

April 1, 2016

ADDENDUM NO. 4

PROJECT: CM/Design Build for Disaster Recovery On-Call Contracts for Project Management and Related Services

PIN: 8502016EM0011-37P

THE ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THE REQUEST FOR PROPOSALS AND IS HEREBY MADE A PART OF SAID REQUEST FOR PROPOSALS TO THE SAME EXTENT AS THOUGH IT WERE ORIGINALLY THEREIN.

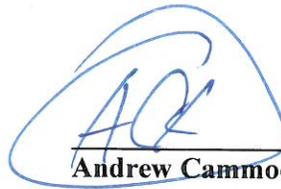
PROPOSED QUESTIONS AND ANSWERS

Attached are the proposed answers to the questions received on the on-call emergency contract

Contact: Keesha Smartt
Phone No.: 718-391-2825

By signing in the space provided below, the Proposer acknowledges receipt of this Addendum.

THIS ADDENDUM MUST BE SIGNED BY THE PROPOSER FOR THE CONTRACT AND ATTACHED TO THE TECHNICAL PROPOSAL.



Andrew Cammock
Director of Professional Contracts

Name of Proposer

By _____

Title _____

ON-CALL EMERGENCY CONTRACTS: QUESTIONS FROM PROPOSERS

PART I – QUESTIONS ASKED DURING THE FIRST PRE-PROPOSAL CONFERENCE (2/23/16)

QUESTION #1: What are the M/WBE goals?

Answer: M/WBE goals are not part of this contract; we encourage the use of M/WBE firms.

QUESTION #2: What are the bonding requirements?

Answer: DDC will require payment and performance bonds at 100 percent of the construction contract or subcontract price, at the time of the emergency Task Order.

QUESTION #3: Is the work under the task orders covered by New York Prevailing wages?

Answer: Yes.

QUESTION #4: If there are multiple contracts in each category, how will Task Orders be awarded? Will each contractor have to bid on each Task Order?

Answer: If the need arises for the emergency services, DDC will contact the contractor(s) holding contract(s) for a specific category of work (or categories of work) and solicit responses from the contractor(s) for the proposed Task Order(s), unless the exigent need is so great that it is necessary to contact fewer than all of the contractors within a specific category.

QUESTION #5: Are the Task Orders going to be paid out of Expense or Capital funds?

Answer: Funding will be determined at the time of the Task Order.

QUESTION #6: What happens if there is a change order?

Answer: Depending on the situation, the City would issue supplementary Task Orders, as appropriate.

QUESTION #7: Can you provide more detail scope of service for category 9, in addition to review of emergency response, mobilization plans, that would be Task Order No. 1; what does this consultant do?

Answer: The consultant for category 9 (the Ninth Work Category) would handle all tasks typically within the scope of work of a construction management firm, as well as any other tasks assigned to the consultant in the emergency Task Order or supplementary Task Order.

QUESTION #8: The \$100,000 dollar cap mentioned for category 9, what is the total maximum for that category?

Answer: The \$100,000 cap mentioned in the RFP relates to Task Order 1 only.

QUESTION #9: Pertaining to debris removal, is it the goal of DDC to comply with FEMA regulations and more specifically FEMA 235 guideline?

Answer: Yes, our goal is to be in compliance with FEMA rules and regulations and qualify for 100 percent reimbursement to the City.

QUESTION #10: This company did some boardwalk restoration work in the rockaways- Is there any category described in the eight categories that would fit this work or is this only emergency work for buildings and facilities for GC's?

Answer: A boardwalk would be considered a facility.

QUESTION #11: Will the chosen contractors be able to help derive scopes and pricing in Task Order No. 1?

Answer: Task Order No. 1 will require the contractors to prepare Disaster Readiness and Mobilization Plans. However, at the time of the subsequent Task Orders, DDC will contact contractors holding contracts for specific category of work (or categories of work) and solicit responses from the contractors for the proposed Task Orders, unless the exigent need is so great that it is necessary to contact fewer than all of the contractors within a specific category. The Task Order award will be determined through competition by price and/or combination of other factors (including, but not limited to, capacity, location and experience).

QUESTION #12: There's reference to Rapid Repairs and some of the issues with Rapid Repairs

Answer: Rapid Repairs is a different program run by a different City agency.

QUESTION #13: Are you saying that the maximum amount of the contract received services for Task Order No. 9 is only \$100,000?

Answer: For Task Order No. 1, the maximum amount could be up to \$100,000. On Page 103 of the Contract, Exhibit A says, the total amount per contract with each category of work is \$36,000,000 each.

QUESTION #14: Can a firm propose on category 1 through 8 and also be a sub to another firm in category 9?

Answer: No.

QUESTION #15: Given your response to the question about the category 9 being this, sort of, all-inclusive or doing whatever is needed, the cost for category 9 reflected five or six titles, if I recall, there might be other titles that we need, which it seems that way, so how would that be addressed and will that be addressed in some way in the addenda?

Answer: We highlighted what we considered to be the key individuals that we need to assess and did the evaluation for the purposes of the RFP. As we get into that Task Order No. 1, that's what we're going to discuss with the category 9 winners, as to what services they can provide and what their team will look like.

QUESTION #16: What are the details in the sense of data management and what the responsibilities are?

Answer: The details and responsibilities related to Work Category 7 (Communications/IT Services Restoration) will be provided in the Task Orders. For a general description of the required services, please see Section III.A.7 of the RFP.

