-world standards, improve system reliability and full accessibility, accommodate increasing school trips and public programming, and protect the building from further decay while preserving its historic character and meeting the increased demand of its audience.
Project Location	80-01 Grand Central Parkway, Flushing Meadows, Corona Park, Corona, NY 11368
Project Goals and Objectives	The goal of the Queens Museum Renovation is to complete a second phase of the master site recreation, bringing all public spaces to fruition and modernizing the historic 1939 World's Fair building to meet the increased demand of its users. The project will address critical building deficiencies by upgrading the north side HVAC control system to a single unified computerized Building Management System (BMS) to efficiently control temperature and humidity to museum standards. The scope also entails the following: Waterproofing, fully accessible restroom replacements, restoration of the original interior stairwells, repairs to spaces damaged by recurring leaks, new classrooms, workshop spaces, and a secure, climate-controlled art storage vault to safeguard a collection of more than 30,000 objects, including the integration of an area for a children's museum. All work is to consider preserving the historic character of the building and improving comfort, full accessibility, acoustic separation, and visitor amenities. Overall, the project will ensure a resilient, high-performing cultural facility that continues to support the Queens Museum's mission of providing accessible educational initiatives, a vast schedule of public programming, and community events.

Anticipated M/WBE Goals	30% for CM-Build services. Disaggregated M/WBE breakdown: 10% unspecified 10% Black 10% Hispanic
Preliminary Project Budget	The total value of the CM-Build Agreement for the Project is anticipated to be no greater than: Approximately: $62.9 Million
Anticipated Project Schedule/ Schedule Constraints	900 CCDs, from issuance of the Notice to Proceed to Final Completion
Project Funding	The Project is funded with: ☒ City funds
Site Description	One location in Corona, NY; the surrounding area is a parkland within the Flushing Meadows Corona Park, major cultural and historic infrastructure including the Grand Central Parkway, neighborhood commercial uses, community facilities, and local pedestrian activity.
Community and Neighborhood Context	Community Boards which may be affected depending on locations of work completed are the following: Queens Community Board 81
Environmental Review/Acquisition Information & Status	Environmental Review is not required
LPC/PDC Review	LPC is not applicable PDC is applicable
Percent for Art	Not Applicable
City's Consultant Support Team/Conflicts of Interest	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 CM Team. Proposers may not include the services of the following firm(s): • LEVENBETTS Architecture, D.P.C • Nasco Construction Services Inc. • Tillotson Design Associates • Robert Silman Associates Structural Engineers, D.P.C • Cerami & Associates, Inc. • Architectural Preservation Studio, D.P.C • IROS Elevator Design Services

	• M.G. McLaren Engineering and Land Surveying, P.C. • Plus Group Consulting Engineering, PLLC • William Vitacco Associates, LTD • The Milbourne Group Consulting Engineers Inc Proposers utilizing firms identified above will be disqualified from participating on this Project and may be found non-responsive pursuant to PPB 2-07.

SCOPE OF WORK:
PV291-QM2 – Queens Museum Renovation

The Queens Museum Renovation consists of an interior, exterior, and site work renovation of the existing approximately 132,000 square foot New York City Building facility located in Corona, NY. The scope of work is intended to complete the second phase of a master site recreation, modernize building systems, ensure full ADA accessibility, create dedicated educational and art storage spaces, and address critical facility deficiencies such as un-upgraded mechanical equipment and recurring water leaks. The renovation will provide a single unified computerized Building Management System (BMS) for museum-wide climate control and targeted envelope and interior restorations to preserve the historic 1939 World's Fair building while improving operational efficiency, visitor amenities, and occupant comfort. The scope of work also includes the integration of a Children's Museum. The renovation of the existing facility will be undertaken in phases while the museum remains open to the public, with construction areas segregated from public access.

The scope includes the following:

- Fit-out and buildout of new educational and programmatic spaces, including:
  - 5,500 SF space for the Family Art Lab multipurpose learning and research area
  - Two (2) new educational classrooms on the second-floor southeast mezzanine
  - Two (2) new educational workshop areas on the north mezzanine, including new sinks and counters
  - Specialized art storage facilities, including 2,600 SF secure, climate-controlled art storage vault equipped with a convertible rack system
- Replacement and modernization of major building systems, including:
  - HVAC control system upgrade to be compatible with a single unified computerized Building Management System (BMS)
  - New kitchen exhaust systems and HVAC recalculations to support new glass and partition layout
  - AV/IT package providing wireless internet coverage, full audio/video capabilities, and VOIP phone system upgrade
- ADA accessibility upgrades, including the complete replacement and full accessibility renovation of four (4) north side restrooms and path-of-travel enhancements
- Assessment and rehabilitation of exterior structural and envelope elements, including:
  - Waterproofing of remaining penthouse areas to prevent water leakage into galleries, offices, and studios
  - Restoration of limestone columns at the east plaza entrance colonnade o Replacement of exterior door sets throughout the building
- Interior restorations to address building deficiencies and historic character, including:
  - Restoration of original 1939 interior stairwells featuring historic red, white, and blue terracotta tiles
  - Installation of a full-height glass enclosure on the mezzanine level for acoustic separation between gallery and back-of-house areas o Extension of the north side

panoramic partition wall to the ceiling

- Technology, infrastructure, and visitor amenity upgrades, including:
    - Fit-out of catering and café food prep space including a walk-in cooler, dropped ceiling, and refrigerated food waste dumpster
    - Installation of display casework for the second-floor World's Fair Gallery
    - Installation of a comprehensive interior accessible and directional room signage package
- Implementation of museum-wide climate control to recognize museum-world standards compliant with NYC capital project requirements
- Execution of all construction work in a phased sequence within an operational facility while open to the public

Department of Design and Construction

EXHIBIT D

CM-Build Agreement Term Sheet

CM-BUILD AGREEMENT TERM SHEET

CM-Build Agreement will be released no later than the issuance of the RFP for the Project. This document provides a summary of commercial and legal terms which DDC anticipates including in a CM-Build Agreement between the Construction Manager and DDC for the 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 actual terms of the CM-Build Agreement released in connection with any Project's RFP.

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

SUMMARY OF SELECT CM-BUILD AGREEMENT PROVISIONS FOR CM-BUILD SERVICES FOR QUEENS MUSEUM EXPANSION PROJECT

This document provides a summary of select commercial terms which the New York City Department of Design and Construction ("**DDC**") anticipates including in a Construction Management-Build Agreement (the "**Agreement**") between a Construction Manager and DDC procured in connection with this Request for Qualifications ("**RFQ**") in relation to the project described in the RFQ (the "**Project**") and in the relevant Project specific request for proposals ("**RFP**").

A form of the Agreement will be released no later than issuance of the RFP for the Project. It is the intent of DDC to request written comments to the Agreement from shortlisted proposers as part of the RFP process for the Project. DDC also expects to allocate portions of the collaborative dialogue meeting(s) to be scheduled during the RFP process to discuss the Agreement with shortlisted proposers.

