

Request for Qualifications

RFQ No. 420025

For

Design and Construction Services

For In-Unit Renovations at

Project #3: Gowanus Houses (Brooklyn)

Project #4: Wyckoff Gardens Houses (Brooklyn)



New York City Housing Authority
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Section 1. Procurement Overview

1.1 Introduction and Program Description

- (a) By issuing this request for qualifications (“RFQ”), New York City Housing Authority (“NYCHA”) is commencing a two-step procurement process for design and construction services at the following two (2) closely situated NYCHA housing developments:
 - (i) Gowanus Houses, Brooklyn (“Project #3”); and
 - (ii) Wyckoff Gardens Houses, Brooklyn (“Project #4”)¹.
- (b) This RFQ represents the first step (“Step-One RFQ”) in which NYCHA is inviting statements of qualification (“SOQ”) from entities interested in participating in the second step, an upcoming request for proposals (“RFP”) (“Step Two – RFP”). See Section 1.5 below for more information about this two-step procurement process.
- (c) Appendix B, Project Description(s), contains general information and an additional description of each Project, including the currently contemplated work to be performed, Project-specific budget, bonding and insurance requirements, and other information.
- (d) The Projects included in this RFQ are part of the Gowanus Neighborhood Rezoning Plan, for which the City of New York provided funding for comprehensive in-unit renovations at Gowanus Houses and Wyckoff Gardens. Additional funding from the State of New York has been allocated for Project #3, Gowanus Houses, for elevator replacement at all buildings at that development.

1.2 Definitions

Capitalized terms not otherwise defined in the body of this RFQ are defined in Appendix A, Definitions.

1.3 General Description of the Scope of Work

- (a) NYCHA currently contemplates that the work to be performed at each Project (“Scope of Work,” “SOW,” or the “Work”) may include, but is not limited to:
 - (i) Removal of lead-based paint inside apartments (including any associated repairs, restorations, painting).
 - (ii) Renovations of bathrooms and kitchens, including replacement of plumbing fixtures.

¹ Project numbering is serial and based on the total number of projects of the NYCHA Comprehensive Modernization Department. The Projects included in this Procurement are the third and fourth projects in the series.

- (iii) Flooring repair and/or replacement, as needed.
 - (iv) For Project #3, Gowanus Houses only, replacement of all elevators.
- (b) To safely complete the Work, Design-Builder may be required to conduct phased temporary relocations of existing residents. In such cases, a Design-Builder will be required to establish and implement relocation plans that provide for the safe relocation of tenants to and from temporary accommodations. To be used for temporary accommodations, NYCHA is holding vacancies within the Project, but the majority will be in surrounding developments. If at all feasible, Proposers will be encouraged to incorporate the use of hotels that are in the vicinity for short-term relocations.
- (i) Alternatively, Proposals may include a plan to safely complete the Work with residents in place.
- (c) The Step Two – RFP stage of this Procurement will specify the Scope of Work at each Project in more detail. NYCHA reserves the right to issue an RFP reflecting modifications to the Scope of Work contained in this RFQ.

1.4 Contracting Methodology and Form of Contract

- (a) NYCHA will award lump sum design-build contracts (each, a “Contract”): one for each of the two Projects, or one for both Projects. Each Contract will be awarded to the Proposer that submits the proposal that NYCHA determines, in its sole and absolute discretion, to offer the best value to NYCHA based on an evaluation of qualitative factors, schedule, use of budget, and other factors following the two-step procurement process described in this RFQ.
- (b) A form of the Contract will be included in the Step 2 RFP stage of this Procurement. Proposers will have an opportunity to ask questions and otherwise comment on those documents as part of the RFP process.
- (c) Appendix C, Summary of Select Contract Terms, contains a description of certain key terms and conditions that NYCHA is considering including in its form of Contract. The provisions are provided for information only and are included in this RFQ. The Summary of Select Contract Terms set forth in Appendix C are subject to modification and revision during the Step 2 - RFP stage.

1.5 Overview of Procurement Process

- (a) NYCHA is using a two-step procurement process; this RFQ is the first step and will be followed by a Project-specific RFP. This RFQ and each subsequent Project-specific RFP shall form a single procurement. The “Procurement” shall mean both the Step One - RFQ and Step Two - RFP.

(i) **Step One - RFQ**

- (A) Proposers are invited to submit their qualifications, experience, technical capabilities, firm capacities, financial information, surety capabilities and other information, in the form of a SOQ and in accordance with RFQ requirements.

(ii) **Step Two - RFP**

- (A) Only Shortlisted Proposers for a particular Project will proceed to the Step Two – RFP stage and be invited by NYCHA to submit a Proposal.

- (B) Prior to issuing an RFP, NYCHA may, in its sole and absolute discretion, issue a draft of the RFP to the Shortlisted Proposers to solicit feedback only; the draft RFP will not be a solicitation for Proposals. Any draft RFP may include a draft form of Contract.

(C) Awards Based on Best Value Evaluation

- (1) NYCHA anticipates that Step Two – RFP will include two Scopes of Work, one for each Project. Proposals for each Project will be separately evaluated and scored in accordance with the provisions set forth in the RFP.

- (2) NYCHA will evaluate the Proposals received and select one Proposer to enter into the Contract for each Project.

- i. In the event the same Proposer is selected to enter into a Contract for both Contracts, NYCHA reserves the right to award one contract for both Projects if NYCHA determines, in accordance with the provisions that will be set forth in the RFP, that one Contract provides it with the best value.

- (3) Any resultant Contract awarded pursuant to this Procurement will be awarded to a responsive and responsible Proposer that offers the best value, as determined by the NYCHA in accordance with the criteria set forth in the RFP.

- (D) Stipend Payments: As part of the RFP process, NYCHA will offer a stipend to Shortlisted Proposers that submit timely Proposals that are responsive to the RFP but are not awarded a Contract. Payment of such stipend will be in exchange for, among other things, the transfer to NYCHA of certain intellectual property rights and related material arising from such Proposal. The form of stipend agreement will be issued with the RFP. The stipend amount will be specified in the RFP.

1.6 RFQ Timetable

Table 1 sets out the anticipated timetable for RFQ and completion of the Procurement. All dates remain subject to change by NYCHA.

Table 1 – Step One - RFQ Timetable

Event	Date
RFQ Release Date	March 1, 2023
RFQ Informational Meeting	March 13, 2023, 3:00 PM ET
RFQ Question Deadline	March 17, 2023, by end of day
SOQ Submission Deadline	March 31, 2023, by end of day
Anticipated Announcement of Shortlists	June 2023
Anticipated RFP Issuance to Shortlists	June 2023
Anticipated Issuance of Contract Notice(s) to Proceed	November 2024

Section 2. Communications During this RFQ Procurement

2.1 NYCHA’s Designated Point of Contact

- (a) The NYCHA Designated Contact concerning this RFQ is:

Name: Dawn Greggs, New York City Housing Authority
E-mail: RFP.Procurement@nycha.nyc.gov

2.2 Rules of Contact

- (a) During this Procurement, the only contact a Proposer may initiate with NYCHA regarding the Procurement process is with the NYCHA Designated Contact.
- (b) NYCHA may, in its sole discretion, deem certain contact by a Proposer or a Proposer Team Participant to be improper or in breach of the terms and conditions of this Procurement and may disqualify the Proposer as a result of such contact.
- (c) WITHOUT LIMITING THE FOREGOING, PROPOSERS SHALL NOT CONTACT PROJECT RESIDENTS, TENANT REPRESENTATIVES, OR BOARD MEMBERS, OFFICIALS, EMPLOYEES, ADVISORS, OR CONSULTANTS OF NYCHA, HUD, THE CITY, THE STATE OF NEW YORK, OR ANY OTHER GOVERNMENTAL ENTITY (OTHER THAN THE NYCHA DESIGNATED CONTACT), REGARDING THIS PROCUREMENT OR ANY RELATED DISPOSITION. FAILURE TO OBSERVE THIS REQUIREMENT MAY RESULT IN THE PROPOSER’S DISQUALIFICATION FROM CONSIDERATION PURSUANT TO THIS RFQ.
- (d) **Exceptions**
- (i) Communications between a Proposer or its Proposer Team Participants and NYCHA’s team are permitted during any collaborative dialogue meeting, and/or other meetings and interviews organized by NYCHA during this Procurement.
 - (ii) Further, NYCHA reserves the right to communicate with any Proposer for the purpose of gaining a better understanding of its SOQ. NYCHA may engage in such communications as NYCHA may determine to be in its best interest. No Proposer has any rights or claims against NYCHA arising from any such discussion.
- (e) No oral communication by NYCHA may be relied upon for purposes of this Step One - RFQ stage of this Procurement, unless confirmed in writing by NYCHA via Addendum to the RFQ.
- (f) No party receiving this RFQ shall issue a press release or make any other public announcements relating to this Step One - RFQ stage of this Procurement without the prior written approval of NYCHA.

2.3 iSupplier

- (a) To participate in this Procurement, Proposers are required to register with iSupplier. Instructions for registering for iSupplier can be found at: <http://www1.nyc.gov/site/nycha/business/isupplier-vendorregistration.page>. After a Proposer submits its registration request for iSupplier, it typically takes twenty-four (24) to seventy-two (72) hours for Proposer's iSupplier profile to be approved.
- (b) NYCHA will use iSupplier as the primary means of exchanging information with Proposers during this Procurement.
 - (i) NYCHA will use iSupplier to post Addenda and responses to written questions.
 - (ii) Proposers shall use iSupplier to submit any written questions.
- (c) It is Proposer's sole responsibility to:
 - (i) ensure that it is registered with iSupplier in a timely manner;
 - (ii) independently monitor iSupplier for information pertaining to this Procurement; and
 - (iii) submit its SOQ through iSupplier before the SOQ Submission Deadline.
- (d) NYCHA is not responsible for delays due to technical issues, the registration approval process, or any other occurrence involving iSupplier.

Section 3. Proposing Entity Requirements

3.1 Proposer Entities

- (a) A Proposer submitting an SOQ may be a corporation, limited liability company, joint venture, or an entity with another legal structure.
 - (i) There is no role-requirement for the leadership of the Proposer: for example, it may be designer-led, constructor-led, or other.
 - (ii) If the Proposer is comprised of two or more entities, each such entity is referred to as “Proposer Member.”
- (b) “Proposer Team” or “Proposer Team Participants” shall refer to the Proposer, Proposer Members, and any other entities that are specifically identified in a Proposer’s SOQ.
- (c) The Proposer that is awarded a Contract under this Procurement shall be referred to as the “Successful Proposer.”
 - (i) Each Successful Proposer that is awarded a Contract under this Procurement shall be required to:
 - (A) Carry the required insurance (particularly including but not limited to professional liability insurance) and provide the required payment and performance bonds under the Contract, either written specifically for the Design-Builder (including if it is a joint venture), or by using their existing single entity policies with endorsements satisfactory to NYCHA (written for the joint venture activity). A project-specific design-build professional liability policy would be preferred but is not required.
 - (B) Provide the required payment and performance bonds under the Contract, either written specifically for the Design-Builder (including if it is a joint venture), or by using their existing single entity policies with endorsements satisfactory to NYCHA. A project-specific design-build professional liability policy is preferred but not required.

3.2 Exclusivity and Prohibition on Communications with Other Proposers

- (a) No Proposer Team Participant may be a participant in more than one Proposer Team (whether on the same, or another Project), except as permitted in Section 3.2(b) below for any third-party Tenant Coordinator and/or Tenant Relocator.
- (b) Tenant/community outreach and communication, and the likely need to temporarily relocate tenants are major elements of the Scope of Work. If a Proposer cannot demonstrate in its SOQ a proven track record of successfully interfacing/communicating with tenants and relocating tenants in an occupied building undergoing renovation, such Proposer Team is strongly urged to include an experienced third-party tenant outreach

coordinator (“Tenant Coordinator”) and/or tenant relocation company (“Tenant Relocator”) as part of its Proposer Team (while not a requirement under this RFQ, failure to include a Tenant Coordinator or Tenant Relocator when the Proposer does not demonstrate its experience in these categories may have a negative impact during SOQ scoring). To ensure a fair Procurement process and prevent any Proposer from receiving an unfair advantage by entering into exclusivity arrangements, Proposers may not enter into any exclusivity arrangements with any such third-party Tenant Coordinator and/or Tenant Relocator. NYCHA reserves the right, but has no obligation, to engage in bilateral discussions with any such Tenant Coordinator(s) and Tenant Relocator(s) to better ensure their availability to all Proposers. Note that NYCHA reserves the right to remove tenant relocation services from the SOW at the RFP stage.

Section 3.2(c) below shall apply with respect to a Tenant Coordinator and Tenant Relocator.