QUESTION #17: Regarding Insurance, what are the limits for firms in category 9? General liability, professional liability, automobile liability insurance be required, HAZMAT, ACM, GP, et cetera?

Answer: As stated in the RFP, the insurance is exactly the same for all nine categories. If you think that there should be different limits or types of coverage, please put this in writing in your proposal and explain why you think the CM should have different levels of coverage or coverage in general.

For emergency Task Orders, the extra insurance requirements that might be in individual Task Orders might be different for the category 1 through 8 contractors, as compared to category 9.

QUESTION #18: I see for contract parts 4 and 8, there are unit prices associated, as well as the other three criteria; the personnel, experience, and firm capability. How are the unit prices going to be used to select contractors?

Answer: We ask for unit prices on two of the segments in those first eight categories. As stated in the RFP, we're going to be evaluating the technical proposals first. Dependent on where your firm ranks based on the technical proposal, we're going to be taking into consideration the unit prices.

PART II – QUESTIONS SUBMITTED VIA EMAIL

QUESTION #1: Will DDC provide answers on an ongoing basis or only at pre-bid conference? More timely answers will ensure higher quality responses.

Answer: DDC answered questions at the two pre-proposal conferences and it will also answer questions on an ongoing basis, as long as the questions are received before the submission deadline expires.

QUESTION #2: For task 9, if a company has a prime contract providing programmatic or disaster management technical assistance to a NYC grantor (i.e. HUD, FEMA, FHWA, FTA, etc.) or a NYC grantee (i.e. DHSES, etc.) will this constitute a conflict of interest?

Answer: At the time the emergency Task Order is issued to a firm holding a contract for the Ninth Work Category, such firm may not hold a contract to provide services to FEMA, HUD, or any other federal entity providing disaster-related funding that will relate or apply to this on-call emergency construction and construction-related services contract.

QUESTION #3: For task 9, will expertise in the eligibility, compliance, and administration of the FEMA Hazard Mitigation Grant Program (HMGP) be required?

Answer: No.

QUESTION #4: For task 9, will expertise in the eligibility, compliance, and administration of the HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) program be required?

Answer: Yes. Applicability of the CDBG-DR program will be determined at the time the emergency Task Order or supplemental Task Order is issued.

QUESTION #5: For task 9, will expertise in the eligibility, compliance, and administration of the FEMA Public Assistance (PA) program be required?

Answer: Yes. Applicability of the PA program will be determined at the time the emergency Task Order or supplemental Task Order is issued.

QUESTION #6: For task 9, will design services, design management, design oversight, or design review be required?

Answer: These services may be required. The emergency Task Order or supplemental Task Order will specify whether such services are required.

QUESTION #7: For task 9, will construction management as advisor (CMA) services be required?

Answer: These services may be required. The emergency Task Order or supplemental Task Order will specify whether such services are required.

QUESTION #8: How will travel within the limits of NYC be compensated? Please detail if, and how this should be reflected in pricing.

Answer: Travel within the limits of NYC will not be compensated; it should be included in the consultant's Task Order price.

QUESTION #9: How will travel to NYC be compensated, i.e. airfare, hotels, etc. for out of area consultants. Please detail if, and how this should be reflected in pricing.

Answer: Out of city travel related expenses will be compensated pursuant the New York City Comptroller's "Directive 6 – Travel, Meals, Lodging, and Miscellaneous Agency Expenses".

QUESTION #10: Please identify whether or not consultant is to assume co-location with NYC resources and to what extent. If co-location is not to be assumed, please provide baseline assumptions for pricing and specify how cost should be reflected in pricing.

Answer: Depending on the size and scope of work, the emergency Task Order or supplemental Task Order will specify whether a co-location and/or field office is required.

QUESTION #11: We understand, based on Attachment 3 - Key Personnel, Contract Executive, Project Executive, Senior Project Manager and Safety Manager must be employees of the Proposer. Please

clarify if additional named personnel on Attachment 4, i.e., Junior Project Manager, Senior Technical Advisor, and Junior Technical Advisor, must be employees of the Proposer.

Answer: The additional personnel named on Attachment 4 are not required to be employees of the Proposer.

QUESTION #12: For task 9, does DDC anticipate that the selected consultant will provide technical assistance or staff augmentation with procurement of other disaster related contracts?

Answer: No. The consultants selected for the Ninth Work Category will only provide services with respect to this on-call emergency contract.

QUESTION #13: For task 9, does DDC anticipate that the selected consultant will perform community outreach and community relations activities or will the selected consultants review the plan and performance of the contractors in tasks 1 through 8?

Answer: The selected consultants in the Ninth Work Category may be required to perform these services. The emergency Task Order or supplemental Task Order will specify whether such services are required.

QUESTION #14: Will the selected consultant, for task 9, be allowed a markup on subconsultants?

Answer: No.

QUESTION #15: For task 9, will the selected consultant review contractor submittals or pay request during execution of work?

Answer: The consultants selected for the Ninth Work Category may be required to perform these services. The emergency Task Order or supplemental Task Order will specify whether such services are required.

QUESTION #16: For task 9, will the selected consultant provide any NEPA, environmental, or historic preservation technical consulting?

Answer: The consultants selected for the Ninth Work Category may be required to perform these services. The emergency Task Order or supplemental Task Order will specify whether such services are required.

QUESTION #17: For task 9, will the selected consultant provide construction estimating, construction budgeting, or cost control services or review the work of the contractors in task 1 thru 8?

Answer: The consultants selected for the Ninth Work Category may be required to perform these services. The emergency Task Order or supplemental Task Order will specify whether such services are required.