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 relevant Agreement released in connection with any Project specific RFP. Additionally, the terms included in this document are not final or binding on DDC or the City of New York, and are subject to change by DDC, in its sole discretion, at any time during the RFQ or subsequent RFP phases.

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

No.	Topic	Description
1. OVERVIEW OF PHASING		
1.1.	**Preconstruction Phase**	The Construction Manager will commence the Preconstruction Services upon DDC issuing a Notice to Proceed after execution of the Agreement by the Construction Manager and DDC. A detailed description of the Preconstruction Services is set out in Section 2.1 (Preconstruction Services). It is anticipated that all Preconstruction Services will be completed within a to be determined period of time based on the complexity of the Project and whether it is a "**Category A Project**" (i.e., the design is already 100% complete at the time of procuring the Construction Manager) or a "**Category B Project**" (i.e., the Construction Manager is being procured during, or concurrent with, the early design development).
1.2.	**Construction Phase**	Once the Construction Manager, following DDC's approval, has executed a subcontract or work order for a package of Construction Work, that package will transition to the Construction Phase, and the Construction Manager will provide

No.	Topic	Description
		Construction Management Services (which will include Postconstruction Services). A detailed description of the Construction Management Services is set out in Section 3.1 (Construction Management Services). Subject to the approval of DDC, in its sole discretion, the Construction Manager may (but is not required to) also perform Construction Work.
2. PRECONSTRUCTION PHASE WORK (Phase 1)		
2.1.	**Preconstruction Services**	The below scope and duration of the "**Preconstruction Services**" will be tailored for the particular Project. For example, the scope and duration for projects where the design is already 100% complete at the time of procuring the Construction Manager (Category A Projects) will be less than projects where the Construction Manager is procured during the early design phase (Category B Projects). The Preconstruction Services include, but are not limited to: • design-assist, including reviewing and commenting on design documents to optimize construction, cost, quality and schedule and confirming code compliance, including Americans with Disabilities Act compliance, among others; • creating, maintaining, and regularly updating a risk register; • performing a constructability analysis; • reviewing and evaluating all available Project data and reports; • ensuring that all required filings with regulatory agencies with respect to design have been completed or are in the process of being completed for future filings that will be required; • conducting site and existing facility investigations including identifying site constraints that may impact scope, cost, schedule, or construction; • reviewing any existing open regulatory violations that could impact final sign-offs; • phasing the Construction Work into packages, cost estimating, competitively bidding the packages, entering into subcontracts with the successful subcontractors or suppliers for each package and coordinating work between packages including with respect to schedule and access;

No.	Topic	Description
		• preparing a detailed cost estimate for the Construction Work, including developing a budget for the cost of the Construction Work ("**Original Construction Budget**");[1] • reconciling the detailed cost estimate for the Construction Work with cost estimates prepared by the designer, subcontractors and DDC; • developing familiarity with DDC, sponsor agencies and other stakeholders; • scheduling and conducting meetings with DDC, sponsor agencies and other entities or individuals involved with the Project; • providing and managing the Construction Management Software (further described in Section 2.2 (Construction Management Software); • preparing a cash flow analysis for the Project; • developing a project schedule with a target substantial completion date for all of the Construction Work ("**Target Substantial Completion Date**"); and • any other pre-construction services as may be directed by DDC.
2.2.	**Construction Management Software**	The Construction Manager will be required to procure and maintain the construction management software called Kahua for the duration of the Project ("**Construction Management Software**" or "**CMS**"). The Construction Manager will also be required to: • secure all licenses necessary to accommodate use of the CMS by DDC, subcontractors and additional parties directed by DDC; • establish and manage construction workflows in the CMS, including approval processes and task management, while aiding DDC to leverage the CMS for construction management; • enforce stringent security measures for data confidentiality, use authentication and strict password policies; and

[1] **NTD**: For Category A projects this step may not be required as the GMP/Allowance may have been established by DDC upfront, or potentially proposed and evaluated by Proposers in their Proposals.

No.	Topic	Description
		• ensure that data and documents saved onto the CMS are saved electronically in a manner where all data and documents are easily transferable to DDC in searchable electronic format. Any CMS costs will be Non-Reimbursable Services (see Section 4.7 (Non-Reimbursable Services) below).
2.3.	**Preconstruction Milestones**[2]	The Construction Manager will be required to perform Preconstruction Services to deliver the Preconstruction Milestone(s) by the applicable Preconstruction Milestone Deadline(s). The Preconstruction Milestones and the Preconstruction Milestone Deadlines will be set by DDC and specified in the Agreement.
2.4.	**Approach to the Procuring Construction Work**	All Construction Work must be packaged and competitively bid by the Construction Manager to subcontractors to be directly contracted by the Construction Manager, except to the extent DDC approves, in its sole discretion, the Construction Manager self-performing any part of the Construction Work. The Construction Manager will consult with DDC with respect to the packaging and timing of competitively bidding the Construction Work packages.
2.5.	**Competitive Bid Procedure**	For Construction Work that is being subcontracted, the Construction Manager will be required to submit to DDC for approval a proposal which will include: • a Request for Bids ("**RFB**") for the applicable Construction Work package which must specify the basis of award in accordance with Section 2.6 (Competitive Bid Basis of Evaluation) below, and include specific forms and requirements as directed by DDC; and • the names of at least three (3) construction firms (from a pre-approved shortlist) to whom the Construction Manager proposed to issue the RFB. Once the Construction Manager issues the RFB and receives a minimum of three (3) sealed bids, the Construction Manager must: • notify DDC of the receipt of the bids and open such bids in the presence of DDC;

[2] **NTD**: Preconstruction Milestones and Preconstruction Milestone Deadlines will be set on project specific basis. They should be limited to key major milestones that are important to DDC where failure to achieve by deadline indicates there is a fundamental failure by the CM that could justify termination. They should not include every milestone within the schedule.

No.	Topic	Description
		• evaluate the bids on the basis described in Section 2.6 (Competitive Bid Basis of Evaluation) below; and • submit to DDC a "Subcontractor Award Letter" in the form provided by DDC, which includes the results of the evaluation and identifies the proposed successful subcontractor. Subject to DDC's approval of the "Subcontractor Award Letter", the Construction Manager and successful subcontractor will enter into a date-certain lump-sum subcontract for the relevant Construction Work package. The subcontract will include liquidated damages for delay as well as all other mandatory requirements for subcontracts as set out in the Agreement.
2.6.	**Competitive Bid Basis of Evaluation**	For each Construction Work package, the Construction Manager will be required to award the subcontract to the lowest responsive and responsible bidder, unless either (1) the Construction Manager is directed by DDC to award the subcontract to the bidder providing the "best value", or (2) the Construction Manager requests to award the subcontract to the bidder providing the "best value" and DDC (in its sole discretion) agrees to that basis. Where an award is to be made on the basis of "best value", the "best value" criteria will be subject to agreement by the parties.
2.7.	**Procedure for Self-Performed Construction Work**	For Construction Work that the Construction Manager proposes to self-perform, the Construction Manager will be required to provide a proposal to DDC which includes: • a justification (with supporting evidence) for why the relevant Construction Work should not be competitively bid; • a lump-sum price for the Construction Work, including (i) a detailed break-down of how the Construction Manager arrived at the lump-sum and (ii) all underlying assumptions; and • a schedule for the Construction Work including a date for Substantial Completion of the Construction Work. If DDC, in its sole discretion, approves the Construction Manager's proposal, the parties will execute a work order. The work order will include liquidated damages for delay as well as all other mandatory requirements for subcontracts as set out in the Agreement.