- (c) After the SOQs are submitted, neither a Proposer nor any of its Proposer Team Participants may communicate with another Proposer Team with regard to the Procurement.
- (d) With respect to any Tenant Coordinator and/or Tenant Relocator that is part of Proposer’s Team, Proposer shall include in its SOQ a written certification from such Tenant Coordinator and/or Tenant Relocator that the Tenant Coordinator and/or Tenant Relocator will not act as a conduit between or among Proposers (or their respective Proposer Team Members), or share any information that pertains to one Proposer (or their respective Proposer Team Members) to another Proposer (or their respective Proposer Team Members) during its participation in this Procurement.

3.3 Proposer Teams are to Remain Intact

- (a) All Proposer Team Participants identified in a SOQ are required to remain Proposer Team Participants for the duration of the Procurement process and for the resulting Contract, subject to Section 3.3 (b) below.
- (b) Proposer Team Change Requests:

Prior to the creation of a Shortlist, Proposer may request a Proposer Team substitution to NYCHA for its approval, in its sole and absolute discretion; NYCHA reserves the right to summarily reject any such request at its sole and absolute discretion. Proposers shall carefully consider the composition of its Proposer Team, prior to the submittal of the SOQ, to reduce the likelihood of occurrence of any such change request. Proposers with approved Proposer Team Participant changes may affect scores. Proposers that submit Proposals during the RFP stage that include changes to Proposer Team Participants, as identified in a SOQ, without NYCHA’s prior written approval, may be disqualified.

3.4 Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing

- (a) PASSPort is an on-line disclosure system used by the New York City Mayor’s Office of Contract Services. Information regarding PASSPort is accessible at:

<https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>

- (b) All Proposer Team Participants shall create a PASSPort account and file all required disclosures. NYCHA may rely upon the disclosures to determine the responsibility of the Proposer. Proposers and Proposer Members, if applicable, shall keep their PASSPort accounts and disclosures up-to-date for at least one hundred eighty (180) calendar days following the RFQ Submission Deadline. A PASSPort profile and/or login to PASSPort can be created using the URL immediately above.
- (c) 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) during Step One – RFQ stage.

3.5 Costs Associated with the Preparation and Submission of an SOQ

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

Section 4. The RFQ Process

4.1 RFQ Informational Session

- (a) A virtual RFQ Informational Session will be held on the date and time listed in Table 1, Step One – RFQ Timetable. During the session, NYCHA will provide a summary of the Program and other information relevant to this RFQ. Attendance is not required to participate in the RFQ, but it is recommended.
- (b) Pre-Register: Use the link below to register in advance. After registering, a confirmation email will be sent that contains information about joining the RFQ Informational Session. The form can also be used to submit questions in advance.

<https://forms.office.com/g/wX3AdCr3GL>

4.2 Proposer Questions Regarding the RFQ

- (a) **Questions & Requests for Clarifications or Corrections**
 - (i) Proposers may submit questions regarding the contents of this RFQ Package, including requests for clarifications or to correct errors (collectively, “RFQ Questions”). Such RFQ Questions shall be submitted via iSupplier using the Comment and Question Form, attached hereto as Appendix F.
 - (ii) RFQ Questions shall be received by NYCHA no later than the date and time specified for the RFQ Question Deadline in Table 1, Step One – RFQ Timetable in order to receive a response.
- (b) **NYCHA Responses**
 - (i) NYCHA’s responses to RFQ Questions will be posted on iSupplier; they will not be e-mailed or mailed directly to any Proposer.
 - (ii) NYCHA’s responses will not indicate which Proposer raised which question. NYCHA may consolidate or rewrite questions and may post multiple sets of questions and answers which shall be available to all Proposers.

4.3 RFQ Addenda

- (a) If necessary, NYCHA will issue Addenda to modify conditions or requirements of this RFQ. Addenda will be disseminated through iSupplier. NYCHA is not responsible if potential Proposers fail to receive notification of posted Addenda.
- (b) If, in NYCHA’s sole judgment, additional time is required for Proposers to submit a SOQ following the issuance of an Addenda, NYCHA may grant an extension of time to all Proposers.

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

4.4 SOQ Submission

- (a) Proposer shall submit their respective SOQs in accordance with Section 6, SOQ Submission Requirements, and prior to the SOQ Submission Deadline.

4.5 Replacement or Withdrawal of an SOQ Prior to Submission Deadline

- (a) On or before the SOQ Submission Deadline, a Proposer may:
 - (i) Replace a previously submitted SOQ in its entirety with a new and complete substitute SOQ. NYCHA will not insert pages or otherwise modify the Proposer's SOQ. The front cover of a replaced SOQ must identify it as a replaced SOQ and must include the date on which it is submitted.
 - (ii) Withdraw its SOQ from consideration by notifying the NYCHA Designated Contact in writing of its desire to withdraw the SOQ.

4.6 Minimum Qualifications, SOQ Ranking Process and Shortlisting

- (a) In order to be evaluated for a Project, Proposers and/or collectively with their respective Proposer Members, are required to first demonstrate satisfaction of the Minimum Qualifications, for such Project.
- (b) SOQs received by the SOQ Submission Deadline and which meet the Minimum Qualifications, in NYCHA's sole and absolute discretion, will be evaluated and ranked in accordance with the process set out in this RFQ.
- (c) SOQs that fail to satisfy the Minimum Qualifications will receive no further consideration.
- (d) Such evaluation and ranking will be performed separately for each Project. There will be a separate Shortlist for each Project.
- (e) After ranking, NYCHA will Shortlist up to three (3) of the top ranked Proposers that are in the competitive range to proceed with the Procurement with respect to the specific Project.

4.7 Confidential Information

- (a) Documents and other materials submitted to NYCHA (including Proposers' SOQs) may be subject to disclosure under New York State Freedom of Information Law, N.Y. Pub. Off. Law §§ 85-90 ("FOIL") or other applicable laws. FOIL generally mandates the disclosure of documents in possession of NYCHA upon request of any person, unless the content of the document falls under a specific exemption to disclosure. A Proposer may request that documents or other materials submitted to NYCHA in connection with this RFQ (including within with such Proposer's SOQ) be treated by NYCHA as confidential or proprietary (including any documents or other materials that include trade secrets or are maintained for the regulation of commercial enterprise that, if disclosed, would cause substantial injury to the competitive position of the Proposer), provided the Proposer clearly labels such documents or other materials as being "Confidential" (the "Confidential Material"). The Proposer must also state why, with relevant and substantial arguments, it believes the question, comment, material or information is exempt from disclosure under FOIL or other applicable law. Blanket designations that do not identify the specific information that the Proposer believes is Confidential Material and the specific reason such material is believed to be Confidential will not be acted upon by NYCHA.
- (b) No designation by a Proposer of any documents or other materials submitted to NYCHA in connection with this RFQ as confidential will be (i) binding on NYCHA, or (ii) determinative of any issue relating to the application of, or treatment of such question, comment or information by NYCHA.
- (c) If and when a public records request for the claimed Confidential Material is received, NYCHA Designated Contact will notify the relevant Proposer in writing. Such Proposer will have ten (10) calendar days thereafter to (i) notify NYCHA Designated Contact if Proposer does not object to such disclosure, or (ii) obtain a court order enjoining such disclosure. NYCHA Designated Contact may extend time to obtain a court order in their sole discretion. If the Proposer does not provide NYCHA Designated Contact with a court order enjoining disclosure of the claimed Confidential Material during the designated time period, NYCHA Designated Contact will make the claimed Confidential Material requested available for inspection.
- (d) If any Proposer has elected to seek a court order enjoining disclosure (as described above), the Proposer (not NYCHA) shall be responsible for all costs and expenses associated therewith and with defending NYCHA as to any denial of a request for disclosure of any question, comment or information claimed by such Proposer to be Confidential Material. Without limiting the foregoing, if the Proposer has elected to seek a court order enjoining disclosure (as described above), the Proposer shall:
 - (i) defend any related claim (at its own cost);
 - (ii) at the option of NYCHA, defend NYCHA and the City (as applicable) from and against all claims, losses and damages relating thereto; and

- (iii) indemnify NYCHA and the City for any claims, costs and expenses (including legal costs and expenses) incurred by them in such defense.
- (e) In no event will NYCHA, the City, nor any of their respective agents, representatives, advisors, consultants, directors, officers or employees, be liable to a Proposer, or any other entity or person, for the disclosure of all or a portion of any question, comment or information, or materials submitted in connection with this RFQ (other than in the case of an intentional, bad-faith disclosure).

Section 5. SOQ Evaluation Process

5.1 Evaluation Objectives

The objective of Step One of this Procurement is to create a Shortlist for each Project of the most highly qualified Proposers with the general capability, capacity, and past performance necessary to successfully undertake and timely complete such Project. Only Proposers that demonstrate a capability to complete the SOW in its entirety will be eligible to be included on the Shortlist for such Project. NYCHA expects design innovation and high collaboration and responsibility standards of the Design-Builder, and this is reflected in the qualitative evaluation factors of this RFQ and will also be reflected in the subsequent RFP.

5.2 SOQ Evaluation Committees

NYCHA will establish a separate SOQ Evaluation Committee for each Project that will be responsible for evaluating the SOQs and Shortlisting Proposers with respect to the relevant Project.

5.3 Review and Evaluation of the SOQ

- (a) An SOQ determined by NYCHA to satisfy the Minimum Qualifications Requirements will be evaluated using the qualitative evaluation factors in Section 5.4 below (the “Evaluation Criteria”).
- (b) SOQs for each Project must be self-contained presentations of a Proposer’s qualifications and therefore must contain all the information necessary to allow the Evaluation Committee to make a complete and comprehensive evaluation. Proposers shall not assume that any member of an Evaluation Committee will have previous knowledge of any Proposer Team Participant. However, an Evaluation Committee may also consider information provided by Proposers during Proposer interviews and presentations, if any. Further, Proposers shall limit the information included in their SOQs to the information necessary to demonstrate satisfaction of the Minimum Qualifications, address the qualitative evaluation factors, and provide any other information specifically requested in this RFQ. The Proposers shall not include general marketing brochures or generic narratives in their SOQs.

5.4 Evaluation/Scoring of SOQs

- (a) SOQs meeting the Minimum Qualifications will be evaluated by the Evaluation Committee for the relevant Project. Each category of the Evaluation Criteria will be scored by a voting member of the Evaluation Committee on the following scale:
 - 0 points:** Does not comply; does not meet experience/qualification requirements.
 - 1 point:** Complies and meets many of the experience/qualification requirements, but requires some compromises.
 - 2 points:** Complies and meets all the experience/qualifications requirements.

3 points: Complies and exceeds the experience/qualifications requirements.

4 points: Complies and significantly exceeds all the experience/qualifications requirements.

(As used above, “comply” or “complies” is regarding whether the SOQ contains the documentation required by the category of Evaluation Criteria.)

- (b) The scores for each category of the Evaluation Criteria will then be weighted as set forth below.

Evaluation Criteria - Categories		Weight
1.	Proposer’s Organization	25%
2.	Proposer’s Demonstrated History; Quality of Experience and Prior Performance	25%
3.	Proposer’s Design-Build Approach	15%
4.	Proposer’s Financial Strength and Capabilities	15%
5.	Proposer’s Diversity Practices	10%
6.	Proposer Team’s Safety Record and Resources	10%
Total		100%

See Section 6.4 for components to be demonstrated for each category.

- (c) All scored SOQs for a Project will then be ranked in order of the total weighted scores, with the highest total weighted score receiving the highest rank.
- (d) A Proposer’s compliance with the required SOQ format and organization set out in this RFQ may also be considered by the relevant Evaluation Committee as part of any qualitative evaluation score rendered in accordance with this Section.

5.5 NYCHA Requests for Clarification

- (a) If the information provided in an SOQ requires clarification, NYCHA may notify the Proposer and request that a clarification(s) be submitted within the time period deemed appropriate by NYCHA. 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 NYCHA with notations of the insufficiencies or omissions and may be accompanied by a request for clarifications and/or submittal of corrected documents. If a response is not provided within the time frame specified by NYCHA, the Proposer’s SOQ may be declared non-responsive.
- (b) Responses to NYCHA requests for clarification shall be limited to providing the specific information requested by NYCHA and shall be submitted to NYCHA Designated Contact by e-mail no later than the deadline specified in NYCHA’s request for clarification. Any information included in a response that is not information specifically requested NYCHA shall be disregarded by NYCHA.

5.6 Notification to Proposers of Shortlisting Status

Each Proposer will be notified in writing via iSupplier, or other communication medium chosen by NYCHA, advising if it has been Shortlisted for any Project. Shortlist notifications may be expected no later than the date specified in Table 1 – Step One - RFQ Timetable.