QUESTION #18: For task 9, does DDC contemplate that the selected consultant will perform “supervision, management, and administrative services” on contracts other than those contracts awarded under this solicitation for tasks 1 through 8?

Answer: No. The consultants selected for the Ninth Work Category will only provide services with respect to this on-call emergency contract.

QUESTION #19: Regarding the referenced RFP, we have this additional question: In lieu of SF254 and SF255, would it be acceptable to provide SF330?

Answer: Form SF330 will be accepted. However, forms SF254 and SF255 will also be accepted.

QUESTION #20: I am interested in the Debris Removal and Debris Removal and Management - Marine Transportation portions of this contract. For emergency events that will trigger funding for these services there is typically an apparatus in place to secure reimbursement from federal sources such as FEMA. For emergency debris removal contracts it is typical that debris disposal fees (tipping fees) would be a reimbursable item to the jurisdiction pending proper backup documentation. Can you please clarify that disposal fees are to be included in the debris removal line items? It is also normal for disposal fees to be lower than the standard daily gate rates after an emergency event as well as discounts for larger quantities of debris being disposed of. Quoting a current disposal rate for this proposal will not be able to take advantage of anticipated discounts after an emergency event.

Answer: Disposal fees should be included in the debris removal line items.

QUESTION #21: Line item 008, HW-907 Allowance for incidental asbestos abatement – please clarify the unit of measure F.S.

Answer: The “Allowance for Incidental Asbestos Abatement” is deleted. Please see the revised Unit Price Items Schedule in the revised RFP, included in this Addendum.

QUESTION #22: Section 1.05 Air Monitoring – Asbestos Abatement Contractor paragraph B states that all costs associated with air monitoring are deemed included in the unit price. Section 1.06 Third Party Monitoring and Laboratory paragraph D states that NYCDDC will be responsible for third party monitoring. Please clarify that the Contractor will be responsible for performing their own air monitoring and will only be responsible for NYCDDC’s third party monitor charges should retesting be required due to exceeding required limits.

Answer: The “Allowance for Incidental Asbestos Abatement” specification is deleted from Attachment 9 of the RFP. The emergency Task Order or supplemental Task Order will specify whether such work is required.

QUESTION #23: Disaster debris removal services are typically performed by two separate firms specializing in two distinct aspects of the effort – Debris Removal and Debris Monitoring/Management. These two distinctly independent services are provided by firms that specialize in their respective service offering, typically a debris removal contractor that collects and transports the debris, and a

debris monitoring/management firm that oversees and documents the debris removal contractor's efforts. This approach has been identified by FEMA 325 and 327 Debris Management Guidance – attached to this email for reference. These Guidance documents outline the approach for an effective debris removal recovery effort and ensure that the City can receive reimbursement for costs associated with recovery from FEMA as long as the effort has been documented in a specific manner. The City's approach appears to have consolidated these service offerings under one umbrella, essentially asking a firm to submit a proposal covering the removal of debris and the oversight/documentation of debris removal. These are two separate skill sets and no one firm is capable of performing both tasks as they pose an inherent conflict of interest. We understand the City intends to issue separate task orders for debris removal and monitoring/management, and as such we respectfully suggest the Fee Proposal Form should reflect the separate service offerings as well. For example, the Fee Proposal Form for Category 4, Debris Removal and Management includes Unit Price items typical for debris removal, as well as hourly rates typically utilized for debris monitoring/management efforts. As a firm that specializes in debris monitoring and management, would it be acceptable for us to submit pricing for Category 4 without submitting the Unit Price items for debris removal contained in Attachment 4b as they are not applicable to debris monitoring/management efforts?

Answer: The firms holding the contracts for the Ninth Work Category will be responsible for monitoring the debris removal performed by the contractors holding contracts for the Eight Work Categories. Please see the revised RFP Section III.A.4, III.A.5, III.A.8, and III.A.9.

QUESTION #24: Will debris monitoring/management firms be included in the selection process for Category 5, Debris Removal and Management – Marine Transportation, as this category would also require monitoring to maximize FEMA reimbursement?

Answer: See response to Question #23 above.

QUESTION #25: Will debris monitoring/management firms be included in the selection process for Category 8, Provision of Environmental testing Services? If yes, would it be acceptable to submit pricing for Category 8 without submitting the Unit Price items listed in Attachment 4c? (Essentially same question as Number [23] above). The management of debris sites, truck certifications, etc. typically falls under the scope of debris monitoring/management firms as well.

Answer: See response to Question #23 above.

QUESTION #26: Pricing: How does DDC propose to work out pricing for emergency housing services? Is there going to be a CLIN line item pricing sheet incorporating unit prices for anticipated activities involving housing restoration or how will it be handled?

Answer: Such determination will be made at the time of the emergency Task Order or supplemental Task Order.

QUESTION #27: Pricing: In formulating pricing through CLIN or lump sum as addressed above, does DDC anticipate going to the market or the chosen contractors to help formulate feasible pricing levels

incorporating all aspects such as regional differences in pricing, prevailing wage aspects and benefits OR does DDC plan on using modeling techniques such as Xactimate to formulate pricing levels? Or does DDC plan on contractors simply submitting bids at the time of activation? This is very critical in our proposal and we need to know how to address these issues. We were a Rapid Repair contractor for DEP and the issue of pricing became an onerous one during the process. We believe there must be a very defined way to handle this as it can cause delays in subcontractor performance during a recovery situation. The above pricing issues relative to housing also stand true for restoration activities for Category 1.