No.	Topic	Description
3.	**CONSTRUCTION PHASE (Phase 2)**	
3.1.	**Construction Management Services**	The Construction Management Services which will commence following completion of the Preconstruction Phase for any package of Work, include, but are not limited to: • procuring, activating, and maintaining a construction management software for the Project; • ensuring that all necessary permits, licenses, and approvals required for the performance of the Construction Work have been obtained; • managing, reviewing, and tracking all Submittals including implementing procedures for the expeditious processing of Submittals; • maintaining and regularly updating the risk register; • inspecting the Construction Work; • coordinating and supervising any testing of the Construction Work including requesting special inspections and managing the commissioning and completion process for all of the Construction Work; • complying with all quality management obligations; • preventing the installation of Construction Work or furnishing of materials that are not properly approved or conform to the Construction Documents, and ensuring any non-conforming Work is promptly rectified; • consulting and coordinating with DDC on the project schedule; • reviewing and evaluating the means and methods of construction proposed by the subcontractors and directing changes as necessary; • various responsibility regarding safety such as: preparing an overall project safety plan for DDC's review and approval, reviewing and revising the subcontractors' safety programs for alignment with the approved overall project safety plan, monitoring the activities and conditions at the Site for compliance with the overall project safety plan, safety programs and Construction Documents, ensuring a clean and safe work environment is

No.	Topic	Description
		maintained, and notifying DDC of non-compliance with any safety program or of any emergency conditions; • keeping accurate, organized, and detailed records of the progress of the Project, including all correspondence, minutes, subcontract documents, addenda, and cost-accounting documents; • monitoring the subcontractors' compliance with public policy requirements including Labor Laws and MWBE, etc.; • coordinating the work of all subcontractors at the Site; • managing and mitigating subcontractor claims for change orders and relief with the goal of creating a zero claims approach to project delivery; • evaluating subcontractor requests for interpretation of the Construction Documents; • conducting meetings with the subcontractors, DDC and other stakeholders to discuss performance, progress, problems, scheduling, etc.; • preparing and providing to DDC delay analyses, where required; • obtaining and delivering to DDC temporary Certificates of Occupancy for the Project; • the Post Construction Services; and • any other construction management services as may be directed by DDC.
3.2.	**Post Construction Services**	The Post Construction Services include but are not limited to: • managing and supervising orientation provided by the subcontractors for all equipment / systems; • obtaining and delivering to DDC permanent Certificates of Occupancy for the Project; • submitting to DDC original copies of all final Project records including; reports, certificates, warrants and guaranties from manufacturers, diaries and log-books, records of subcontractor payments, all record drawings ("As

No.	Topic	Description
		Built" drawings), progress photographs of the Project, the final "As Built" schedule, final cost report and other records required by DDC; • managing defect rectification and warranty claims during the Warranty Period; • managing commissioning and close-out of the Project; • assisting DDC with the post occupancy evaluation; and • any other post construction services as may be directed by DDC.
3.3.	**Construction Work**	Any Construction Work must be performed in accordance with the Project Requirements, Contract Documents, Best Industry Practice, the Applicable Standards, all Applicable Laws, including (the New York Labor Law), the requirements of all Governmental Approvals, and the orders, directions, and requirements of DDC.
3.4.	**Standard of Care & Construction Warranties**	The Construction Manager will be required to perform the Preconstruction Services and Construction Management Services in accordance with the standard of care, skill and diligence that would be provided by a construction management firm experienced in providing similar services in the New York metropolitan area to entities owning projects of complexity and size similar to the Project. The Construction Manager will be required to provide or procure various warranties to DDC and City with respect to the Construction Work including that all Construction Work (including all materials and equipment furnished as part of the Construction Work) will be (i) completed in accordance with the requirements of the Contract Documents; (ii) new, unless otherwise specified in the Contract Documents; (iii) of good quality, undamaged and in conformance with all requirements of the Contract Documents; and (iv) free of all defects in materials and workmanship. . The Project Requirements may also require the provision of specific warranties (including manufacturer warranties) with respect to certain portions of the Construction Work. Without limiting the above, the Construction Manager must obtain from all its subcontractors and manufacturers, warranties that meet the warranty standards specified in the Contract Documents, or if no standard is specified, warranties in accordance industry practice for work of similar scope and scale. The Construction

No.	Topic	Description
		Manager must ensure that all such warranties are expressly extended to DDC for the full Warranty Period.
3.5.	**Correction of Defects during the Warranty Period**	Generally, the "**Warranty Period**", will be: • for all Construction Work completed prior to Substantial Completion, twelve (12) months from the date of Substantial Completion; • for all Construction Work completed between Substantial Completion and Final Completion, twelve (12) months from the date of Final Completion; and • for any defect rectification Work completed during the period stated in the bullet points above, a single additional twelve (12) months from completion of any such defect rectification Work. The Construction Manager will be required to rectify or procure the rectification of any defects within the applicable Warranty Period. If the Construction Manager fails to do so, DDC may perform such corrective Work itself or engage a third party to do so, and the Construction Manager will be required to reimburse DDC for all costs and expenses incurred by DDC in performing the corrective Work. DDC's rights during the Warranty Period are in addition to, and without substitution for, any other statutory or legal rights afforded to DDC or the City under applicable State or City law for any breach of the Agreement or latent defect.
4. PRICING AND PAYMENTS		
4.1.	**Payment Structure**	**<u>Payments for Preconstruction Services</u>** **Preconstruction Services Costs –** to be paid based on Direct Salary Rates x Multiplier, subject to a Preconstruction Costs Cap (see below). **Lump sum option -** As an alternative to the above, DDC may require all or certain Preconstruction Services to be paid based on a fixed price lump sum. Such fixed price lump sum payment would be payable either (1) via installments against the completion of certain milestones specified by DDC in the RFP, or (2) progress payments to be paid based on the percentage of the Preconstruction Services completed. The relevant Preconstruction Services to be paid as a fixed price lump sum and the associated milestones and payment mechanism will be specified in