5.7 NYCHA Standard Protest Procedure

- (a) Any challenge or protest under, or in any way relating to, this RFQ (a “Protest”) may only be pursued and undertaken in accordance with, and subject to, the NYCHA Standard Procedure 002:94:1, Resolution of Procurement Protests, which is available at <https://www1.nyc.gov/assets/nycha/downloads/pdf/Protest-Procedure.pdf> (the “Protest Procedure”).
- (b) Each party receiving this RFQ, whether or not it submits a SOQ, shall be deemed to have expressly recognized and accepted the limitations and restrictions on its rights to Protest set forth in the Protest Procedure, waives all other rights and remedies, and agrees that any decision or resolution rendered in accordance with the Protest Procedure shall be binding and final. If any party receiving this RFQ disputes, challenges or otherwise fails to follow the Protest Procedure, it shall indemnify, defend, and hold NYCHA 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.

Section 6. SOQ Submission Requirements

6.1 General Submission Requirements

- (a) SOQs shall be received by NYCHA no later than the SOQ Submission Deadline specified in Table 1, Step One – RFQ Timetable.
- (b) A Proposer shall submit a separate, complete, and self-contained SOQ package for each Project it desires to be evaluated for.
- (c) A Proposer shall provide accurate and complete information to NYCHA. If information is not accurate and complete, the Proposer’s SOQ may be considered non-responsive.

6.2 Minimum Qualifications (Pass/Fail)

- (a) All SOQs received by the SOQ Submission Deadline will be reviewed by NYCHA to determine whether the Minimum Qualifications have been met. NYCHA reserves the sole and exclusive right to determine whether the Minimum Qualifications have been met by a Proposer.
- (b) SOQs that do not meet the Minimum Qualifications will be considered non-responsive and will not be further evaluated. Proposer shall submit a completed Minimum Qualification Form (attached as Exhibit 2, Minimum Qualifications Form) describing how it meets each of the specified Minimum Qualifications.
- (c) The Minimum Qualifications are as follows:
 - (i) The Proposer and each Proposer Team Participant shall submit documentation to demonstrate that it is authorized and to do business in New York State. Such documentation shall include a certificate of good standing from the jurisdiction in which they are organized, dated no more than thirty (30) days prior to the SOQ Submission Deadline, and. If not organized in the State of New York, the certificate of good standing must be accompanied by (i) a certificate from the office of the Secretary of State of New York that the Proposer or Proposer Team Participant is authorized to transact business in the State of New York, and (ii) evidence of designation of an agent in the State of New York on whom service can be made in the event of litigation.
 - (ii) Authorization to Practice Engineering in New York

Relevant Proposer Team Participants and Key Personnel shall be authorized to practice engineering in the State of New York. A copy of the relevant “Certificate of Authorization to provide Professional Engineering Services in New York State” issued by the New York State Education Department, Office of the Professions, shall be included with the SOQ for all Proposer Team Members that are engineering firms, and for all Key Personnel who are engineers and will be performing engineering services.

(iii) Authorization to Practice Architecture in New York

Relevant Proposer Team Participants and Key Personnel shall be authorized to practice architecture in the State of New York. A copy of the relevant licensure in New York State must be provided in the SOQ.

(iv) Bonding Ability and Capacity

(A) SOQ Package shall contain a letter from a surety (or agent thereof) that is signed by an authorized officer or agent provides the following information of the Proposer (or the Proposer Members collectively):

(1) Total current available bonding capacity, which must satisfy the minimum bonding capacity required for a Project, or the combined total for both Projects, as stated in the appropriate Project Summary in Appendix B; and

(2) Aggregate bonding capacity.

As used above, “current” shall mean within thirty (30) calendar days of the date of the SOQ Submission Deadline.

(B) Such letter shall also provide details regarding any guarantor or indemnitor (including any Proposer Team Participant) that surety relies upon for the purpose of confirming the above capacity.

(C) If a Proposer is or will be a joint venture, and only one Proposer Member intends to provide the applicable surety indemnity for the bond, such Proposer shall provide an explanation, with confirmation from the surety.

(D) The surety company (or companies) providing the letter shall be:

(1) approved by the City (for more information, see <https://www.nyc.gov/nycbusiness/description/surety-bond-registration>),

(2) authorized to do business in the State of New York, and

(3) on the current list of certified surety bond companies provided by the Department of the Treasury of the United States.

(E) Letters from surety brokers, or letters indicating unlimited bonding capacity, will not be accepted.

(v) Insurance Coverage

(A) SOQ shall include a letter from an insurance company, signed by an authorized officer or agent of such insurance company, that affirmatively

states with specificity that the Proposer Team has the ability to obtain and maintain during the term of a Contract, the insurance policies and coverages in compliance with the insurance requirements set forth in Appendix B, Project Descriptions.

- (1) The Proposer Team Participant providing insurance shall obtain endorsements or other consents from its carriers to ensure that coverage will extend to the work performed by the entire Proposer Team.
- (2) If a Proposer is or will be a joint venture, and only one Proposer Member intends to provide the applicable insurance, such Proposer shall provide an explanation, with confirmation from the insurance company.

6.3 SOQ Packaging and Submission Requirements

- (a) Each Proposer shall electronically upload into iSupplier a **single .pdf** containing its SOQ for each Project, which shall not exceed 4 GB. NYCHA will not accept SOQs submitted in any other manner. The submission of attachments containing embedded documents or proprietary file extensions is prohibited.
- (b) All SOQs and any accompanying materials shall become the property of NYCHA and will not be returned to the Proposers.
- (c) NYCHA retains the right to request any documents or instruments including, but not limited to, corporate resolutions, incumbency certificates, or other forms of verification, for purposes of confirming that the signatory thereon is duly authorized to execute and deliver such SOQ on behalf of the Proposer.
- (d) SOQs shall be submitted with the content, sequence, and identification set forth in Section 4.4 below, and include a completed Exhibit 1, SOQ Submission Checklist Form.

6.4 SOQ Content Requirements/Evaluation Criteria Category Required Documentation

- (a) **Cover Letter**
 - (i) Submit a maximum three (3) page cover letter (the “Cover Letter”) signed by the Proposer that contains the following:
 - (A) The first page of the Cover Letter shall identify:
 - (1) the Proposer and any Proposer Members;
 - (2) any other participants on the Proposer Team (such as major subconsultants or subcontractors); and

- (3) the relevant Project and, if the Proposer is submitting SOQs for more than one Project, its priority of preference as between the Projects, or whether it is proposing to perform both Projects.
 - (B) Summarize key elements of the SOQ.
 - (C) Contain a statement confirming the Proposer Team Participants' PASSPort accounts and disclosure filings are up to date as of the SOQ Submission Deadline.
 - (D) Describe the ability of Proposer and each of the Proposer Team Participants, as appropriate, to comply with applicable legal and professional licensing requirements, including the provisions of Articles 145, 147 and 148 of the Education Law and regulations/guidance promulgated by the Department of Education.
 - (E) Describe the past record of compliance with New York State Labor Law by Proposer Team Participants.
 - (F) Proposer's Designated Contact: Identify a single contact person to receive all NYCHA communications during this RFQ, including the individual's:
 - (1) Name
 - (2) Title
 - (3) Mailing Address
 - (4) Direct Telephone Number
 - (5) Direct Email Address (must be on company-controlled server and shall be for the exclusive use of the individual identified (e.g., not "info@" or "@gmail.com"))
 - (6) Note that the Proposer Designated Contact can only be modified by a notice in writing to NYCHA.
- (b) **Minimum Qualification Documents**
- (i) Proposer shall submit Exhibit 2, Minimum Qualifications Form, and the supporting documents demonstrating its satisfaction of the Minimum Qualifications. If the required documentation is included in another section of the SOQ, include a duplicate as an attachment to the Minimum Qualifications Form.

(c) **CATEGORY 1. Proposer Organization**

SOQs will be evaluated to assess the composition of the Proposer, prior experience among Proposer Team Participants, and collective capability of the Proposer Team to perform the requirements of the SOW as a unified design-build team.

(i) Proposer's Legal Structure

(A) Describe the legal structure(s) that Proposer proposes to execute the Contract (e.g., joint venture, corporation, limited liability company, or other).

(B) If the Proposer is a joint venture or other partnership of multiple Proposer Members, a description or a copy of the teaming agreement or, at minimum, the letter of intent to create a team, executed by each of the Proposer Members.

(1) Such description or documentation shall be similar in content to that of the AIA-AGC DB Teaming Checklist or the DBIA Teaming Checklist.

(2) A Proposer may use the teaming agreements or other agreements that are specifically developed for its Proposer teaming arrangement (see AIA Form C102-2015, DBIA Form 580).

(3) The teaming or other agreement shall also identify the Construction Lead, Design Lead, and the Designer Of Record, if different than the Design Lead.

(C) If the legal entity that Proposer proposes to execute the Contract has not yet been formed, the SOQ shall fully describe the proposed formation (structure and organization) of the legal entity, once formed, that would enter into a Contract.

(ii) Proposer and Proposer Team Participants Information

(A) Provide the following for the Proposer and each Proposer Team Participant (including any Proposer Members):

(1) A completed Proposer Team Information Form (see Exhibit 5); and

(2) Copies of its organizational documents (e.g., certification or formation, bylaws, joint venture, limited liability company agreement, or other as applicable)

(iii) Description of Other Proposer Team Participants

- (A) Identify the Proposer Team Participants (other than Proposer or Proposer Members) including the entities that will provide, architectural, engineering, and construction services, and tenant interface/outreach and relocation services.
 - (1) The Proposer, or collectively with its Proposers Members and Proposer Team Participants, shall be able to meet all licensing, insurance, authorization, and surety obligations required to deliver the SOW.
- (B) Describe the roles and responsibility of Proposer Team Participants and Key Personnel and how each will interact with NYCHA and its consultants during the pre-construction, construction, and post-construction phases of the Work; include pre-design and final programming, design completion, pre-construction, construction, commissioning, training, and turn-over to NYCHA, including warranty and other related issues.
- (C) Describe (if applicable) where and how recently the Proposer Team Participants have worked together on past projects and the benefits that have resulted from such past collaboration. Describe the alignment of interests among the Proposer Team Participants.
- (D) Describe how the Proposer will integrate the different Proposer Team Participants and Key Personnel into a cohesive design-build organization. Include a description of management strategies, internal communication protocols, coordination tools, and planning efforts that Proposer will employ to ensure a successful Project.

(iv) Overall Proposer Team Information:

- (A) Organizational Charts - Provide organizational charts of the following:
 - (1) The Proposer, Proposer Members and Proposer Team Participants organized to show how they will perform the Work as an integrated design-build team.
 - (2) For the Proposer and each Proposer Member and other Proposer Team Participants, an internal organizational chart with the names of individual staff members to illustrate its reporting structure and how it will manage execution of the Work. Each such organizational chart shall include:
 - i. Lead Representative for Proposer Members and Proposer Team Participants - Identify the individual who will be the lead representative for the entity in

performing the Work, responsible for the overall management of the Proposer Member or Proposer Team Participant, and provide contact information including title, mailing address, telephone number, and direct email address.

- ii. Lead Manager for Proposer Members and Proposer Team Participants - If different the Lead Representative, identify the individual who will be responsible for the day-to-day oversight of the Work and provide contact information including title, mailing address, telephone number, and direct email address.
- iii. Key Personnel – Complete Exhibit 8, Key Personnel Form, with respect to the Key Personnel of the Proposer, Proposer Members and Proposer Team Participants.

- (B) Resumes – Provide maximum two (2)-page resumes for each Lead Representative, Lead Manager, and other Key Personnel. Resumes shall include education, professional qualifications, employment history, and relevant project experience.
- (C) Team Member Representative Narrative - Provide a narrative description of the roles of the Lead Representative and Key Personnel.
- (D) Office Locations – Identify the physical location of the office(s) of the Proposer and each Proposer Member and Proposer Team participant from which work will be performed.

(d) **CATEGORY 2: Proposer’s Demonstrated History**

SOQs will be evaluated to assess the Proposer Team’s experience on past projects similar in size and complexity, and evidence of past performance, quality, and relevance of past work, and references.

(i) Proposer Team Experience

- (A) If any Proposer Team Participants have worked together in the past (whether or not on a design build project), provide descriptions of the relevant projects and how such Proposer Team Participants collaborated. The description of each project should not exceed one page and should include the following information:

- (1) The nature of the project (including, at a minimum, the project type date (commencement and completion, as applicable), and client contact information (name, address, email address and phone number).