Answer: As explained in the RFP, at the time of the emergency Task Orders, DDC will contact contractors holding contracts for specific category or work (or categories of work) and solicit responses from the contractors for the proposed Task Orders, unless the exigent need is so great that it is necessary to contact fewer than all of the contractors within a specific category. The Task Order award will be determined through competition by price and/or combination of other factors (including, but not limited to, capacity, location and experience).

QUESTION #28: Question pertains to (4) Debris Removal and Management and (5) Debris Removal and Management-Marine. FEMA guidelines generally (FEMA 325 Guide) require that post disaster debris management methodology include processes for debris reduction and/or recycling prior to final disposal. For example, an event effecting New York is likely to produce significant volumes of mixed debris (vegetative, C&D, HHW, E-waste). All of these different varieties of waste require separate collection, handling and reduction methods in order to comply with FEMA guidelines and for the City to qualify for reimbursement. While the RFQ provides for a single line item for removal and disposal, it is silent regarding 1) operation of a Debris Management Site –DMS (a temporary site where various types of debris are segregated, processed and reduced by various methods and prepared for final disposal, reuse, recycling or Waste to Energy).

A suggested method would be to provide separate line items for:

1. Load and Haul of mixed debris to a DMS operated by the Contractor (cubic yard price)
2. Processing of Mixed debris by grinding at DMS operated by Contractor (cubic yard price)
3. Processing of mixed debris by compaction at DMS operated by Contractor (cubic yard price)
4. Processing of mixed debris by recycling at DMS operated by Contractor (cubic yard price)
5. Operation of a DMS (cubic yard price)
6. Haul out of processed debris to final disposal or recycling/reuse facility (cubic yard price with disposal cost being a pass-thru to NY)

If DDC elects to keep the existing line item ONLY (Debris removal and Disposal); should we assume that all collected debris should be destined for final disposal without processing?

Answer: The proposers should assume that all collected debris should be processed before final disposal. Additional information regarding debris disposal will be provided in the emergency Task Order or supplementary Task Order.

QUESTION #29: Pertaining to the RFP under Category #9, would the firm need to have most of their experience in having the ability to have Disaster Program Management Oversight? Having experience with oversight working with many of construction contractors during a disaster response and recovery operation. In addition, having total understanding of the Robert T. Stafford Act, 2 CFR Part 200 and all applicable federal, state and local laws and policies, USACE Advance Contracting Initiatives and the MATOC task order contracts as well as, any other funding sources such as Federal Transportation Administration, CDBG, HUD, etc.. Also, to having the ability to manage the compliance coordination for properly documenting and preparing all supporting data collections to ensure funding can be maximize, versus of being a Construction Manager (CM). Because the other 8 Tasks are required to have their construction management oversight. Whereby, Category 9 is only acting as supervision, management, administration and performance of other construction management and professional services necessary for being able to have project oversight of the other construction contractors CM to ensure that federal, state and local laws and policies are being followed to properly prepare all documentation for project funding and closeout. Not so much as being Construction Management of projects. (This would be more in-line with the Robert T Stafford Act for the way this tasks is written)

Answer: The consultants selected for the Ninth Work Category will be responsible for, including, but not limited to, ensuring that federal and state laws, regulations, policies and guidelines are followed properly, preparing all required documentation for the Task Order(s), and conducting other compliance-related services. Additionally, the consultants selected for the Ninth Work Category may also be required to perform more traditional CM duties for the project. The emergency Task Order or supplemental Task Order will specify the required services.

QUESTION #30: Would the successful bidder to category #9 have direct communication with any potential funding source (e.g. FEMA, USACE, HUD, CDBG-DR, DOT...) on behalf of NYCDDC to ensure funding is maximized?

Answer: The selected consultants in the Ninth Work Category are required to ensure federal reimbursement for all construction-related activity. The emergency Task Order or supplemental Task Order will specify the required services.

QUESTION #31: Section 6.39A-EC – Mobilization for Emergency Contracts, do the noted liquidated damages apply to Task 9?

A: No, liquidated damages do not apply to the Ninth Work Category (Supervision, Management and Administrative Services).

QUESTION #32: Exhibit F: Form of Bid, Performance and Payment Bond, please clarify the bond requirements for Task 9.

Answer: The firms holding contracts for the Ninth Work Category are not required to provide a bid bond or payment and performance bonds.

QUESTION #33: Please confirm if key personnel is as defined in Attachment 3 or Attachment 4D.

Answer: The Key Personnel are listed in Attachment 3. Additionally, please see Section III.G of the RFP, which lists the minimum requirements for Key Personnel.

QUESTION #34: Please clarify whether or not we should provide positions and resumes for other positions that we feel are necessary to provide the scope of services or only provide the personnel listed in Attachment 3 and/or 4D?

Answer: The proposing firm may include personnel and resumes for other positions as part of the firm's Technical Proposal showing the firm's capability.

QUESTION #35: Can you please define reimbursable costs and non-reimbursable costs for costs that fall under Article 45.5 Allowance for Disaster Readiness and Mobilization Plan?

Answer: In its proposals, the proposing firm should include its assumptions and/or list any contract provisions for which it is seeking modifications, or which it believes are inapplicable, or which require further clarification. If applicable, proposed revised contract language should accompany the proposal.