No.	Topic	Description
		the RFP and Proposers would propose the fixed price lump sum in their RFP Proposals. **Preconstruction Services Fee –** a fixed price lump sum representing the Construction Manager's profits for the Preconstruction Services. This would be payable either (1) via instalments against the completion of certain milestones specified by DDC in the RFP, or (2) progress payments based on the percentage of the Preconstruction Services completed. Proposers will propose the Preconstruction Services Fee in their RFP Proposal. **<u>Payments for Construction Management Services</u>** **Construction Management Costs –** to be paid based on Direct Salary Rates x Multiplier, subject to a Construction Management Costs Cap. At DDC's option, DDC may require certain Construction Management Services to be paid as a fixed fee lump sum via installments against the completion of certain milestones. In such cases, the fixed fee lump sum and relevant milestones will be agreed between the parties prior to the commencement of the relevant Construction Management. **Construction Management Fee –** a fixed fee lump sum to be paid as a percentage of the Construction Management Services completed against the applicable schedule. Proposers will propose the Construction Management Fee in their RFP Proposal. In either case, to incentivize timely completion of the punch-list, a specified percentage of the Construction Management Fee will be payable only once the Project has achieved Final Completion and been fully closed out. **Construction Work Costs –** each Construction Work package will be subject to a fixed price lump sum (or alternatively a guaranteed maximum price) in the applicable subcontract or work order. Construction Work costs will be paid based on percentage of work completed against the applicable schedule of values. The Agreement will include a Construction Work Allowance. See Section 4.5 with respect to the potential for a Guaranteed Maximum Price for all Construction Work **Reimbursable Services –** to be paid based on actual costs. The Agreement will include a Reimbursable Services Allowance. **Additional Services –** to be paid based on actual costs. The Agreement will include an Additional Services Allowance.
4.2.	**Direct Salary Rate**	Proposers will propose Direct Salary Rates in their RFP Proposals.

No.	Topic	Description
		The Direct Salary Rate is the salary amount directly payable to the employee on an annual basis divided by 2080. The Direct Salary Rate does not include: (i) payments for services performed outside regular business hours, (ii) employer payments mandated by law (i.e., social security, Medicare taxes, insurance etc.), (iii) any employer contributions to retirement plans, and (iv) any costs for other fringe or supplemental benefits. **Increases** An employee's Direct Salary Rate will be subject to increases on a yearly basis subject to certain limitations detailed in the Agreement. Any increase to the Direct Salary Rates will not increase the Preconstruction Costs Cap or the Construction Management Costs Cap. **Night Differential / Overtime** DDC may authorize some services to be performed outside regular business hours. In such cases, the Construction Manager will be entitled to a premium or increase in the employee's Direct Salary Rate for such services subject to certain limitations set out in the Agreement. DDC's agreement to any such premium will not increase the Preconstruction Costs Cap or the Construction Management Costs Cap.
4.3.	**Multiplier**	Proposers will propose a Multiplier in their RFP Proposals. The Multiplier includes all costs and expenses for overhead, management and administration incurred by the Construction Manager in connection with the Preconstruction Services and Construction Management Services.
4.4.	**Caps**	Proposers will propose in their RFP Proposals caps for: • the maximum amount of Preconstruction Services Costs that DDC will pay for the Preconstruction Services (**Preconstruction Costs Cap**); and • the maximum amount of Construction Management Costs that DDC will pay for the Construction Management Services (**Construction Management Costs Cap**).
4.5.	**Option for a Guaranteed Maximum Price for all Construction Work**	During Phase 1, if DDC and the Construction Manager agree that the design and specifications are sufficiently complete, DDC may request the Construction Manager to prepare and submit to DDC a proposed Guaranteed Maximum Price ("**GMP**") to

No.	Topic	Description
		complete all, or a portion, of the Construction Management Services and Construction Work for the Project. The GMP proposal will include the estimated cost of Construction Work for the entire project, the Construction Management Costs and the Construction Management Fee. The GMP proposal will not include compensation for the Preconstruction Services. The GMP proposal will include the following: • a list of the design drawings and specifications that were used to prepare the proposal; • a list of assumptions made by the Construction Manager to supplement the information contained in the drawings and specifications, but such assumptions cannot modify the terms of the Agreement; • a Guaranteed Substantial Completion Date upon which the GMP is based, together with a schedule of work supporting that Guaranteed Substantial Completion Date; • where applicable schedules of unit prices; and • a description of work that the Construction Manager proposes to self-perform. The Parties will review and may negotiate any aspects of the GMP, including the inclusion of liquidated damages for delay to achieving substantial completion by the Guaranteed Substantial Completion Date. If DDC agrees (in its sole discretion) to the GMP proposal, or any amended GMP proposal following negotiations, the agreed GMP and its terms (including the Guaranteed Substantial Completion Date and any liquidated damages) will be documented in an amendment. As part of the above process, the Parties may agree that certain Construction Work will not be subject to the Guaranteed Maximum Price, in which case such Construction Work will continue to be subject to an Allowance. For Category A projects, given the 100% design at the RFP stage, DDC may require Proposers to propose a GMP together with a Guaranteed Substantial Completion

No.	Topic	Description
		Date as part of the RFP process, with limited rights for these to be adjusted during the Preconstruction Services as part of the validation process.
4.6.	**Reimbursable Services**	The Construction Manager will be able to seek reimbursement pursuant to the Reimbursable Services Allowance for expenses actually incurred in connection with the following items: • required insurances procured by the Construction Manager; • a field office specified by DDC; • equipment specified by DDC; • printing of monthly reports, procurement, and contract documents for subcontracts for Construction Work, where requested by DDC; • laboratory services for the testing of materials and Construction Work; • purchase of long lead items for the Construction Work; • filing fees and related application fees associated with obtaining any certifications as required by code or law; • obtaining and maintaining construction management software; and • any other items or services, determined by DDC to be necessary for the Project.
4.7.	**Non-Reimbursable Services**	The Construction Manager will not be able to seek reimbursement for certain services which are deemed to be included in the Multiplier ("**Non-Reimbursable Services**"). These services include overnight delivery of certain project documents and providing vehicular transportation, parking and tolls for project executives and all personnel assigned to the Project.
4.8.	**Performance Incentive**	As part of setting and approving the Target Substantial Completion Date or, if applicable, a Guaranteed Substantial Completion Date, the Construction Manager and DDC (in its discretion) may agree that the Construction Manager may be entitled to a bonus payment for achieving substantial completion of the entire Project earlier than the initial Target Substantial Completion Date or Guaranteed Substantial Completion Date (as applicable). Where DDC determines that achieving Substantial Completion of a distinct part of the Project provides independent utility and value, DDC may also agree to include

No.	Topic	Description
		bonus payments for achieving that milestone earlier than the applicable milestone date set out in the schedule approved by DDC.
5. PERFORMANCE SECURITY		
5.1.	**Construction Manager Performance Security**	Prior to execution of the Agreement, the Construction Manager will provide to DDC a performance security in the amount and in a form specified in the RFP to secure its performance of the Preconstruction Services and Construction Management Services.
5.2.	**Payment Bond and Performance Bond for Construction Work**	Each of the performance and payment bonds must be sized at 100% of the applicable contract price and substantially in the form that will be attached to the Agreement. Where the Construction Manager is obtaining bonds, the bonds must name DDC as obligee. Where a subcontractor is obtaining bonds, the bonds must name the Construction Manager as obligee and DDC as an additional obligee As part of the RFP, DDC may invite Proposers to propose alternate bonding strategies.
5.3.	**Retainage**	**Retainage for Preconstruction Phase Services and Construction Management Services** As security for the Construction Manager's performance of the Preconstruction Services and Construction Management Services under the Agreement, DDC will retain 5% from each payment of the Preconstruction Services Fee and Construction Management Fee (as applicable) (each, a "**CM Retainage Amount**"). The CM Retainage Amount will be released only after the Project has achieved Final Completion and been fully closed out. **Retainage for Construction Work** As security for performance of the Construction Work under the Agreement, DDC will retain 5% from each monthly payment to the Construction Manager for Construction Work (each, a "**Construction Retainage Amount**"). The Construction Manager will likewise retain 5% from each monthly payment to its subcontractors.