- (2) The role of each Proposer Team Participant in the project.
 - (3) The contract value for design services, the contract value for the construction services, and the overall contract value.
- (B) Provide description of Proposer Team Participants’ experience working on projects that required multi-channel community outreach and communications, and coordinating and implementing resident relocations.
- (C) Provide a narrative describing the reasons each Proposer Team Participant was selected.
- (ii) **Proposer Team’s Prior Performance and References**
- (A) Proposer Team Reference Projects:
- (1) Provide the following with respect to the applicable projects (the “Reference Projects”):
 - i. Provide a three (3) page narrative setting forth the Construction Lead’s experience on large scale residential, hotel, dormitory, or comparable construction projects in an urban area within last ten (10) years. Reference at least three (3) but no more than five (5) construction projects.
 - ii. Provide a three (3) page narrative setting forth the Design Lead’s experience on large scale residential, hotel, dormitory, or comparable construction projects in an urban area within the last ten (10) years. Reference at least three (3) but no more than five (5) design projects.
 - iii. Provide a three (3) page narrative setting forth the experience of the Construction Lead and the Design Lead on a design-build team for large scale residential, hotel, dormitory or comparable construction projects in an urban area within the last ten (10) years. Reference up to five (5) design-build projects. Of particular interest are Reference Projects in which the Construction Lead and Design Lead worked together, if applicable.
 - (2) A single Reference Project may be referenced in connection with multiple categories above, where appropriate.
 - (3) Where applicable, Reference Projects should demonstrate multi-channel community outreach and communications and coordinating and implementing resident relocations.

- (4) For each Reference Project, provide a completed a Reference Project Information Form (see Exhibit 6).

(B) References

- (1) For the Proposer (including any Proposer Members), Construction Lead, Design Lead, and other Proposer Team Participants, provide letters of reference (limited to two (2) pages each) from the following:
 - i. Three (3) clients/owners on completed projects. Reference shall include the project name, location, description, construction cost, and completion date.
 - ii. One (1) client/owner on an in-progress project. Reference shall include the project name, location, description, and construction cost.
 - iii. Up to three (3) clients/owners on a completed building general construction or design-build project occupied buildings. Reference shall include the project name, location, description, construction cost and completion date.
 - iv. Three (3) material and/or supply companies.
 - v. One (1) banking reference.
 - vi. One (1) labor organization reference.
- (2) Each letter of reference shall provide the following information for a point of contact:
 - i. Name
 - ii. Title
 - iii. Telephone Number
 - iv. Email Address
 - v. Identify the relevant Reference Project(s) (if applicable).
- (3) Please note that references required under this Section can duplicate the references as provided in the Reference Project Information Form (Exhibit 6).

(e) **CATEGORY 3: Proposer’s Design-Build Approach Narrative**

SOQs will be evaluated to assess the quality and feasibility of the Proposer Team’s overall approach to perform the requirements of the Project within the specified timeframe while minimizing the impact to the residents at the Project location.

(i) **Project Design-Build Approach:** Provide a ten (10)-page maximum narrative outlining the Proposer’s design-build implementation approach, including approach to interfacing with residents, communication, and community engagement.

(A) At a minimum, the narrative shall:

(1) Provide examples of how the Proposer Team Participants will bring forth innovative solutions to meet the challenges of the applicable Project.

(2) Provide an overall assessment of the technology contemplated for the applicable Project(s) and any technological alternatives that NYCHA could consider.

(3) Identify the most significant challenges likely to be confronted in the applicable Project(s) and possible approaches to addressing the challenges. Describe how the Proposer Team Participants have responded to such or similar challenges in other projects.

(B) The Proposer’s design-build approach shall acknowledge and reflect the needs of all who live at and otherwise use the buildings in the development.

(ii) NYCHA will evaluate the Proposer’s approach and methodology to tenant interface and communication.

(iii) NYCHA will also evaluate the Proposer’s approach to community engagement, and how and when key trade partners will be brought onboard.

(f) **CATEGORY 4. Demonstration of Proposer’s Financial Strength and Capabilities**

SOQs will be evaluated to assess the Proposer’s financial strength and capabilities to perform the Work.

(i) Provide the last three (3) years of Audited Financial Statements prepared by an independent Certified Public Accountant for the Proposer and each Proposer Member (if any); or provide a guaranty in form and substance satisfactory to NYCHA, in its sole discretion.

- (ii) Provide any other documentation such as balance sheets, profit and loss statements, and credit lines to demonstrate evidence of financial strength and capabilities of the Proposer and each Proposer Member.
- (iii) NYCHA reserves the right, in its sole discretion, to request additional documentation regarding the financial strength of the Proposer, Proposer Member, or any other Proposer Team Participant.

(g) **CATEGORY 5. Proposer’s Diversity Practices**

SOQs will be evaluated to assess the Proposer’s commitment to diversity in its hiring practices and demonstrated success in achieving goals for MWBE and Section 3 Business Concern subcontracting participation.

- (i) Provide a narrative of up to three (3) pages maximum describing Proposer’s approach and methodology for:
 - (A) Achieving diversity and inclusion in its workplace, as demonstrated by its internal hiring practices.
 - (B) Satisfying MWBE Requirements
 - (C) Satisfying Section 3 Requirements
- (ii) The narrative shall include the Proposer’s internal diversity practices as well as diversity with respect to selecting its subcontractors and suppliers.
- (iii) Provide copies (up to 50 pages in total) of documentation supporting organizational commitment to diversity, as demonstrated by policies, internal structures, practices, and past and current performance on existing projects.

(h) **CATEGORY 6. Proposer Team’s Safety Record and Resources**

SOQs will be evaluated to assess the Proposer’s safety record and responses to any safety events.

- (i) Safety Records and Resources
 - (A) Provide a three (3)-page maximum narrative outlining the Proposer’s approach and methodology for quality control and safety.
 - (B) The Proposer shall provide copies (up to 50 pages in total) of safety-related policies, internal structures, practices, and part and current performance on existing projects.
 - (C) The Proposer and each of its Proposer Members, and the Construction Lead, shall complete the Safety Questionnaire Form attached hereto as Exhibit 8.

(i) **OTHER REQUIRED SOQ CONTENT REQUIREMENTS:**

In addition to all forms and attachments specified in this RFQ, Proposer shall also complete and include in its SOQ the following forms, with all attachments and supporting documents as may be required for each:

- (i) NYC Mayor's Office of Contract Services Doing Business Data Form, https://www1.nyc.gov/assets/hra/downloads/pdf/business/doing_business_data_form.pdf
- (ii) HUD Form 2530 - Previous Participation Certification, <https://www.hud.gov/sites/dfiles/OCHCO/documents/2530.pdf>
- (iii) HUD Form 2992 - Certification Regarding Debarment and Suspension (Exhibit 4)
- (iv) HUD Form 50071 - Certification of Payments to Influence Federal Transactions, <https://www.hud.gov/sites/documents/50071.PDF>

Section 7. Legal Requirements and Policy Matters

7.1 Project Labor Agreement

Each Project will be subject to a Project Labor Agreement (“PLA”) in place at the time of award. A copy of the PLA will be included or incorporated by reference into the RFP.

7.2 Section 3 HUD Mandate

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) mandates that employment and other economic opportunities generated by federal assistance to public housing authorities shall, to the greatest extent feasible, be directed to public housing tenants and other low and very-low income persons or business concerns residing in the community where the project is located. Under a Contract, a Design-Builder will be required to comply with such Section 3 mandate with respect the Projects. As will be described in more detail in each RFP, a Proposer will be required to complete and submit the Section 3 Resident Economic Opportunity Plan (NYCHA Form 136.122) with its RFP Proposal. See Appendix C, Summary of Select Contract Terms. NYCHA maintains a firm commitment to residents to create meaningful opportunities for the hiring of Section 3 residents and Section 3 business concerns as part of these Projects.

7.3 Contracting with Minority and Women-Owned Business Enterprises

In July 2021, NYCHA established a program for greater participation in NYCHA procurements by New York City Department of Small Business Services, certified minority-owned business enterprises and women-owned business enterprises (the “M/WBE Program”). A Design-Builder under a Contract will be required to comply with such M/WBE Program (see Appendix C, Summary of Select Contract Terms). Additional information is available at: <https://www1.nyc.gov/site/nycha/business/Minority-Women-Business-Enterprises-MWBE.page>.

7.4 Prohibited Parties

Advisors retained to provide assistance to NYCHA in connection with this Procurement are not eligible to participate as Proposer Team Participants, or otherwise advise or assist any Proposer with respect to this Procurement. These advisors are set forth in Appendix D, NYCHA Advisors (Ineligible Firms).

7.5 Anti-Corruption Notice, False Statements and False Claims

All Proposers are hereby given notice of the Anti-Corruption notice issued by the Office of the Inspector General for the New York City Housing Authority, as set forth in the attached Appendix E, NYCHA Anti-Corruption Notice.

Proposer’s false statements and/or claims made in connection with the submission of a SOQ could subject the Proposer to criminal or civil penalties pursuant to 18 U.S.C. 1001 and 31 U.S.C. 3729.

7.6 Responsibility Review

- (a) Prior to the award of a Contract, NYCHA will conduct a review to determine whether a Proposer (or each Proposer Team Participant, if applicable) is a responsible entity that possesses the integrity to justify the Contract award, and the capacity to fully perform the requirements of the Contract. Specifically, NYCHA reserves the sole right to determine responsibility, which includes NYCHA's assessment of the Proposer's (and, if applicable, Proposer Team Participants') integrity, skill, capacity, experience, facilities for conducting the work/services to be performed, financial and organizational capacity, legal authority, and previous contract performance. NYCHA's determination as to whether a Proposer and/or Proposer Team Participant is responsible will be based on the information furnished by the Proposer and/or Proposer Team Participants, interviews (if any), and any other sources the NYCHA deems appropriate. NYCHA reserves the right to request additional information to assist it in making the above determinations.
- (b) A Proposer's Shortlisting under this RFQ does not represent a finding of responsibility with respect to the Proposer or any member of its Proposer Team. After a Proposer is Shortlisted for a Project and prior to award of the Contract for such Project, NYCHA may determine that a Shortlisted Proposer is not responsible and remove the Proposer from the Shortlist. A Proposer removed from the Shortlist is, among other things, ineligible to (i) receive an RFP, (ii) submit a Proposal in response to an RFP, and (iii) be awarded, or enter into, a Contract.

7.7 NYCHA Disclaimers and Reserved Rights

- (a) Neither NYCHA, the City, nor any of their respective agents, representatives, advisors, or consultants make, or shall be deemed to have made, any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any information otherwise provided, whether orally or in writing, other than such representations or warranties expressly stated as such in a definitive contract executed between NYCHA and the successful Proposer under the Step Two - RFP. Neither the receipt of this RFQ, nor any information contained herein or supplied herewith or subsequently communicated to any person, whether orally or in writing, in connection with any Project involving NYCHA or its agents, representatives, advisors, or consultants shall constitute, or be interpreted as constituting, the giving of financial, legal, technical, or other advice.
- (b) This RFQ does not constitute a formal offer or commit or otherwise bind NYCHA to enter into a contract or proceed with the Procurement described in this RFQ. The receipt of SOQs or other documents at any stage of the Procurement process will in no way obligate NYCHA to proceed with the Procurement or enter into any contract of any kind with any entity or person.
- (c) Neither NYCHA, the City, nor any of their respective agents, representatives, advisors, or consultants shall be liable or responsible to pay or reimburse all or part of the costs or expenses incurred or alleged to have been incurred by parties considering a SOQ or

responding to this RFQ or otherwise in connection with this RFQ (including, without limitation, for travel expenses related thereto).

- (d) All materials submitted by Proposers in connection with this RFQ will become the property of NYCHA and become a matter of public record available for review pursuant to New York State law (unless an exception applies under New York State law).
- (e) NYCHA may, in its sole and absolute discretion:
 - (i) withdraw or cancel this RFQ in whole or in part, or revise this RFQ at any time, without incurring any cost, obligations or liabilities;
 - (ii) reject all SOQs to this RFQ;
 - (iii) extend any deadline in this RFQ;
 - (iv) modify the scope of any Project, or modify this RFQ, the Procurement process, or documentation described in this RFQ (by addenda or otherwise);
 - (v) issue addenda, supplements, and modifications to this RFQ;
 - (vi) schedule oral presentations, interviews and/or meetings or discussions with one or more Proposers, including any Proposer Team Participants, within each Proposer, prior to the selection of the Shortlisted Proposers under this RFQ;
 - (vii) independently verify any information in any SOQ submission;
 - (viii) waive any irregularities in a SOQ or any requirements under this RFQ and negotiate with any or all Proposers, in any manner necessary, in its sole judgment and discretion, to serve the best interest of NYCHA;
 - (ix) appoint additional evaluation teams to review SOQs and seek the assistance of outside technical, financial, legal, and other experts and consultants;
 - (x) permit or request clarifications, or additional information with respect to a SOQ;
 - (xi) require confirmation of information submitted by a Proposer, require additional information from a Proposer concerning its SOQ, or require additional evidence of, or alternative, qualifications to perform the SOW;
 - (xii) seek or obtain data from any source that has the potential to improve NYCHA's understanding and evaluation of a SOQ;
 - (xiii) increase or decrease the number of Shortlisted Proposers under this RFQ;
 - (xiv) disqualify any Proposer that changes its SOQ, or modified its team, after the RFQ Submission Deadline, without NYCHA's approval;

- (xv) disqualify any Proposer from the Procurement process for violating any rules or requirements of the Procurement specified in this RFQ or applicable law;
- (xvi) accept, reject, or seek additional information regarding a Proposer's request to make any changes to its organization;
- (xvii) revise the evaluation factors or methodology prior to the RFQ Submission Deadline;
- (xviii) issue a new request for qualifications or request for proposals after cancellation of this RFQ;
- (xix) not issue an RFP, or not pursue any Project, or develop some or all of the Projects itself;
- (xx) disclose information submitted to NYCHA as permitted by applicable law or this RFQ;
- (xxi) exercise any other right reserved or afforded to NYCHA under this RFQ or applicable laws and regulations; and/or
- (xxii) exercise its discretion in relation to the matters that are the subject of this RFQ as it considers necessary or expedient in the light of all circumstances prevailing at the time which NYCHA considers to be relevant.