QUESTION #36: Article 45.6.3 is a broad statement that seems to conflict with other Articles. Can you please confirm that Article 45.6.3 (a) is meant to be limited to the non-reimbursable services listed in 45.6.8; and is not meant to be all inclusive as there are Miscellaneous Expenses that will be reimbursed under 45.8? For example, field trailers if needed would not be included in the inclusive rate but would be captured under Article 45.8. Special inspections or testing services, if needed would not be included in Article 45.6 but would be captured under Article 45.8.

Answer: See response to Question #35 above.

QUESTION #37: The RFP does not provide sufficient detail to properly price and bid the permits and licenses that may be required under Article 45.6.8.4. Can you provide list of all permits and/or licenses required by Federal, State, or local regulatory agencies and the basis for fees, or delete this item from 45.6.8 and add it to 45.8?

Answer: See response to Question #35 above.

QUESTION #38: Can you please confirm that the Article 45.8 Allowance for Miscellaneous Expenses captures all project expenses that are not classified as non-reimbursable Services under Article 45.6.8 of the Contract?

Answer: See response to Question #35 above.

QUESTION #39: Will Prime Contractor be responsible for hiring subs for the removal and transport of waste or will the DDC's construction contractors assume that risk and will manage their compliance?

Answer: The contractors holding contracts for each of the Eight Work Categories will be responsible for the removal and transport of waste generated by the contractors' activities. The firms holding

contracts for the Ninth Work Category will be responsible for monitoring the waste transport and removal compliance.

QUESTION #40: We are asking that the RFP, specifically Section [II], Subsection A, be amended to allow for proposing on all categories, with specific “safety nets” put in place to prevent conflict, but allow for a full provision of services from qualified firms.

Answer: Please see revised RFP Section II, Subsection A, which states as follows: “Any entity submitting a proposal for any of the Eight Work Categories may also submit a proposal for the Ninth Work Category. Similarly, any entity submitting a proposal for the Ninth Work Category may also submit a proposal for any of the Eight Work Categories. However, any contractor awarded a contract for any of the Eight Work Categories shall not be awarded a contract for the Ninth Work Category. Correspondingly, any contractor awarded a contract for the Ninth Work Category shall not be awarded a contract for any of the Eight Work Categories. In the event that the same entity submits a proposal for any of the Eight Work Categories and also for the Ninth Work Category, DDC reserves the right to determine whether that proposing entity will be awarded a contract for the Ninth Work Category or for any of the Eight Work Categories for which it submitted a proposal, based on the proposing firm’s qualifications, capacity, and the best interest of the City.”

QUESTION #41: Per page 13 of the RFP, completed forms 254 and 255 for Proposer and its subconsultants or Subcontractors are required for the Technical Proposal. Please confirm we can provide a separate 254 for each firm and a combined 255 including the prime and each subconsultant in a single, combined 255 form.

Answer: A separate Form 254 and 255 should be submitted for each firm.

QUESTION #42: As relevant to Work Category 9, on Page RFP-7 the SOW narrative identifies a NTE value of \$100K per contract for review of plans. On Page 184/185, the Article 10A narrative on pricing and process speaks to a different approach by which the CM firms will submit a competitive approach and pricing bid prior to being able to review the plans. The questions this raises are:

- a. What does the \$100K per contract price mean, is it per plan, or is it per CM firm for up to eight plans?
- b. If in fact it is a competitive process to win the opportunity to review plans, as stated in 10A, what is meant by the opening \$100K reference?
- c. Specific to above paragraph 10.2.1(b) – Contractor’s price and basis for such pricing to DEVELOP and MAINTAIN a ‘plan’ – are CM firms expected to develop plans, or just review and provide feedback, etc., when not managing them as the client representative/CM?

Answer: a) The \$100,000 Allowance for the review of the Disaster Readiness and Mobilization Plans is per each firm holding a contract for the Ninth Work Category.

b) Please see revised Article 10 of the Contract. Each firm holding a contract for the Ninth Work Category will receive Task Order #1 to review, assist in reviewing, recommend for approval or disapproval or to provide any other services that may be necessary to aid the Commissioner in evaluating up to twenty-four (24) separate Disaster Readiness and Mobilization Plans.

c) Please see revised RFP Section III and Article 10 of the Contract. Each firm holding a contract for the Ninth Work Category will also be required to prepare a Disaster Readiness and Mobilization Plan.

QUESTION #43: On page RFP-11, under section 2. Support Documentation, subsection a.i.3, it says:

*Proposer must identify prior project experience performing the types of work outlined in the scope category(ies) for which the Proposer is submitting a proposal, including the dates of such contract, client's name, **client contract information**, and work location, and description of the work performed*

We just want to be sure we are being asked to provide client contract information, and not client contact information.

Answer: The proposing firms should provide client contact information, not contract information. Please see the revised RFP.

QUESTION #44: Page 3, Section I, Subsection A states that proposals are to be hand delivered. Will DCC accept proposals delivered by delivery services assuming they arrive before the submittal deadline?

Answer: Yes. However, please refer to RFP Section I. Timetable, Sub-Section A: Respondents are held responsible for ensuring that the Professional Contracts Section receives the RFP response package by the deadline. Respondents are warned not to rely on signed delivery slips from their messenger services. Occasionally packages are delivered to the School Construction Authority located in the same building and the packages are not forwarded to the DDC Professional Contracts Section in a timely manner. Entrance to DDC is on 30th Place, not Thomson Avenue despite our Thomson Avenue address. The method of delivery is determined by the proposer.

QUESTION #45: Section IV, Subsection F requires submittal of Forms 254 and 255. These are prequalification forms Architects and Engineers. As Architects and Engineers are not required to successfully complete work categories 4 or 5 do these need to be submitted?