No.	Topic	Description
		Release of Construction Retainage Amounts Following Substantial Completion, DDC will release and return to the Construction Manager the total Construction Retainage Amounts that it holds, less 200% of any amounts estimated by DDC (in consultation with the Construction Manager) to be necessary to secure completion of all remaining Construction Work required for Final Completion. In addition, the Agreement will include provisions for the possible earlier release of Retainage Amounts (at DDC's discretion) back to the Construction Manager for the benefit of certain subcontractors.
5.4.	**Warranty Security**	As security for its warranty obligations, at Substantial Completion the Construction Manager will be required to either (i) deposit with DDC an amount equal to 1% of the Construction Work, or (ii) authorize DDC to withhold an amount equal to 1% of the Construction Work from the Construction Manager's Substantial Completion payment ("**Warranty Security**"). Any remaining balance of the Warranty Security will be released at the end of the last Warranty Period.
6. SITE CONDITIONS, HAZARDOUS MATERIALS AND THIRD-PARTY COORDINATION		
6.1.	**Site Access**	The Agreement will include specific requirements and conditions that must be satisfied before the Construction Manager is granted the right to access the Project site. As part of the Preconstruction Services, the Construction Manager will be required to inspect and verify the Project Site and the adequacy of the access routes. Any additional property that the Construction Manager requires for its performance of the Construction Work that it identifies after the verification process must be obtained at its own expense. The Construction Manager will be responsible for coordinating with all adjacent properties. If the Construction Manager seeks access to adjacent or other sites controlled by other contractor(s) engaged by the City, DDC may require the Construction Manager execute a hold harmless agreement, in a form acceptable to DDC and at no additional cost to DDC, in favor of such other contractor(s).
6.2.	**Site Conditions**	**DDC Site Investigations** Site investigations of the Project Site have or will be conducted by DDC or its project consultants. These site investigations may include surveys of the existing conditions,

No.	Topic	Description
		geotechnical borings, utility surveys, asbestos testing, and other similar investigations. To the extent legally permissible, DDC anticipates providing any such relevant information to each of the short-listed Proposers during the RFP Phase. For purposes of claiming a Relief Event, the Construction Manager may be entitled to rely on such reports and investigations, noting that relief in respect of such events may be restricted where the relevant conditions should have been identified by the Construction Manager. Further, the Construction Manager will be entitled to claim a Relief Event for such site conditions only during the Site Validation Period (see below). **Construction Manager Responsibility** Notwithstanding DDC's advanced site investigations, the Construction Manager will be required to undertake all tests, inspections and investigations of the Project site (including additional geotechnical evaluations, hazardous materials or utility studies) as necessary to perform its obligations under the Agreement. The Construction Manager will also represent and warrant in the Agreement 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 Construction Work, the availability and presence of utilities, topographical conditions and air and water quality conditions, the location and character of existing or adjacent work 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 Construction Manager or subcontractors' performance of the Construction Work (including transportation; seasons and climate; access, availability, disposal, handling and quality of labor). The Agreement will provide a complete list of Relief Events, including Relief Events related to specific unknown conditions.
6.3.	**Site Validation Period**	The Construction Manager will be entitled to claim time and cost relief via a Compensable Delay Event for certain unknown site conditions only if those conditions are identified during the specified period set out in the Agreement ("**Site Validation Period**").

No.	Topic	Description
		A single Site Validation Period will apply for the whole Project and will last for a specified number of days commencing from the Notice To Proceed.
6.4.	**Hazardous Materials**	The Construction Manager 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. The Construction Manager 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. With respect to 40 C.F.R., Part 626, as between DDC and the Construction Manager: 1) DDC will be deemed the sole generator and arranger for any pre-existing hazardous materials encountered on the Project site; and 2) the Construction Manager will be deemed the sole generator and arranger for all hazardous materials brought to the Project site by the Construction Manager or any Construction Manager Party. Additional details and terms will be included in the RFP.
6.5.	**Third Party Interface**	**Generally** The Construction Manager will be responsible for all necessary and appropriate third-party interface coordination, including, obtaining at its cost, all utilities required to undertake and timely complete the Construction Work, in accordance with the Project Requirements. DDC may provide reasonable assistance to the Construction Manager in performing utility relocation and the resolution of any disputes with certain third-parties owning utilities in connection with such agreements. The Construction Manager may be entitled to a Relief Event (time only) for delays attributable to uncooperative utilities, including where a utility (i) refuses to enter into

No.	Topic	Description
		a utility relocation agreement, or (ii) fails perform its obligations under a relocation agreement. **Adjacent Properties** It is possible that coordination with adjacent properties will be necessary to ensure that such properties are properly protected from the impacts of the Construction Work.
7. GOVERNMENTAL APPROVALS AND ENVIRONMENTAL COMPLIANCE		
7.1.	**Governmental Approvals**	DDC will be responsible for obtaining only those governmental approvals set out in the Agreement. Except as otherwise provided in the Agreement, the Construction Manager will be required to obtain, or verify that all subcontractors have obtained, all other governmental approvals required in connection with the performance of the Work. The Construction Manager and subcontractors will be required to comply with and maintain all governmental approvals and will be responsible for any amendments or modifications that may be necessary thereafter based on the performance of the Construction Work. The Construction Manager may be entitled to a Relief Event (time only) for any unreasonable and unjustifiable delay by a governmental entity in issuing any permit or approval required for the Construction Work.
7.2.	**Environmental Compliance**	The Construction Manager will be required to comply with, and ensure all subcontractors comply with, all requirements and conditions (including all mitigation) to be satisfied under the Contract Documents, any final environmental impact statement (where applicable) applicable laws, applicable standards and governmental approvals, applicable environment insurance requirements and the other requirements, policies and guidelines of DDC and the City, concerning the environment and hazardous materials that are applicable to the Project site or the Construction Work.
8. COMPLETION		
8.1.	**Substantial Completion**	"**Substantial Completion**" will occur when (i) all conditions to Substantial Completion have been achieved as set out in the Project Requirements, and a Punch List has been approved by DDC. DDC will issue a determination once Substantial Completion has been achieved.