* * *



APPENDIX A

DEFINITIONS

Capitalized terms used in this RFQ shall have the following meanings:

“Addenda” or **“Addendum”** means written supplemental additions, deletions, and modifications to the RFQ or RFP issued by NYCHA.

“City” means the City of New York.

“Construction Lead” means the Proposer Member or other Proposer Team Participant with the overall responsibility for the performance of the construction work.

“Contract” means a written agreement between NYCHA and the Successful Proposer/Design-Builder that results from this Procurement and sets forth the obligations of the parties with respect to a Project.

“Design Lead” means the Proposer Member or other Proposer Team Participant with the overall responsibility for the architectural, engineering, and design elements of the Work.

“Design-Builder” means the entity selected pursuant to an RFP that enters into the Contract with NYCHA with respect to a Project.

“Designer Of Record” or **“DOR”** means the Person engaged by the Design-Builder that is responsible to sign the Released For Construction documents and revisions thereto, and to certify that work has been performed in accordance with Contract requirements, and the Design-Builder’s Released For Construction documents.

“Evaluation Committee” means the group of individuals selected by NYCHA for purposes of evaluating SOQs.

“HUD” means the U.S. Department of Housing and Urban Development.

“Key Personnel” means the individuals identified by a Proposer, Proposer Member, or other Proposer Team Participant in a completed Exhibit 8, Key Personnel Form.

“Lead Manager” means the individual who will be responsible for the day-to-day oversight of implementation of the Work, if different from a Lead Representative.

“Lead Representative” means the individual who will be the lead representative of a Proposer Team responsible for the overall management of a Proposer Member or Proposer Team Participant.

“NYCHA” means the New York City Housing Authority.

“NYCHA Designated Contact” means the person identified in Section 2.1 - NYCHA’s Designated Point of Contact.

“Proposal” means a timely and conforming proposal submitted by a Proposer in response to the RFP issued in its final form.

“Proposer” means, as the context may require, the entity submitting a SOQ in response to this Step One - RFQ or a Proposal in response to a Step Two RFP.

“Proposer Member” means any entity or person that is a component of a Proposer, if the Proposer is comprised of more than one entity.

“Proposer Designated Contact” means the sole contact person who is authorized and will be responsible to receive all NYCHA communications during this RFQ process.

“Proposer Team” means, collectively, the team comprised of all entities or persons identified by a Proposer in its SOQ as performing any part of the SOW, including, without limitation, the Construction Lead, the Design Lead, any Tenant Coordinator, any Tenant Relocator, the Key Personnel, and subcontractors.

“Proposer Team Participant” means any entity or person that is a member of a Proposer Team.

“Reference Project” means a project submitted as part of an SOQ to demonstrate past performance.

“RFC” or **“Released For Construction”** means the final design documents, incorporating comments and input from NYCHA as appropriate, that have been reviewed, approved, and signed by the DOR that the Design-Builder will use to procure, install, and construct the Work.

“RFP” or **“Request for Proposals”** means the Step Two - Request for Proposal issued by NYCHA, including all Addenda thereto.

“RFQ” or **“Request for Qualifications”** means this written Request for Qualifications issued by NYCHA, including all Addenda thereto, seeking SOQs.

“Shortlist” means the list of Proposers that NYCHA has determined will receive an RFP for a Project.

“Shortlisted Proposers” means the Proposers that are on the Shortlist with respect to a specific Project.

“SOQ” or **“Statement Of Qualifications”** means a response to the RFQ provided by a proposer.

“SOW” or **“Scope of Work”** means the work to be performed by the Successful Proposer once a Contract is awarded.

“Step One” means the RFQ stage of the Procurement including the issuance of the RFQ, preparation of SOQs by Proposers, and the evaluation and shortlisting process conducted by NYCHA.

“Step Two” means the RFP stage of the Procurement including the issuance of the RFP, preparation of Proposals by Proposers, and the evaluation, recommendation, and approval of a Proposer that that will be awarded a Contract.

Appendix B

Project Descriptions

PROJECT DESCRIPTION

Project Information ¹					
Project Number:	3				
Development Name:	Gowanus Houses (Brooklyn)				
Total Number of Buildings (Stories per Building):	15 (4-6-9-13-14)	Total Units:	1,139	Total Residents:	2,549
Total Number of Elevators:	26	Total Number of Boilers:			6

Anticipated Contract Information	
Maximum Contract Value:	\$180 million
Minimum Bonding Capacity:	Equal to the Maximum Contract Value
Minimum Insurance Requirements:	
General Liability	\$5,000,000 up to \$25,000,000 per occurrence and in the aggregate
Automobile Liability	\$1,000,000 up to \$5,000,000 combined single limit of liability per accident
Workers' Compensation/Employer's Liability	As required by New York State Law
Professional Liability/Errors & Omissions For professional errors and omissions related to any of the design components of a design-build project.	\$3,000,000 up to \$10,000,000 per claim and in the aggregate
Environmental / Pollution Legal Liability	\$1,000,000 up to \$5,000,000 per claim and in the aggregate

¹ NYCHA Development Data Book 2022

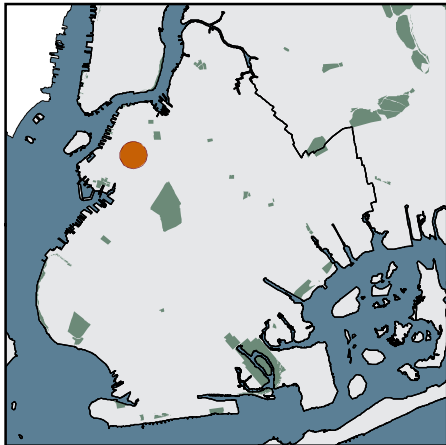
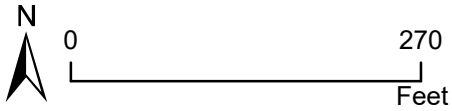
GOWANUS



NEW YORK CITY HOUSING AUTHORITY

BOROUGH: BROOKLYN

- NYCHA Development
- NYCHA Building
- Residential Addresses
- Management Office
- NYC Parks



Prepared by: NYCHA Performance
Tracking & Analytics Department



BUILDING#	STAIRHALL#	ADDRESS	ZIP CODE	RESIDENTIAL	BLOCK	LOT	BIN	AMP#	HZ	FACILITY
1	001	175 HOYT STREET	11217	YES	392	1	3323295	NY005000250	2	
2	002	178 BOND STREET	11217	YES	392	1	3323296	NY005000250	2	
3	003	181 HOYT STREET	11217	YES	392	1	3323301	NY005000250	2	
3	004	187 HOYT STREET	11217	YES	392	1	3323301	NY005000250	2	
5	007	182 BOND STREET	11217	YES	392	1	3323298	NY005000250	2	
5	008	186 BOND STREET	11217	YES	392	1	3323298	NY005000250	2	GLAZIERS SHOP
6	009	195 HOYT STREET	11217	YES	392	1	3323297	NY005000250	2	CARPENTERS SHOP/ NYCHA PAINT SHOP/ CONTRACTOR PAINT SHOP/ CABINET STORAGE
6	010	413 BALTIC STREET	11217	YES	392	1	3323297	NY005000250	2	EXTERMINATOR SHOP/ GROUNDS STORAGE
7	011	427 BALTIC STREET	11217	YES	392	1	3323300	NY005000250	2	
7	012	198 BOND STREET	11217	YES	392	1	3323300	NY005000250	2	
8	013	211 HOYT STREET	11217		404	1	3336071	NY005000250	2	DEVELOPMENT MANAGEMENT OFFICE
8	013	215 HOYT STREET	11217	YES	404	1	3336071	NY005000250	2	MAINTENANCE SHOP
8	013	400 BALTIC STREET	11217		404	1	3336071	NY005000250	2	DEVELOPMENT MAINTENANCE OFFICE
8	014	414 BALTIC STREET	11217	YES	404	1	3336071	NY005000250	2	STOREROOM/ JANITORIAL STORAGE/ MAINTENANCE STORAGE
9	015	426 BALTIC STREET	11217	YES	404	1	3336073	NY005000250	2	
9	016	218 BOND STREET	11217	YES	404	1	3336073	NY005000250	2	
10	017	225 HOYT STREET	11217	YES	404	1	3336077	NY005000250	2	ELEVATOR SHOP
10	018	231 HOYT STREET	11217	YES	404	1	3336077	NY005000250	2	
11	019	235 HOYT STREET	11217	YES	404	1	3336072	NY005000250	2	ROOFTOP LEASE LOCATION
11	019	420 BALTIC STREET	11217		404	1	3336072	NY005000250	2	SENIOR CENTER
11	020	238 BOND STREET	11217	YES	404	1	3336072	NY005000250	2	BOILER/ BRICKLAYERS SHOP/ PLUMBERS SHOP/ HPT STORAGE ROOM
12	021	224 BOND STREET	11217	YES	404	1	3336074	NY005000250	2	
12	022	234 BOND STREET	11217	YES	404	1	3336074	NY005000250	2	CABINET STORAGE ROOM
13	023	241 HOYT STREET	11217	YES	404	1	3336076	NY005000250	2	
14	024	244 BOND STREET	11217	YES	404	1	3336075	NY005000250	2	NYPD HOUSING BUREAU RECORD ROOM/ COMMUNITY OPERATIONS SPACE
15	025	235GAR HOYT STREET	11217		404	1	3388154	NY005000250	2	GARAGE
4E	006	423 BALTIC STREET	11217	YES	392	1	3323299	NY005000250	2	MAINTENANCE STORAGE/ GROUNDS STORAGE
4W	005	415 BALTIC STREET	11217		392	1	3323302	NY005000250	2	
4W	005	417 BALTIC STREET	11217	YES	392	1	3323302	NY005000250	2	PLASTERERS SHOP/ STOVE STORAGE/ CONTRACTOR STORAGE ROOM

PROJECT DESCRIPTION

Project Information ²					
Project Number:	4				
Development Name:	Wyckoff Gardens Houses (Brooklyn)				
Total Number of Buildings (Stories per Building):	3 (21)	Total Units:	529	Total Residents:	1,088
Total Number of Elevators:	6	Total Number of Boilers:			2

Anticipated Contract Information	
Maximum Contract Value:	\$75 million
Minimum Bonding Capacity:	Equal to the Maximum Contract Value
Minimum Insurance Requirements:	
General Liability	\$5,000,000 up to \$25,000,000 per occurrence and in the aggregate
Automobile Liability	\$1,000,000 up to \$5,000,000 combined single limit of liability per accident
Workers' Compensation/Employer's Liability	As required by New York State Law
Professional Liability/Errors & Omissions For professional errors and omissions related to any of the design components of a design-build project.	\$3,000,000 up to \$10,000,000 per claim and in the aggregate
Environmental / Pollution Legal Liability	\$1,000,000 up to \$5,000,000 per claim and in the aggregate

² NYCHA Development Data Book 2022

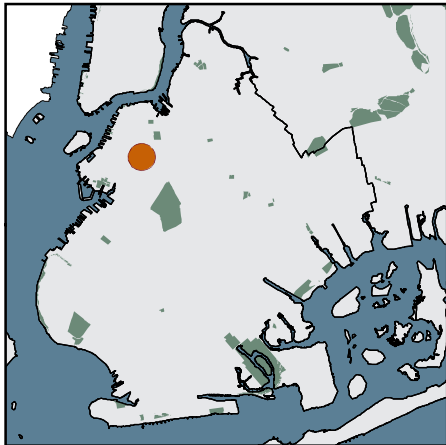
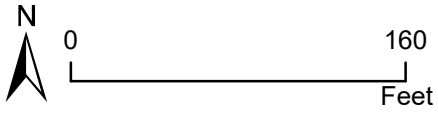
WYCKOFF GARDENS