Answer: Form 254 & 255 are not required for proposal submissions in category 4 and 5. Companies should submit the forms and indicate N/A.

QUESTION #46: Section IV, Subsection 2, Sub item 2, states that "Proposer shall have been actively and routinely engaged in the past five (5) to ten (10) years in managing, supervising and responding to on-call emergency situations of varying magnitude....". To the best of our information this is the first contract of this nature to solicited in this region for "emergency" marine debris removal and transportation. Typically, these actions in disaster response to hurricane and other disasters come later

in the response and are solicited as separate projects later in the response. Will these projects be acceptable for Work Category 9?

Answer: Experience requirements for the Ninth Category of Work is listed in RP Section IV, Part II, Item B.2, which requires the entity submitting the proposal to “have been actively and routinely engaged in the past five (5) to ten (10) years in managing, supervising, and providing various construction management services necessary for the oversight of construction contracts, including, but not limited to, on-call emergency construction and construction-related contracts of varying magnitude.” The firms proposing for the Ninth Work Category are not required to show that they have experience in managing, supervising or providing other CM-like services for contracts exactly as those described in the Eight Work Categories. The proposing firm may show its compliance with the requisite experience requirement by demonstrating its experience in managing, supervising, and providing various construction management services necessary for the oversight of construction contracts in general, including emergency contracts of any type, size and nature.

QUESTION #47: Will the premium costs for insurance be fully reimbursable?

Answer: The premium costs associated with the standard insurance requirements set forth in Article 27.1 of the Contract are to be included as part of the contractor’s Task Order price. The premium costs associated with the additional insurance set forth in Article 27.12 and 27.13 will be reimbursable.

QUESTION #48: Do the limits of the insurance have to be in place at the time of the bid?

Answer: The limits of the standard insurance set forth in Article 27.1 have to be in place at time of this proposal. Any required additional insurance will be set forth in the emergency Task Order, and that insurance must be in place prior to the commencement of the Task Order work.

QUESTION #49: Can the DDC provide a list of approved soil recycling sites licensed and certified to accept hazardous soils?

Answer: The City does not maintain a list of approved soil recycling sites licensed and certified to accept hazardous soils.

QUESTION #50: Removal, Treatment and discharge/disposal of Contaminated Water – Please clarify that the Lump Sum Per Day Unit Rate is Per Location. It will be impossible to quantify a total maximum volume disposal capability with an unknown quantity of mobilization sites.

Answer: Yes, the Lump Sum Per Day unit rate is per location.

QUESTION #51: Debris Removal – Per the RFP, Debris Removal is to include

- i. Right of Way debris removal
- ii. MSW
- iii. HHW
- iv. White Goods

- v. Putrescent Debris
- vi. Freon Removal
- vii. E-Waste
- viii. Waste Containers (tanks, drums, small containers, fuel tanks)
- ix. Private Property debris removal
- x. Debris Removal from drainage structures
- xi. Waterway debris
- xii. Removal of water

These 12 types of debris all have different waste streams for removal and require differing types of equipment to successfully collect, remove and dispose of. In addition to differing methods of collecting and removing this type of debris there are differing expected quantities of each type of debris. To provide a lump sum price per cubic yard to include all items would not be in the City's best interest as the Contractor will have to inflate the price per cubic yard to cover all items. For example – the cost to collect and dispose of waterway debris is exponentially higher than collecting debris from the ROW. If the city were to provide separate line items for each of the 12 types of debris the city will only be invoiced for the quantities of each type of debris rather than paying a higher price per cubic yard to cover all line items. Will the city consider adding additional line items for each of the types of debris?

Answer: The proposers are advised to make any and all required assumptions and provide a unit price based on those assumptions. The list of any and all assumptions made must be included with the proposal. Specific information relating to the scope of work will be available at the time of the emergency Task Order.

QUESTION #52: RFP Section IV, Part II, 3.B indicates that personnel proposed as key personnel should be employed by the proposer. Does this preclude the use of proposed subconsultants personnel working under the direction of a Prime Consultant Project or Contract Executive.

Answer: No. Only the key personnel must be employed by the proposer.

QUESTION #53: Attachment 4d* - 7 titles are provided with years of experience, however the RFP does not seem to indicate the expected role/scope of work for each title. Can a brief description of the qualifications/expected scope for each position be provided so that the proposed personnel can reflect the Department's needs and allow for an appropriate rate schedule to be developed.

Answer: The proposed personnel for these titles should possess the appropriate expertise that is in line with the experience set forth for the proposing firm.

QUESTION #54: Many of the terms of the proposed contract do not appear to be relevant to services performed under the scope of Category 9 consultant services. Please provide clarification or confirmation of the following items.

- a) Contractor/Consultant's Work. Articles 1, 8.1, etc. Work categories identified in Exhibit A are the only categories associated with Cat 9 consultant. All other language that requires Contractor/Consultant to perform other work is applicable to Cat 1 – 8 and not Cat 9.

- b) Article 11.4.4. Please define the time frame between verbal direction and the issue of written task order.
- c) Liquidated Damages. Please confirm that Liquidated Damages are not applicable to Cat 9.
- d) Article 12.4. Will this Standard of Care clause apply to Cat 9 consultant.
- e) Articles 14.5.6., 14.5.8 and 14.5.9, 14.5.17, 15.2, 29 These requirements are applicable to construction subcontractors and do not apply to the Cat 9 consultant.
- f) Article 20.4. For Cat 9 consultant services, can this be replaced with the indemnity language typically found in DDC design or resident engineering services contract.