No.	Topic	Description
		Guaranteed Maximum Price Where the Construction Manager provides a Guaranteed Maximum Price for the Project, the Construction Manager must achieve Substantial Completion by the Guaranteed Substantial Completion Date. The Guaranteed Substantial Completion Date may be adjusted upon the occurrence of a Relief Event (see Section 10.1 (Relief Event) below). **No Guaranteed Maximum Price** Where the Construction Manager does not provide a Guaranteed Maximum Price for the Project, the Construction Manager will be required to use best efforts to achieve Substantial Completion by the Target Substantial Completion Date. For Category A Projects, the Target Substantial Completion Date will be proposed by the Construction Manager in its RFP Proposal or may be set by DDC in the RFP. For Category B Projects, the Target Substantial Completion Date will be proposed by the Construction Manager as part of the Preconstruction Services as the Construction Manager develops the Project schedule and will be agreed between the Parties. The Target Substantial Completion Date may be adjusted upon the occurrence of a Relief Event (see Section 10.1 below).
8.2.	**Final Completion**	"**Final Completion**" will occur when all the conditions to Final Completion as set out in the Agreement have been achieved, including but not limited to: (i) Substantial Completion has been achieved, (ii) all applicable Punch List Work and commissioning work has been completed in accordance with the Contract Documents and (iii) the Construction Manager has certified that all the Construction Work has been completed in accordance with the Contract Documents. DDC will issue a determination once Final Completion has been achieved.
8.3.	**Liquidated Damages for delays to Substantial Completion**	**Guaranteed Maximum Price** As noted above, if the Construction Manager fails to achieve Substantial Completion by the Guaranteed Substantial Completion Date, the Construction Manager will be required to pay liquidated damages for each day the Project is late. **No Guaranteed Maximum Price** Where the Construction Manager does not provide a Guaranteed Maximum Price, DDC (in consultation with the Construction Manager) will determine the rate of

No.	Topic	Description
		liquidated damages for delay that must be included in each subcontract for Construction Work or work order (where the Construction Manager is self-performing). If the relevant work to be performed under a subcontract or work order is not completed by the applicable guaranteed completion date for that work, the Construction Manager will be required to pay liquidated damages for each day of delay. Further, each subcontract for Construction Work must include a provision giving DDC and the City a direct right of action against the subcontractor in the event such subcontractor fails to pay any liquidated damages to the Construction Manager. If the Construction Manager fails to achieve Substantial Completion by the Target Substantial Completion Date, DDC will prepare a report analyzing the causes for delay and will assess the extent to which the delay is attributable to the Construction Manager's failure to properly perform the Construction Management Services. If DDC determines that the Construction Manager's failure to properly perform the Construction Management Services is responsible for the delay (or any portion thereof), DDC will deduct from any amount owing to the Construction Manager, the total amount of Construction Management Fee paid to the Construction Manager for the period of the delay (or any portion thereof). If the amount owing to the Construction Manager is less than the total amount of Construction Management Fee paid to the Construction Manager for the period of the delay (or portion thereof), the Construction Manager will be liable to pay the difference upon request by DDC.
9. SUBCONTRACTING		
9.1.	**Subcontract Requirements**	The Construction Manager will be required to ensure that each subcontract complies with the requirements set out in the Agreement, including that each subcontract: • prohibits the subcontractor from making any claims against DDC or the City in relation to the subcontract; • replicates certain provisions of the Agreement, such as with respect to method of payment and retained percentages, substantial completion, extensions of time; and

No.	Topic	Description
		• includes certain provisions approved in advance by DDC including with respect to (i) time for completion, (ii) assessment of liquidated damages, and (iii) warranties and/or guarantees.
9.2.	**Approval of Subcontractors**	All subcontractors and the dollar amount of their subcontracts are subject to the prior written approval of DDC. If an approved subcontractor elects to subcontract any portion of its subcontract, the proposed second-tier subcontractor, and the dollar amount of the second-tier subcontract are subject to the prior written approval of DDC. No subcontractor or second-tier subcontractor will be permitted on the Project site until such written approval is obtained. DDC's approval of a second-tier subcontractor does not relieve the Construction Manager or relevant subcontractor of any of their responsibility, duties, and liabilities under the Agreement.
9.3.	**Key Subcontractors and Direct Agreements**	DDC has the ability to designate any subcontract that it identifies as important to the delivery of the Project as a "Key Subcontract". This designation creates additional obligations on the relevant subcontractor including imposing certain limitations on the Construction Manager with respect to terminating, or amending the terms of the subcontract is a material way without DDC's prior written consent. Additionally, Key Subcontractors are required to enter into a tri-party Direct Agreement with DDC and the Construction Manager. The Direct Agreements allows DDC to step into the shoes of the Construction Manager in the event the Agreement is terminated.
9.4.	**Key Personnel**	The Construction Manager will be required to retain (or where applicable, must ensure that the relevant Key Subcontractors retains) the individuals specifically listed as Key Personnel (or any replacements approved) to fill the corresponding positions until all responsibilities of that position have been completed. All Key Personnel identified in either the Construction Manager's Proposal, or any subcontractor's proposal, must be carried forward to perform the Construction Work under the Agreement or subcontract (as applicable), except where authorized by DDC due to certain specified uncontrollable life events, (e.g., death, injury, relocation, termination, etc.). Replacement of Key Personnel will only be permitted in limited circumstances (e.g. death, disability, retirement, termination of employment) and must be approved in advance in writing by DDC. Each time the Construction Manager replaces a Key Personnel without the prior approval of DDC, the aggregate of the Preconstruction Services Fee and the Construction Management Fee will be reduced by an amount

No.	Topic	Description
		specified in the Agreement. DDC will apply the reduction first to the Preconstruction Services Fee until the Preconstruction Services Fee is reduced to zero, with the balance of the reduction applied to the Construction Management Fee.
10. RELIEF EVENTS		
10.1.	**Relief Events**	The Agreement will identify specific events outside of the control of the Construction Manager for which the Construction Manager or its subcontractors will be entitled to extensions of time and/or performance relief ("**Relief Events"**). Certain Relief Events may also entitle the Construction Manager or its subcontractors to compensation ("**Compensable Relief Events**"). No relief or compensation will be provided where the relevant delay event is attributable to either (A) any breach of (i) the Agreement, (ii) applicable law, or (iii) any requirement of a utility owner or any governmental approval or (B) any negligence, recklessness or willful misconduct, in each case, by the Construction Manager, any subcontractor, or any other person performing any of the Construction Work on, or behalf of, the Construction Manager (a "**Construction Manager Party**"). Additionally, no relief of compensation will be provided with respect to claims from subcontractors arising from issues that should have been identified by the Construction Manager as part of its Preconstruction Services. The relief event provisions will also include requirements regarding providing notice as well as obligations on the Construction Manager to mitigate any actual or possible delays.
11. QUALITY		
11.1.	**Quality Assurance and Quality Control**	The Construction Manager is responsible for quality assurance and quality control of the Construction Work and will be required to develop, maintain, and implement a Quality Management Program in accordance with the Project Requirements. DDC reserves the right to conduct, or procure a third party to conduct, special inspections of the Construction Work, at any time during the Project.
12. LIABILITY		
12.1.	**Indemnities**	The Construction Manager and all subcontractors will be required to release, defend, indemnify, and hold harmless DDC and the City of New York and their respective