NEW YORK CITY
HOUSING
AUTHORITY

BOROUGH: BROOKLYN

-  NYCHA Development
-  NYCHA Building
-  Residential Addresses
-  Management Office
-  NYC Parks



Prepared by: NYCHA Performance
Tracking & Analytics Department



WYCKOFF GARDENS

BOROUGH: BROOKLYN

TDS #: 163

MANAGED BY: WYCKOFF GARDENS



BUILDING#	STAIRHALL#	ADDRESS	ZIP CODE	RESIDENTIAL	BLOCK	LOT	BIN	AMP#	HZ	FACILITY
1	001	130 3RD AVENUE	11217	YES	394	1	3336054	NY005011630	4	ELEVATOR SHOP
1	001	132 3RD AVENUE	11217		394	1	3336054	NY005011630	4	CARPENTERS SHOP
1	001	136 3RD AVENUE	11217		394	1	3336054	NY005011630	4	PLASTERERS SHOP/EXTERMINATOR SHOP/PAINT SHOP
2	002	185 NEVINS STREET	11217	YES	394	1	3336055	NY005011630	4	DEVELOPMENT MANAGEMENT OFFICE
2	002	187 NEVINS STREET	11217		394	1	3336055	NY005011630	4	STORAGE ROOM
2	002	191 NEVINS STREET	11217		394	1	3336055	NY005011630	4	DEVELOPMENT MAINTENANCE OFFICE
3	003	266 WYCKOFF STREET	11217		394	1	3336056	NY005011630	4	COMMUNITY OPERATIONS SPACE
3	003	272 WYCKOFF STREET	11217	YES	394	1	3336056	NY005011630	4	COMMUNITY CENTER/BOILER
3	003	274 WYCKOFF STREET	11217		394	1	3336056	NY005011630	4	
3	003	280 WYCKOFF STREET	11217		394	1	3336056	NY005011630	4	COMMUNITY CENTER/SENIOR CENTER

APPENDIX C

SUMMARY OF SELECT CONTRACT TERMS

[See attached]

SUMMARY OF SELECT CONTRACT TERMS

This document provides a summary of select provisions that may be included in the contract between each Design-Builder and NYCHA for each Project procured in connection with this RFQ. *This document is being provided as part of the RFQ for informational purposes only.* The terms included in this document are not final or binding on NYCHA or the City, and are subject to change by NYCHA, in its sole discretion, at any time during prior to execution of the contract.

A. contract PRICE, ALLOWANCE AMOUNTS, AND INCENTIVES / AWARD FEES		
1.	Contract Price	NYCHA is considering a lump sum price (“ Contract Price ”) for each contract. Periodic payments will be made to Design-Builder based on a percentage of Work completed and/or upon achievement of specified performance milestones, and Design-Builder’s schedule of values.
2.	Allowance Amounts	<ul style="list-style-type: none"> • General - For ease of contract administration, and to accelerate payment for certain risk factors that are difficult to quantify prior to submission of an RFP Proposal, NYCHA is considering including certain allowance amounts within the Contract Price (the “Allowance Amounts”). The risks to be covered by such Allowance Amounts will be set forth in the RFP. These may include, but not be limited to, unknown hazardous environmental conditions, unknown geotechnical conditions, unknown utilities, and/or other unknown site conditions. • Additional Relief – If an Allowance Amount for a particular item is exceeded, Design-Builder will still be entitled to claim additional compensation above the Contract Price with respect to such excess.

B. DESIGN & CONSTRUCTION GENERALLY, WARRANTY PERIOD AND INSURANCE		
1.	Design & Construction	<p>NYCHA will provide baseline scoping information with respect to the Work. Design-Builder will be responsible for the overall design and construction of the Project in accordance with the contract and any allowance approvals, change orders, amendments, record drawings and construction documents.</p> <p>In order to encourage innovation and creativity on the part of Proposers, NYCHA is considering the use of Alternative Technical Concepts (ATCs) as part of the RFP process.</p> <p>As part of Design-Builder’s obligation to perform the design and construction work, Design-Builder must furnish all materials, equipment, labor, installations, demolition (where applicable), engineering, site safety and security, construction management, quality management and controls, commissioning, and other Work necessary and appropriate to ensure the Work is complete and operational as of the Substantial Completion deadline in accordance with the performance criteria and technical requirements in the contract.</p>
2.	Warranties	<p>Design-Builder will warrant to NYCHA that:</p> <ul style="list-style-type: none"> (i) it shall perform the Work, and shall ensure similar performance from its Subcontractors, as a prudent design-builder consistent with applicable

B. DESIGN & CONSTRUCTION GENERALLY, WARRANTY PERIOD AND INSURANCE		
		<p>professional standards and without limiting the generality of the foregoing, that the Work, including the equipment, labor and materials, will: (a) be free from errors, defects, or damage in design, materials and workmanship; (b) be new unless otherwise agreed to by NYCHA in writing; (c) be of good quality and good condition; (d) be delivered, handled, stored (whether on a job site or off a job site) and installed in accordance with manufacturer’s instructions; and (e) conform to project requirements, and that equipment must be installed in a manner that does not void manufacturer’s warranties; and</p> <p>(iii) the final design documents, the final construction documents, the record drawings and all other records required under the contract will be (A) accurate and complete; (B) in conformance with all requirements of the Contract Documents; (C) in compliance with all applicable laws; and (D) accurate in their reflection of the Project's condition as of Final Completion.</p> <p>If, at any time during a market “Warranty Period” (to be specified in the contract) NYCHA discovers a defect covered by a warranty, Design-Builder shall, at its sole expense, correct, repair, modify, replace or otherwise address such defect. The Warranty Period is in addition to any other statutory or legal rights afforded to NYCHA or the City under applicable State or City law for any breach of the contract or latent defect.</p>
3.	Insurance	<p>NYCHA anticipates permitting, but not requiring, a contractor-controlled insurance program for the Project. Other market-standard insurance provisions will also be included in the contract. See Appendix B of the RFQ.</p>

C. COMPLETION DEADLINES AND NYCHA OVERSIGHT AND QUALITY CONTROL / ASSURANCE		
1.	Completion Deadlines	<p>Design-Builder will commit to develop the Project in accordance with the time schedule set out in Design-Builder’s RFP Proposal. Such schedule will be attached to the contract, and will incorporate guaranteed deadlines (“Completion Deadlines”), including “Substantial Completion” and “Final Completion” deadlines.</p> <p>NYCHA is considering a phased turnover, whereby certain items of the Work, and/or certain portions of the Project (such as individual buildings or grouping of buildings), may be subject to their own Substantial/Final Completion deadlines, allowing for the earlier release of retainage and Design-Builder’s payment in full to relevant subcontractors.</p> <p>If Design-Builder fails to meet a Substantial Completion deadline, Design-Builder shall pay to NYCHA, as liquidated damages and not as a penalty, a daily amount to be specified in the contract.</p>
2.	NYCHA’s Right to inspect and monitor and Design-Builder’s Quality Assurance	<ul style="list-style-type: none"> • NYCHA Oversight Rights - NYCHA will have the right to review, inspect and monitor the Work in the ordinary course (consistent with the design-build approach) and heighten oversight in the event of a breach or default by Design-Builder.

C. COMPLETION DEADLINES AND NYCHA OVERSIGHT AND QUALITY CONTROL / ASSURANCE		
	and Quality Control	<ul style="list-style-type: none"> • Design-Builder QA/QC Obligations - Notwithstanding NYCHA’s inspection and monitoring rights, Design-Builder will have full responsibility for quality assurance and quality control on the Work and Design-Builder will be required to coordinate with NYCHA to comply with such responsibilities in accordance with a QA/QC plan to be delivered by Design-Builder and approved by NYCHA. Further, Design-Builder will be responsible for all site safety, and will be required to indemnify NYCHA with respect to any safety related responsibilities or liabilities that are strictly imposed upon an owner of a construction project under New York law.

D. PERFORMANCE SECURITY		
1.	Performance & Payment Bonds	<p>Design-Builder will be required to deliver a performance bond and payment bond for the Project, on or prior to, the contract’s effective date. NYCHA expects that the performance bond and payment bond must be sized to an amount equal to 100% of the Contract Price (as defined in A.1 (Contract Price) above).</p> <p>NYCHA will be entitled to claim on any performance bond following any Design-Builder event of default under the contract.</p>
2.	Retainage	<p>As security for Design-Builder’s performance, NYCHA will retain 10% from each monthly payment (the “Retainage Amount”).</p> <p>NYCHA may apply the Retainage Amount at any time to cover NYCHA’s costs or losses incurred due to any Design-Builder breach or default.</p> <p>Following Substantial Completion with respect to the applicable Work, NYCHA will release to Design-Builder the total Retainage Amounts that NYCHA holds with respect to such Work, less a market multiple of the amounts necessary to achieve Final Completion for such Work. Any remaining balance will be released with the final payment for such Work.</p>
3.	Guaranty	<p>Guaranties may be required by parent guarantor(s) (approved by NYCHA) as described in the RFQ. If a guaranty is required, Design-Builder must provide NYCHA with a guaranty in which the parent guarantor guarantees all Design-Builder’s obligations under the contract.</p>

E. GOVERNMENTAL APPROVALS, ENVIRONMENTAL COMPLIANCE, AND THIRD-PARTY COORDINATION		
1.	Governmental Approvals	<p>Design-Builder will be responsible for obtaining and maintaining throughout the term of the contract, all governmental permits and approvals (including any application, revision, modification, amendment, supplement, renewal or extension thereto) required in connection with its performance of the Work, at its sole cost and expense. Design-Builder will be required to comply with and maintain all governmental permits and</p>

E.	GOVERNMENTAL APPROVALS, ENVIRONMENTAL COMPLIANCE, AND THIRD-PARTY COORDINATION	
		approvals and will be responsible for any amendments or modifications that may be necessary thereafter based on Design-Builder’s performance of the Work.
2.	Environmental Compliance	Design-Builder will be required to design and complete the Work, so that it complies with, and can be operated in compliance with, all requirements and conditions (including all mitigation) to be satisfied under the Contract Documents, applicable laws/ standards and governmental permits/approvals, and the other requirements, policies and guidelines of NYCHA and the City, concerning the environment and hazardous materials that are applicable to the Project site or the Work.
3.	Hazardous Materials	<p>As part of the Work, Design-Builder will be responsible for the management, treatment, handling, storage, monitoring, remediation, removal, transport and disposal of all hazardous materials that are encountered in, under or on the Project site during performance of the Work.</p> <p>Design-Builder will be responsible for obtaining and maintaining all governmental approvals relating to any remedial action and will be solely responsible for compliance with all governmental approvals and applicable laws concerning or relating to such hazardous materials.</p> <p>Relief for unknown hazardous environmental conditions is described further in Part G (Excusable Events and Force Majeure) below.</p>
4.	Utilities and Other 3rd Party Interfaces	<ul style="list-style-type: none"> • Generally - Design-Builder will be responsible for obtaining at its cost, all utilities that it requires to undertake and timely complete the Work, all in accordance with the general conditions. NYCHA may assist, as reasonably requested by Design-Builder, in coordinating and communicating with any utilities relevant to the Project. • Utility Relocations - Design-Builder will be responsible for coordinating and causing all necessary utility relocations within their project scope. Design-Builder will be required to fulfill this responsibility by coordinating directly with utilities to perform such utility relocations. Design-Builder must preserve the integrity and maintain the ability of NYCHA or any other City agency or stakeholder (or its respective contractors and suppliers) to use and operate utilities that are not required to be relocated. • Capacity Requirements - If utility capacity is required beyond that currently available to the site, Design-Builder will be responsible for all work on Project site related to such additional capacity. NYCHA is considering equitable approaches to address the costs of utility providers if <u>off-site</u> work is required to increase capacity. NYCHA will provide specific utility capacity information during the RFP stage. • Relief – NYCHA is considering including an Allowance Amount or Excusable Event for unknown utilities discovered within the Project site, as described further in Part G (Excusable Events and Force Majeure) and Part H (Unknown Conditions) below.