Answer:

- a) **The contractors holding contracts for the Ninth Work Category will perform all services necessary for the oversight and management of the Task Orders and supplemental Task Orders issued to the contractors holding contracts for any of the Eight Work Categories, as directed by the Commissioner.**
- b) **As specified in RFP Section III. A and Article 11 of the Contract, the written Task Order will be issued within 72 hours after the City notifies the contractor of the need of the contractor's services.**
- c) **Liquidated damages do not apply to the Ninth Work Category (Supervision, Management and Administrative Services).**
- d) **See response to Question #35 above.**
- e) **See response to Question #35 above.**
- f) **See response to Question #35 above.**

QUESTION #55: SLS desires to submit on multiple categories of work, including the Construction/Program Management category. The RFP states that a firm may not submit a bid for Category 9 if they are bidding on Categories 1-8. The submittal of multiple bids, including Category 9, would not create a conflict of interest. The COI would only be encountered in a scenario where SLS was the PM/CM for a project that we potentially may be executing from a construction or fieldwork standpoint. Given the unknowns regarding the success or failure of our procurement response, SLS requests the ability to SUBMIT proposal responses for multiple work categories, including Category 9. Should SLS be selected for more than one work category, inclusive of Category 9, SLS and the DDC should make a business decision about how to successfully proceed.

Answer: Please see response to Question #40 above.

QUESTION #56: Will Teaming Partners and/or Key Subcontractors experience count in the Proposer's "Experience of Firms"?

Answer: Yes.

QUESTION #57: On page 18, Section V, subsection C states that "Price will be considered as follows: Based on the final technical scores of the proposals, DDC will establish a shortlist; and those proposals under consideration for award will be ranked in the order of lowest price per technical point." This makes the pricing of this project very important. Please define "technical point" and clarify the price evaluation criteria.

Answer: The ratio of Fee Proposal/Price as compared to the technical score constitutes the “price per technical point” score criteria.

QUESTION #58: As pricing is an integral part in contract award we request clarification and/or additional information. Page 31, Attachment 4b, Part II Unit Price Items, Seq No. 003 asks for a unit price per cubic yard for debris removal and disposal. To determine a realist cost for this item please provide the following information.

- a. What is the geographic area size that will generate the 150,000 cyd3? (square miles, city blocks, ect.)
- b. Will the material need to be reduced? (ie, mulching of vegetative material, crushing of metal, ect.)
- c. Will NYC provide site for reduction activities or will the contractor be responsible for this?
- d. Is the proposer to provide final disposal or will NYC provide final disposal site?
- e. If NYC is providing final disposal site what is the location or locations of those sites.
- f. Historically debris removal contract pricing is based on the hauling distance, what distance should the contractor assume?
- g. Will an automated debris management system be required such as HaulPass® ?

Answer:

- a) **The proposers are advised to make any and all required assumptions and provide a unit price based on those assumptions. The list of any and all assumptions made must be included with the proposal. Specific information relating to the scope of work will be available at the time of the emergency Task Order.**
- b) **Yes.**
- c) **Contractor will be responsible for providing a site for reduction activities.**
- d) **Contractor will be responsible for providing final disposal site.**
- e) **See response to d) above.**
- f) **See response to a) above.**
- g) **See response to a) above.**

QUESTION #59: Page 31, Attachment 4b, Part II Unit Price Items, Seq No. 004 asks for a unit price per cubic yard for demolition of structure. To determine a realist cost for this item please provide the following information.

- a. Is the contractor to assume that the 20,000 cyd3 will be generated by one structure or multiple structures? If multiple structures, how many? Multiple sites will require additional mobilizations of personnel and equipment.
- b. Is the contractor to assume single story or multiple story structures? If multiple stories, how many?
- c. Is the proposer to provide final disposal or will NYC provide final disposal site?
- d. If NYC is providing final disposal site what is the location or locations of those sites.

Answer:

- a) **Multiple structures. The proposers are advised to make any and all required assumptions and provide a unit price based on those assumptions. The list of any and all assumptions made must be included with the proposal. Specific information relating to the scope of work will be available at the time of the emergency Task Order.**
- b) **Multiple structures.**

- c) **Contractor will be responsible for providing final disposal site.**
- d) **See response to c) above.**

QUESTION #60: Page 31, Attachment 4b, Part II Unit Price Items, Seq No. 002 asks for a unit price per cubic yard for clearing and grubbing. To determine a realist cost for this item please provide the following information.

- a. What size of material to be cleared and how dense is the material to be cleared?
- b. Are stumps to be removed or cleared to ground level?
- c. Is the site to graded after clearing?
- d. Is the contractor required to reduce and/or dispose of the vegetative material?
- e. Will air curtains be allowed?
- f. Should the contractor assume the 20,000 syd be at one location or multiple locations?

Answer:

- a) **The proposers are advised to make any and all required assumptions and provide a unit price based on those assumptions. The list of any and all assumptions made must be included with the proposal. Specific information relating to the scope of work will be available at the time of the emergency Task Order.**
- b) **See response to a) above.**
- c) **Yes.**
- d) **Yes.**
- e) **Yes.**
- f) **Multiple locations.**

QUESTION #61: Page 31, Attachment 4b, Part II Unit Price Items, Seq No. 001 asks for a unit price per cubic yard for Fill, Place Measurement. To determine a realist cost for this item please provide the following information.