No.	Topic	Description
		officials, employees, agents, and authorized representatives in accordance with a DDC standard indemnity clause.
12.2.	**Consequential Loss**	The Construction Agreement will include a standard consequential loss waiver for the benefit of both parties.
13. INSURANCE		
13.1.	**Insurance**	The Construction Manager will be required to obtain and maintain the types of insurance policies specified in the Agreement. Such policies include but are not limited to: • Commercial General Liability Insurance • Workers' Compensation, Employers Liability and Disability Benefits Insurance • Commercial Automobile Liability Insurance • Professional Liability Insurance • Builders' Risk Insurance • Jones Act Insurance • U.S Longshoremen's and Harbor Workers Compensation Act Insurance
14. TERMINATION		
14.1.	**Termination for Cause**	If a Construction Manager Default occurs and either the Construction Manager fails to remedy the default within the relevant cure period, or the relevant Construction Manager Default has no cure period, DDC may, in its discretion, either (i) require the Construction Manager to prepare and implement a Remediation Plan, or (ii) terminate the Agreement.
14.2.	**Termination without Cause**	DDC may terminate the Agreement at any time without cause by delivering a written termination notice to the Construction Manager. Such notice must state the date the Agreement will terminate, which must be a minimum of ten (10) days after the date of delivering the termination notice to the Construction Manager.
15. DISPUTE RESOLUTION		

No.	Topic	Description
15.1.	**Partnering and Dispute Resolution**	The Agreement will include partnering provisions, a dispute escalation ladder, senior representative negotiations and dispute resolution board, as well as a pathway to a final and binding legal resolution. Certain types of disputes will not be subject to the alternative dispute resolution process and will be litigated under a plenary action by a court of competent jurisdiction in the City of New York. These types of ineligible disputes will be set out in the Agreement.
16. MICELLANEOUS		
16.1.	**Public Policy Requirements**	The Agreement will require the Construction Manager and subcontractors to comply with specific local, state, and federal laws as well as certain public policy requirements. Such laws and requirements include, but are not limited to: New York Labor Laws, Prompt Payment Legislation, the Project Labor Agreement, Community Hiring Requirements, and requirements relating to whistleblowing, equal employment opportunity, no discrimination and the City's Passport system.
16.2.	**Governing Law**	The State of New York.

Department of Design and Construction

EXHIBIT E

SOQ FORMS

EXHIBIT E-1

Safety Questionnaire

SAFETY QUESTIONNAIRE

The Proposer must include, with its SOQ, all information requested on this Safety Questionnaire. Failure to provide a completed and signed Safety Questionnaire in a Proposer's SOQ may result in disqualification of the SOQ as non-responsive.

1. **Proposer Information:**

   Company Name: _____

   DDC Project Number: _____

   Company Size: ☐ Ten (10) employees or less

   ☐ Greater than ten (10) employees

   Company has previously worked for DDC: ☐ YES ☐ NO

2. **Type(s) of Construction Work:**

Identify the types of work that the Proposer has performed in the last three years, and the types of work that are part of this Contract.

TYPE OF WORK	LAST 3 YEARS	THIS PROJECT
General Building Construction	☐	☐
Residential Building Construction	☐	☐
Nonresidential Building Construction	☐	☐
Heavy Construction, except building	☐	☐
Highway and Street Construction	☐	☐
Heavy Construction, except highways	☐	☐
Plumbing, Heating, HVAC	☐	☐
Painting and Paper Hanging	☐	☐
Electrical Work	☐	☐
Masonry, Stonework and Plastering	☐	☐
Carpentry and Floor Work	☐	☐
Roofing, Siding, and Sheet Metal	☐	☐
Concrete Work	☐	☐
Specialty Trade Contracting Asbestos Abatement	☐	☐
Other (specify) _____	☐	☐

3. **Experience Modification Rate:**

   The Experience Modification Rate (EMR) is a rating generated by the National Council of Compensation Insurance (NCCI). This rating is used to determine the contractor's premium for worker's compensation insurance. The Proposer may obtain its EMR by contacting its insurance broker or the NCCI. If the Proposer cannot obtain its EMR, it must submit a written explanation as to why.

The Proposer must indicate its Intrastate and Interstate EMR for the past three years. [Note: For contractors with less than three years of experience, the EMR will be considered to be 1.00].

YEAR	INTRASTATE RATE	INTERSTATE RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the Intrastate and/or Interstate EMR for any of the past three years is greater than 1.00, the Proposer must attach, to this questionnaire, a written explanation for the rating and identify what corrective action was taken to correct the situation resulting in that rating.

4. OSHA Information:

☐ **YES** ☐ **NO** **Proposer has received a willful violation issued by OSHA or a New York City Department of Buildings (NYCDOB) construction-related violation within the last three years.**

☐ **YES** ☐ **NO** **Proposer has had an incident requiring OSHA notification within 8 hours (all work-related fatalities) or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye).**

The OSHA Form 300 "Log of Work-Related Injuries and Illnesses" and OSHA Form 300A "Summary of Work-Related Injuries and Illnesses" must be submitted for the last three years for Proposers with more than ten employees.

The Proposer must indicate the total number of hours worked by its employees, as reflected in payroll records for the past three (3) years.

The Proposer must submit the Incident Rate for Lost Time Injuries (the Incident Rate) for the past three (3) years. The Incident Rate is calculated in accordance with the formula set forth below. For each given year, the total number of incidents is the total number of non-fatal injuries and illnesses reported on the OSHA Form 300 and OSHA Form 300A. The 200,000 hours represents the equivalent of 100 employees working forty hours a week, fifty (50) weeks per year.

$$\text{Incident Rate} = \frac{\text{Total Number of Incidents X 200,000}}{\text{Total Number of Hours Worked by Employees}}$$

YEAR	TOTAL NUMBERS OF HOURS WORKED BY EMPLOYEES	INCIDENT RATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the Proposer's Incident Rate for any of the past three years is one point higher than the Incident Rate for the type of construction it performs (listed below), the Proposer must attach, to this questionnaire, a written explanation for the relatively high rate.

General Building Construction 8.5
Residential Building Construction 7.0
Nonresidential Building Construction..... 10.2
Heavy Construction, except building..... 8.7
Highway and Street Construction..... 9.7
Heavy Construction, except highways..... 8.3
Plumbing, Heating, HVAC..... 11.3
Painting and Paper Hanging 6.9
Electrical Work..... 9.5
Masonry, Stonework and Plastering 10.5
Carpentry and Floor Work 12.2
Roofing, Siding, and Sheet Metal..... 10.3
Concrete Work 8.6
Specialty Trade Contracting 8.6

5. Safety Performance on Previous DDC Project(s)

☐ YES ☐ NO Fatality or an incident requiring OSHA notification within 24 hours (work-related in-patient hospitalization, amputation and all loss of an eye) on DDC Project(s) within the last three (3) years.