F. TENANT INTERFACE AND RELOCATION		
1.	General	Tenant interface and communication are primary NYCHA concerns under the procurement. Design-Builder will be required to take a proactive approach with respect to these matters, in coordination with NYCHA. NYCHA will, during the RFP stage, provide information related to existing vacancy at the Projects to allow Design-Builder to develop a relocation plan and schedule.
2.	Tenant Disruption	<p>Design-Builder will be required to perform the Work in a manner which minimizes interference with the Tenants' use of their apartments and building common areas and ensures that there will be no unscheduled forced outages during the performance of the Work.</p> <p>Design-Builder must schedule the Work so as to minimize tenant disruption and required tenant relocation. Design-Builder must endeavor to minimize any relocation period and will keep the relevant tenants fully informed as to timing.</p>
3.	Occupied Apartments and Tenant Relocation	<p>Design-Builder shall develop an outreach and coordination plan (subject to oversight by NYCHA and HUD), with respect to accessing occupied units and, where required, temporarily relocating tenants. Any such plan must comply with NYCHA and HUD regulations.</p> <p>NYCHA is considering including the actual tenant relocation in the SOW under the contract.</p> <p>Difficulty or delay in accessing occupied apartments or in relocating tenants will only be an Excusable Event (entitling Design-Builder to claim schedule relief) if Design-Builder demonstrates that it has fully complied with the NYCHA approved outreach and coordination plan.</p>

G. EXCUSABLE EVENTS AND FORCE MAJEURE		
1.	Excusable Events	NYCHA is planning to include in the contract market standard provisions for additional compensation to be payable to Design-Builder, and/or for schedule extensions in favor of Design-Builder, for specified events which are consistent with Design-Build best practice and are beyond the control of Design-Builder (collectively " Excusable Events "), except to the extent attributable (among other things) to (i) any breach of the contract or applicable law/ any governmental approval, or (ii) any negligence, recklessness or willful misconduct, in each case, by Design-Builder, any Subcontractor, or any other person performing any of the Work for, or behalf of, Design-Builder.
2.	Force Majeure	NYCHA is planning to include in the contract market standard force majeure provisions, allowing Design-Builder to request schedule extensions, subject to market requirements and conditions.

H. UNKNOWN CONDITIONS		
1.	Unknown Site Conditions	<ul style="list-style-type: none"> • NYCHA Site Investigation Work – NYCHA is currently performing detailed site investigations of each Project. These site investigations include surveys of

H. UNKNOWN CONDITIONS

		<p>the existing buildings, and new lead paint investigation consistent with the current New York standards (0.5 micrograms), utility surveys, asbestos testing and other similar investigations. To the extent legally permissible, NYCHA anticipates providing any such relevant information to each of the Short-listed Proposers during RFP stage.</p> <ul style="list-style-type: none"> • Design-Builder Responsibility – <p>Notwithstanding NYCHA’s advance site investigations, Design-Builder will also be required to undertake all tests, inspections and investigations of the Project site as Design-Builder deems necessary to perform its obligations under the contract.</p> <p>Design-Builder will also represent in the contract that it has taken steps necessary to ascertain the nature and locations of the Work and has received from the NYCHA a list of ongoing construction work at the buildings comprising the Project, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work site and/or the performance of the Work, including: (a) conditions bearing upon access, egress, transportation, waste disposal, handling, laydown, parking and storage of materials; (b) the availability of labor, water, electric power, other utilities and streets, sidewalks, alleys and roadways; (c) uncertainties of weather or other observable physical conditions at the job sites; (d) the character of equipment and facilities needed preliminary to and during the performance of the work; (e) the location of the buildings, their physical components and related systems; and (f) the operating procedures of the buildings.</p> <p>Accordingly, as will be described in the contract, NYCHA will only provide compensation and/or schedule relief to Design-Builder for those unknown site conditions that:</p> <ul style="list-style-type: none"> (i) existed in, on or under a portion of the Project site prior to the date on which Design-Builder gains possession of the relevant portion of the Project site and that represents a materially different condition to that described in the available documents (provided by NYCHA) (the “Available Documents”); and (ii) are not conditions that could reasonably have been identified or discovered by an appropriately qualified and experienced contractor, engineer or expert working in that field exercising due care and skill and best management practice in the same or equivalent circumstances through review and analysis of (A) the Available Documents or (B) through the equivalent type of Project site access granted to Design-Builder, that, in each case, were available prior to the Proposal due date. <ul style="list-style-type: none"> • Unknown Site Conditions – Unknown site conditions, as described above, will include unknown hazardous environmental conditions, unknown geotechnical conditions, and unknown utilities. • Relief – If at any time during the performance of the Work (subject to any site validation period that may be include in the contract), Design-Builder becomes
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H. UNKNOWN CONDITIONS		
		aware of any unknown site condition, as described above, Design-Builder will be entitled to claim (under the Excusable Event mechanics) additional compensation and/or schedule relief, in accordance with the terms of the contract.

I. EVENTS OF DEFAULT		
1.	Design-Builder Defaults/ NYCHA Remedies	<p>The contract will include market standard Design-Builder events of default, including without limitation (i) Design-Builder’s failure to observe or perform any material covenant, agreement, obligation, duty or provision of the contract, including failure to achieve Substantial Completion by the guaranteed deadline; or (ii) Design-Builder abandons the prosecution of the Work. Certain such events of default will be subject to market cure periods.</p> <p>NYCHA anticipates including a process for remedial plans, in appropriate scenarios, to avoid any hair-trigger termination scenarios.</p> <p>Following the occurrence of a Design-Builder events of default, and the expiration of any applicable notice and cure period, NYCHA will have market rights and remedies, including, without limitation, the right to (a) terminate the Contract; (b) take possession of the sites and of all materials, equipment, tools and machinery thereon owned by Design-Builder; (c) finish the Work by whatever method NYCHA may deem expedient; and (e) draw on the Retainage and the relevant payment and performance bonds.</p>
2.	NYCHA Defaults / Design-Builder Remedies	<p>The contract will include market standard NYCHA events of default, including without limitation, failure to make any undisputed payment when due under the contract. Certain such events of default will be subject to market cure.</p> <p>Following the occurrence of a NYCHA event of default, and the expiration of any applicable notice and cure period, Design-Builder will have market rights and remedies, including, without limitation, the right in certain circumstances to (i) suspend the Work and (ii) terminate the contract.</p>

J. M/WBE / SUBCONTRACTING		
1.	Small Businesses, Certified Minority-Owned Business Enterprises and Women-Owned Business Enterprises	In July 2021, NYCHA established a program for greater participation in NYCHA procurements by New York City Department of Small Business Services, certified minority-owned business enterprises and women-owned business enterprises. Design-Builder will be required to comply with such program, as will be described in more detail in the RFP.
2.	Subcontracting	Design-Builder may have portions of the Work performed by Subcontractors, provided that Design-Builder comply with the self-performance requirements of the contract. No contractual relationship shall exist between NYCHA and any Subcontractor with respect to the Work, but NYCHA will be a third party beneficiary of the subcontract

J. M/WBE / SUBCONTRACTING		
		<p>agreements between Design-Builder and the Subcontractors. Design-Builder shall be fully responsible for all acts, omissions, failures or faults of any Subcontractor.</p> <p>Certain Subcontractor and Subcontracts will be subject to NYCHA’s prior approval, as will be set forth in the contract.</p> <p>All Subcontractors identified in the SOQ must be carried forward as Subcontractors performing the Work under the contract, except where NYCHA expressly consents to the contrary (in writing).</p>
3.	Key Personnel	<p>Design-Builder must retain, employ and utilize (or where applicable, must ensure that the relevant Key Subcontractor retains, employs and utilizes) the individuals specifically listed as Key Personnel (or any replacements approved) to fill the corresponding positions until all responsibilities of that position have been completed.</p> <p>All Key Personnel identified in the SOQ must be carried forward as the Subcontractors performing the Work under the contract, except where NYCHA expressly consents to the contrary (in writing).</p>

K. LEGAL ISSUES		
1.	Project Labor Agreement	The contract will be subject to a Project Labor Agreement (“PLA”). A copy of the PLA will be included or incorporated by reference in each RFP.
2.	Intellectual Property	The contract will contain provisions providing that all design and construction documents prepared by Design Builder on behalf of NYCHA will become NYCHA’s property upon making the applicable progress payment in connection with same, and NYCHA will be granted a fully paid up, royalty free right to utilize same.
3.	Legal Requirements and Policy Matters	<p>Pursuant to the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), Section 3 is a mandate that employment and other economic opportunities generated by federal assistance to public housing authorities shall, to the greatest extent feasible, be directed to public housing tenants and other low and very-low income persons or business concerns residing in the community where the project is located. Design-Builder will be required to comply with such Section 3, as will be described in more detail in each RFP.</p> <p>In furtherance of NYCHA’s “Resident Employment Program,” Design-Builder will be required to expend not less than 15% of the total labor cost component (including fringe benefits) of the total contract value on public housing Residents (i.e., legal tenants listed on a public housing lease), as will be described in more detail in each RFP. NYCHA will provide assistance and resources to facilitate Design-Builder’s compliance with Section 3 and the Resident Employment Program’s requirements</p> <p>Design-Builder will also be required to abide by all applicable NYCHA standard procedures governing on-site behavior and conduct as set forth in NYCHA’s Human Resources Manual, including, but not limited to, (a) general rules of behavior for on-site contractors, (b) sexual harassment policy statement, (c) privacy policy, (d) internet policy, and (e) all other applicable internal NYCHA policies and procedures related to the performance of the SOW, as will be described in more detail in the RFP.</p>

K. LEGAL ISSUES		
4.	Indemnification	<p>Design-Builder will be required to release, defend, indemnify and hold harmless NYCHA and the City and their respective officials, employees, agents and authorized representatives for certain acts under the contract in accordance with a market-standard indemnity clause (based on NYCHA Special Conditions (to be specified in the RFP) and HUD Form 5370).</p> <p>With respect to Hazardous Substances (as defined in the contract), the Design-Builder's indemnity obligation will be limited to cost/damages resulting from a release of Hazardous Substances due to the acts or omissions of, or exasperated by, the Design-Builder or its subcontractors.</p>
5.	Organizational Conflicts of Interest	<p>Design Builder will be required to warrant that, to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the services under the contract and Design-Builder's organizational, financial, contractual or other interests are such that: (i) award of the contract may result in an unfair competitive advantage; or (ii) Design-Builder's objectivity in performing the services may be impaired.</p> <p>Design-Builder will be required to agree that if after award of the contract it discovers an organizational conflict of interest with respect to the contract or any task/delivery order under the contract, Design-Builder will make an immediate and full disclosure in writing to NYCHA which shall include a description of the action which Design-Builder has taken or intends to take to eliminate or neutralize the conflict. NYCHA may, however, terminate the contract or task/delivery order for the convenience of NYCHA if it would be in the best interest of NYCHA.</p> <p>In the event Design-Builder was aware of an organizational conflict of interest before the award of the contract and intentionally did not disclose the conflict to NYCHA, NYCHA may terminate the contract for default.</p> <p>Design-Builder will be required to include an organizational conflicts of interest section in all subcontracts and consulting agreements wherein the work to be performed is similar to the services provided by Design-Builder. Design-Builder will be required to include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.</p>
6.	Governing Law	<p>The contract will be governed by the laws of the State of New York without reference to the conflict of laws rules thereof.</p>

APPENDIX D

NYCHA ADVISORS (Ineligible Firms)

- 1) AECOM
- 2) JCMS, Inc.
- 3) Macan Deve
- 4) Matrix New World Engineering
- 5) Nixon Peabody LLP

NYCHA reserves the right to update this list in its sole discretion.

Appendix E

NYCHA ANTI-CORRUPTION NOTICE



The City of New York
Department of Investigation

JOCELYN E. STAUBER
COMMISSIONER

Dear Applicant,

As you already know, applying for a NYCHA contract takes substantial time and resources. Contractors who commit fraud or other corrupt acts make the process unfair for those who play by the rules.

You can help the NYC Department of Investigation's Office of the Inspector General for NYCHA fight fraud and corruption, and level the playing field for honest companies.

If you know of a contractor who:

- **Engages in bid rigging/price fixing or other collusion;**
- **Offers to pay (or pays) a NYCHA employee a bribe or tip;**
- **Fails to pay the prevailing wage;**
- **Commits other labor law violations, including demanding employee "kickbacks;" or**
- **Engages in any fraud, corruption, or other criminal acts**

Then let us know, so we can look into the matter.

We work hard to protect the anonymity of persons who refer complaints to our office, and all complaints may be made anonymously.

Where Can You Report Fraud, Corruption, or Other Criminal Activity?

Contact NYCHA's Office of the Inspector General:

- 1) Call: (212) 306-3355
- 2) E-mail: OIGNYCHA@doi.nyc.gov
- 3) Online: <https://a032-secure.nyc.gov/p/ofcomplaint.html>
- 4) Fax: (212) 306-6484
- 5) Mail: New York City Housing Authority
Office of the Inspector General
180 Maiden Lane
New York, NY 10038

APPENDIX F
COMMENT AND QUESTION FORM

Please submit questions/comments in the following format.