DDC Project Number(s): _____, _____, _____

The Proposer hereby affirms that all the information provided in this Safety Questionnaire and all additional pages and/or attachments, if applicable, consist of accurate representations.

Date: _____ By: _____
(Signature of Proposer: Owner, Partner, Corporate Officer)

Title: _____

EXHIBIT E-2

Acknowledgment of Addenda Form

ACKNOWLEDGEMENT OF ADDENDA

TITLE OF THE REQUEST FOR QUALIFICATIONS: PV291-QM2 CM-Build Services for Queens Museum Renovation	**PIN: 8502027PV0002C**

Instructions: The Proposer 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 cover page must be signed and included behind this attachment.

___Part II

No Addenda were received in connection with this RFQ.

Proposer Name:

_____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT E-3

Reference Project Information Form

REFERENCE PROJECT INFORMATION FORM

List each Reference Project in the table below, in accordance with Exhibit 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 (Construction Manager)	25,000 SF new building and landscape	$50,000,000	January 2020	Jane Doe, Executive Director, Organization 123-456-7890 janedoe@organization.com
1						
2						
3						
4						
5						

EXHIBIT E-4

Reference Project Relevancy Form

REFERENCE PROJECT RELEVANCY FORM

Proposers should add lines for additional attributes, but may not delete any of the pre-filled attributes

		Reference Project Title	Reference Project Title	Reference Project Title	Reference Project Title	Reference Project Title
	Year Substantially Completed					
	Preferred Experience:					
	Project similar in scope to the required work.	x	x			
	Experience, from pre-construction to closeout, with schedule oversight, budget management, safety, and QA/QC.					
	Project requiring compliance with NYCDOB, FDNY, DOT, DEP, and other regulatory agencies.					
	Experience managing procurements and contract negotiations, including executing contracts, subcontractor selection, and change order resolution.					
	Experience managing project in occupied or urban environments, including logistics planning, traffic management, and community outreach.					
	Desired Experienced:					
	At least two (2) major renovation projects of existing public, cultural or institutional buildings, including spaces intended for public assembly, exhibition or archival use					
	Experience delivering projects within historic settings, including coordination with multiple stakeholders and sensitivity to site constraints, familiarity with the New York City Public Design Commission (PDC) requirements, including coordination, filings, and approvals for work involving designated or historic properties					
	Experience with restoration, rehabilitation, or integration of historic or character-defining elements within an existing structure					
	At least one (1) project involving building envelope rehabilitation, including façade restoration and/or window replacement within an existing structure					
	At least one (1) project involving major MEP system replacement within an occupied or constrained existing building, demonstrating coordination of new systems within existing conditions					

	Experience coordinating phased construction and/or working within constrained or partially occupied sites, including maintaining public access or adjacent operations					
	Demonstrated use of BIM and construction coordination tools for renovation projects involving multiple trades and existing conditions					
	Experience demonstrating knowledge of NYC Codes, OSHA Regulations, and industry best practices applicable to renovation, interior demolition, and cultural facility requirements					
	Demonstrated experience involving climate-controlled environments in museums or similar cultural/institutional settings, including maintaining strict temperature and humidity requirements, coordinating with specialized MEP systems					

EXHIBIT E-5

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 and if they are proposed for Pre-Construction Services and/or Construction Management Services on the Project.

		Pre-Construction Services	**Construction Management Services**	**Reference Project Title**	**Reference Project Title**	**Reference Project Title**	**Reference Project Title**	**Reference Project Title**	Additional Project Title	Additional Project Title
Major Participants	Example Firm			x			x		x	x
	Firm Name									
	Firm Name									
Personnel	**Design Lead** Jane Doe, ABC Company				x	x				x
	Personnel Title Name and Firm									
	Personnel Title Name and Firm									
	Personnel Title Name and Firm									
	Personnel Title Name and Firm									
	Personnel Title Name and Firm									
	Personnel Title Name and Firm									
	Personnel Title Name and Firm									
	Personnel Title Name and Firm									
	Personnel Title Name and Firm									

EXHIBIT E-6

Resume Template

Position/Assignment for the Project:			
Firm Name:		Total Years of Experience:	
Name:		Current Firm:	
Title:		Other Firm(s):	
Degree:		Specialization:	
Year Earned:		Registration:	NYS PE, YEAR, #######

Professional Overview:

Additional/Relevant Certifications:

Experience:
Role/Project Name/Agency or Authority/Value
Project Description

Resume Page 1 of 3

Resume Page 2 of 3

Resume Page 3 of 3

EXHIBIT E-7

Key Personnel Commitment Form

KEY PERSONNEL COMMITMENT FORM

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

	EXAMPLE	Pre-Construction Services	Construction Management Services
Title Name and Firm:	70%		
Title Name and Firm:	70%		
Title Name and Firm:	70%		
Title Name and Firm:	70%		
Title Name and Firm:	70%		
Title Name and Firm:	20%		
Title Name and Firm:	100%		
Title Name and Firm:	100%		
Title Name and Firm:	50%		
Title Name and Firm:	50%		
Title Name and Firm:	25%		
Title Name and Firm:	25%		
Title Name and Firm:	20%		

EXHIBIT E-8

Doing Business Data Form

Mayor's Office of Contract Services

Doing Business Data Form

Update Form

A Doing Business Data Form must be completed by an entity when an individual who is or was affiliated with that entity requests to be removed from the Doing Business Database, or when an entity wants to update its information. Please either type responses directly into this fillable form, or print answers by hand in black ink. For all submissions, please be sure to fill out the certification box on the last page, and return the completed Data Form (along with the Request for Removal) to Doing Business Accountability, Mayor's Office of Contract Services, 255 Greenwich Street, 9th floor, New York, NY 10007 or via email to DoingBusiness@mocs.nyc.gov. **This Data Form is separate from that used to collect information from entities receiving, applying for or proposing on an award, agreement or solicitation.**

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 contact Doing Business Accountability at DoingBusiness@mocs.nyc.gov or 212-298-0600 with any questions regarding this Data Form. Thank you for your cooperation.

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

Entity Information

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 ☐ This position does not exist

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

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

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

Home Address _____

☐ This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer ☐ This position does not exist

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

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

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

Home Address _____

☐ This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer ☐ This position does not exist

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

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

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

Home Address _____

☐ This person replaced former COO _____ on date _____

Principal Owners

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

There are no owners listed because (select one):

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

Other (explain) _____

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

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

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

Home Address _____

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

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

Home Address _____

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

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

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

Senior Managers

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

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

Home Address _____

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

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

Home Address _____

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

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

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

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

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____

Please return this form to Doing Business Accountability by email to DoingBusiness@mocs.nyc.gov. **Update**