	RFQ Section/Title	Comment/Question (Note: Comment/Question should not identify Proposer)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

EXHIBIT 1

SOQ SUBMISSION CHECKLIST

Name of Proposer (entity submitting the SOQ)

The following items are to be included with the Statement of Qualifications:

See Instructions for Qualification (IFQ) Section 6.4, SOQ Content Requirements/Evaluation Criteria Category Required Documentation

Items Identified in IFQ Section 6.4.:	
---------------------------------------	--

<input type="checkbox"/>	(a) Cover Letter
<input type="checkbox"/>	(b) Minimum Qualification Documents
	(c) Category 1 - Proposer Organization Documentation
<input type="checkbox"/>	(i) Proposer's Legal Structure
<input type="checkbox"/>	(ii) Proposer and Proposer Team Participants Information
<input type="checkbox"/>	(iii) Description of Other Proposer Team Participants
<input type="checkbox"/>	(iv) Overall Proposer Team Identification
	(d) Category 2 – Proposer's Demonstrated History
<input type="checkbox"/>	(i) Proposer Team Experience
<input type="checkbox"/>	(ii) Proposer Team's Prior Performance and References
<input type="checkbox"/>	(e) Category 3 – Proposer's Design-Build Approach Narrative
<input type="checkbox"/>	(f) Category 4 – Demonstration of Proposer's Financial Strength and Capabilities
<input type="checkbox"/>	(g) Category 5 – Proposer's Diversity Practices
<input type="checkbox"/>	(h) Category 6 – Proposer Team's Safety Records and Resources
	(i) Required Forms and Acknowledgement
<input type="checkbox"/>	(i) NYC Mayor's Office of Contract Services Doing Business Data Form
<input type="checkbox"/>	(ii) HUD Form 50071 - Certification of Payments to Influence Federal Transactions
<input type="checkbox"/>	(iii) HUD Form 2992 - Certification Regarding Debarment and Suspension
<input type="checkbox"/>	(iv) HUD Form 2530 - Previous Participation Certification

Additional Required Forms and Acknowledgments	
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<input type="checkbox"/>	SOQ Submission Checklist (Exhibit 1)
<input type="checkbox"/>	Minimum Qualifications Form (Exhibit 2)
<input type="checkbox"/>	Acknowledgment of Addenda and Confirmation Form (Exhibit 3)
<input type="checkbox"/>	HUD Form 2992 – Certification Regarding Debarment and Suspension (Exhibit 4) (also checked above)
<input type="checkbox"/>	Proposer Team Member Information Form (Exhibit 5)
<input type="checkbox"/>	Reference Project Information Form (Exhibit 6)
<input type="checkbox"/>	Safety Questionnaire Form (Exhibit 7)
<input type="checkbox"/>	Key Personnel Form (Exhibit 8)
<input type="checkbox"/>	Acknowledgment of Addenda and Confirmation Form (Exhibit 9)

EXHIBIT 2

MINIMUM QUALIFICATIONS FORM

This form shall be submitted with an SOQ Package contents pursuant to Section 6.2(c) of the IFQ.

Minimum Qualifications Item	Minimum Qualifications Description	Provided in IFQ Per Response Section 6.2(c)	
		Yes	No
a.	New York State Status Provide required secretary of state documents pursuant for each Proposer Team Participant.	<input type="checkbox"/>	<input type="checkbox"/>
b.	Authorization to Practice Engineering in New York Provide required Certificate of Authorization to provide Professional Engineering Services in New York State.	<input type="checkbox"/>	<input type="checkbox"/>
c.	Authorization to Practice Architecture in New York Provide required Certificate of Authorization to provide Professional Architectural Services in New York State.	<input type="checkbox"/>	<input type="checkbox"/>
d.	Bonding Ability and Capacity Provide required surety letter.	<input type="checkbox"/>	<input type="checkbox"/>
e.	Insurance Coverage Provide required letter from the insurance company.	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

I certify that all information provided herein is truthful and accurate and that I have read all RFQ requirements.

By: _____

Name of Proposer

Name of Authorized Representative of the Proposer

Title

Signature

Date

EXHIBIT 3

ACKNOWLEDGEMENT OF ADDENDA AND CONFIRMATION FORM

**REQUEST FOR QUALIFICATIONS FOR
COMPREHENSIVE MODERNIZATION DESIGN AND CONSTRUCTION SERVICES**

RFQ Number: _____ Project # - _____ Project # - _____ Both Projects

Proposer's Name: _____

Instructions: The Proposer must complete Part I **or** Part II of this form (CHECK ONE), whichever is applicable, and sign and date this form.

Part I Proposer acknowledges receipt of all Addenda issued in connection with this RFQ, including the final Addendum issued:

Addendum # _____ dated _____ *Addendum # and date must be inserted.*

OR

Part II Proposer acknowledges that no Addenda were issued in connection with this RFQ.

By signing below, the undersigned, certifies that it (i) has read, understands and accepts the scope and requirements of the RFQ, including all attachments, and Addenda, if any, (ii) has read, understands and participated in the preparation of the response to the RFQ and has authorized and approved the delivery of the response to the RFQ to NYCHA, and (iii) has the capacity to execute and perform those elements, and has the capacity to meet all licensing, authorization, and surety requirements, and obtain all types of insurance, specified in the RFQ. Without limiting the foregoing, the Proposer expressly recognizes and accepts the terms and conditions of the Protest Procedure referred to in Appendix D (Protect Procedures) to the RFQ and agrees to be bound thereby.

The undersigned further stipulates that the information in this response to the RFQ is, to the best knowledge of the undersigned, true and accurate as of the RFQ Submission Deadline.

Signed as, and on behalf of, the Proposer:

Company Name: _____ Company Name: _____

Authorized Representative Name: _____ Authorized Representative Name: _____

Title: _____ Title: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

EXHIBIT 4

**HUD FORM 2992 - CERTIFICATION REGARDING
DEBARMENT AND SUSPENSION FORM**

[See attached]

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	

EXHIBIT 5
PROPOSER TEAM PARTICIPANT INFORMATION FORM

[See attached]

PROPOSER TEAM PARTICIPANT INFORMATION FORM

This form must be completed for the Proposer (or each Proposer Member) and any other Proposer Team Participant.

1. Name of Proposer Team Participant: _____
2. Date of Formation: _____
3. State of Formation: _____
4. EIN: _____
5. Number of Employees: _____
6. If a **corporation**, provide the following information for each officer:

Position	Name of Individual	Years with Proposer/Proposer Team Participant	Percentage Ownership/Membership (if applicable)
CEO			
President			
Secretary			
Treasurer/CFO			
Other (Title)			
Other (Title)			
Other (Title)			
Other (Title)			

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

Owner	Years in Operation

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

Name of Individual Or Entity	Principal Contact	Position	Years with Joint Venture/ Partnership/ LLC/Other Association	Percentage Ownership Interest

PROPOSER TEAM PARTICIPANT INFORMATION FORM

Name of Proposer (entity submitting the SOQ)

7. Has there been any change in ownership during the last three (3) years? Yes No

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

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

8. Is the Proposer Team Participant a subsidiary, parent, holding company or affiliate of another firm? Yes No

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

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

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

2022: _____

2021: _____

2020: _____

10. Is the Proposer Team Participant or any of its affiliates currently the debtor in a bankruptcy case? Yes No

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

Case Number	Bankruptcy Court	Date Filed
-------------	------------------	------------

11. In the last five years has any insurance carrier, for any form of insurance, refused to re-new an insurance policy due to non-payment or contractor losses? Yes No

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

12. Please provide the following information for Proposer Team Participant from most recent financial statement:

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

PROPOSER TEAM PARTICIPANT INFORMATION FORM

Name of Proposer (entity submitting the SOQ)

History of Performance (Past Performance)

13. Has the Proposer Team Participant or any of its affiliates ever been terminated for default on a construction or design contract? Yes No

If “yes,” explain on a separate page.

14. In the last five years has the Proposer Team Participant or any of its affiliates, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? Yes No

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

(NOTE: The following two questions (Questions 15 and 16) refer only to disputes between the Proposer, Proposer Member, or Proposer Team Participant; and NYCHA. Do not include information about disputes with suppliers, other contractors, or subcontractors. Do not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner).

15. In the past five years has any claim in excess of \$50,000 been filed or made in court or arbitration against the entity or any of its affiliates concerning their work on a construction or design-built or design project, as applicable? Yes No

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

16. In the past five years has the Proposer Team Participant or any of its affiliates made any claim in excess of \$50,000 against a project owner concerning work on a project or payment for a contract and filed or made that claim in court or arbitration? Yes No

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

PROPOSER TEAM PARTICIPANT INFORMATION FORM

Name of Proposer (entity submitting the SOQ)

17. Has the Proposer Team Participant or any of its affiliates (or any manager of an affiliate if the affiliate is not a person) ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public entity? Yes No

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

18. Has there been more than one occasion during the last five years in which the Proposer Team Participant or any of its affiliates was required to pay either back wages or penalties for failure to comply with the State’s prevailing wage laws? Yes No

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

19. During the last five years, has there been an occasion in which the Proposer Team Participant or any of its affiliates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements? Yes No

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

EXHIBIT 6
REFERENCE PROJECT INFORMATION FORM

[See attached]

REFERENCE PROJECT INFORMATION FORM

Name of Proposer (entity submitting the SOQ)

Name of Proposer Team Participant:			
Reference Project Name and Location:			
Original Total Contract Amount at Award:		Original Completion Date at Award:	
Final Total Contract Cost*:		Actual Completion Date*:	
Reason for Difference if more than 10%:		Type of Project: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Hotel <input type="checkbox"/> Dormitory <input type="checkbox"/> Other: _____	
Proposer Team Participant’s Role (Prime, Joint Venture, LLC, integrated DB team member, Sub etc.):			
Builder (Name):			
Designer of Record (Name):			
Project Reference: NYCHA reserves the right to contact this organization or person and conduct a telephone interview for references. Confirm this reference is available.			
Organization:			
Contact Person Name and Title:			
Telephone:			
Email:			
Address:			
City, State, Zip:			

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

[Continued on next page]

REFERENCE PROJECT INFORMATION FORM

Name of Proposer (entity submitting the SOQ)

Performance:	
Percentage of work self-performed:	
Detailed description of work self-performed:	
Describe any work you subcontracted to others:	
List all Proposer Team Members and Key Personnel that were involved in this Project:	
Was the building occupied during the work?	<input type="checkbox"/> Yes <input type="checkbox"/> No

In space below and/or in attached pages, provide a general description of the project including (to the extent applicable) (a) the SOW items undertaken, (b) role of Proposer Team Participant(s) and/or Key Personnel, (c) issues relating to occupants/tenants, and (d) interactions with the client during the Project. Images may be included; however, no additional pages will be allocated for images.

EXHIBIT 7
SAFETY QUESTIONNAIRE FORM

[See attached]

SAFETY QUESTIONNAIRE FORM

Name of Proposer (entity submitting the SOQ)

COMPLETE FOR EACH PROPOSER TEAM PARTICIPANT

Any attachments and/or explanations that are required to be provided on separate pages, as requested in the questions below, shall not be counted against the page count limit.

Name of Proposer Team Participant: _____

1. Is there an employee of the Proposer Team Participant charged with safety responsibilities for the Proposer? Yes No

If yes, list name and title: _____

2. Does the employee listed above possess any of the following certifications, licenses, or has such employee completed any of the following courses?

New York City Certified Site Safety Manager Yes No

OSHA 500 Train the Trainer Program or the OSHA 502 Refresher Course Yes No

Safety Trained Supervisor in Construction (STS-Construction) Yes No

(Other) Insert additional lines if necessary. Yes No

3. Has Federal OSHA or OSH, or any state or local municipality cited and assessed penalties against the entity or any of its affiliates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years? Yes No

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

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

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

If other frequency, please describe. Other

SAFETY QUESTIONNAIRE FORM

Name of Proposer (entity submitting the SOQ)

6. List the entity’s Experience Modification Rate (EMR) (New York workers’ compensation insurance) for each of the past three (3) most recent premium years:

(NOTE: An EMR is issued to your firm annually by your workers’ compensation insurance carrier.)

2022: _____

2021: _____

2020: _____

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

7. List the entity’s three (3) most recent Total Recordable Case Incident Rates (TCIR):

2022: _____

2021: _____

2020: _____

If the TCIR for any of these three (3) years is 3.00 or higher you must attach a one (1) page explanation.

8. List the entity’s three (3) most recent Days Away, Restricted or Transfer Case Incident Rates (DART):

2022: _____

2021: _____

2020: _____

If the DART for any of these three (3) years is 1.60 or higher you must attach a one (1) page explanation.

EXHIBIT 8
KEY PERSONNEL FORM

[See attached]

KEY PERSONNEL FORM

Name of Proposer (entity submitting the SOQ)

Name	Title	Proposer Team Participant	Role with Proposer Team Participant	Years with Proposer Team Participant	Years of Professional Experience	Role for the Project	Time Commitment to the Project

Attach resumes for each individual listed above.