- a. Please clarify that this is for fill in place.
- b. Please clarify what type of fill material will be acceptable.
- c. Is the fill to be supplied by the contractor or will NYC provide a borrow or fill source? If NYC is to furnish the fill or borrow source what is that location?
- d. Is the material to compacted? If so what are the compaction requirements?

Answer:

- a) **The proposers are advised to make any and all required assumptions and provide a unit price based on those assumptions. The list of any and all assumptions made must be included with the proposal. Specific information relating to the scope of work will be available at the time of the emergency Task Order.**
- b) **Please refer to the New York City Standard Highway Specifications.**
- c) **Please refer to the New York City Standard Highway Specifications.**
- d) **Please refer to the New York City Standard Highway Specifications.**

QUESTION #62: Is this project subject to union labor regulations?

Answer: Yes. The work under the Task Orders will be covered by New York Prevailing Wages, as may be applicable.

QUESTION #63: It is customary to preposition personnel and equipment for foreseeable events (ie, hurricane, ice storms, snow storms, flooding, ect) for faster response, will this be the policy for this contract?

Answer: At the time of the emergency Task Order, the contractor will be advised whether such service is required.

QUESTION #64: Assuming the answer for question [63] is yes, please provide a description of how this process would work and how it would affect the liquidated damages.

Answer: See response to Question #63 above.

QUESTION #65: Is there a requirement for a bid bond on the above contract?

Answer: A bid bond is not required at this time. At the time of the emergency Task Order issuance, all construction contracts or subcontracts must comply with the bonding requirements in accordance with 2 CFR 200.325, as may be applicable.

PART III – QUESTIONS ASKED DURING THE SECOND PRE-PROPOSAL CONFERENCE (3/23/16)

QUESTION #1: How much flexibility do you have in the implementation or the selection of the work associated with the proposal, Is this something that you're going to just wait for a Sandy level storm event before you use this contractor?, can you use it for discretionary purposes in some kind of unusual event that happens in the city where you need to marshal some resources?

Answer: Task Orders under this contract, other than Task Order No. 1, will be issued only when a New York State or City emergency declaration is issued pursuant to the New York State Executive Law, and after approval for emergency procurements is obtained pursuant to the New York City Charter.

QUESTION #2: Could you talk a little about some of the new provisions you put in specifically relating to insurance and insurance reimbursement?

Answer: There are three levels of insurance that are described in the contract. The first one is the insurance that the contractor would need in place at the beginning of the contract, regardless of whether there was an event that would trigger the use of the contract.

The second level of insurance would be for the particular emergency situation described in the emergency declaration and Task Order issued for the specific emergency. This insurance to be procured by the contractor would be addressed in the Task Order or if possible, discussions leading up to the Task Order.

The third level of insurance is extra insurance that the City would help arrange based on a particular event up to \$250 million, above whatever insurance the contractor obtains for the first two levels of insurance.

QUESTION #3: With respect to the second insurance, will the cost of the extra insurance be in a task order?

Answer: Generally, the second insurance will be in the Task Order as a billable expense.

QUESTION #4: It is a reimbursement?

Answer: Yes.

QUESTION #5: What about indemnification?

Answer: The indemnification offered in this contract is the indemnification included in the standard City contracts. Because of this, the City is offering the innovative insurance approach as described in Question #2 above.

QUESTION #6: I represent the demolition industry, HPD's contract has been modified to provide effectively, indemnification for contractors for claims that an emergency condition was improperly declared, things like that, and HPD is defending contractors when they're sued by an owner pertaining to those claims. Shouldn't that be included in this contract?

Answer: No.

QUESTION #7: You have a separate category for a design build management and there's only one form of contract that I see in the RFP?

Answer: Yes, all 27 firms that are going to be selected will be signing this contract. Not every term will be applicable to the CM.

QUESTION #8: How are we going to get clarification on that before we proposed or submit?

Answer: Section III.B of the RFP states that any firm awarded a contract as a result of this RFP "will be required to sign a contract containing the City's contract provisions, in substantially the form they appear in the attached contract." This means that there are portions of the contract that can be negotiated, if appropriate, based on the vendor's proposal submission.

Proposers should identify in their proposals any contract provisions that they object to or believe are not applicable or require modification.

QUESTION #9: Can we do an exception sheet with our submission for category nine?

Answer: If these are provisions that a vendor does not think are applicable to this contract, or require modification, the proposal submission should contain that information.

QUESTION #10: Can we include that in the body of the submittal?

Answer: Yes.

QUESTION #11: My understanding is when you have the contract with any RFP and you are submitting a proposal with the understanding of the City, you're accepting all the conditions of the contract. When you say negotiating after the fact, I'm not sure about it.

Answer: We don't intend that the more flexible language we've included is an invitation to negotiate the entire contract. The intent is to allow some flexibility based on the unique type of procurement.

QUESTION #12: On the other hand, there could be few that will be reading the language, to the extent of negotiations, who's going to decide who is right and who is wrong?

Answer: The City will determine the appropriate contract language based on the submissions.

QUESTION #13: In going through the evaluation criteria, there is no weight to put on the price. The price is not going to be considered?

Answer: It will be considered. Taking into consideration the fee proposal, the City will conduct a price per technical point evaluation of the proposals.

QUESTION #14: We are looking at the marine portion category of the contract, its states barges, cranes, draglines, then there's just a unit price. How are we supposed to determine which pieces of equipment are going to be needed for that job and how do we price that?

Answer: The price information that a vendor would provide in response to the RFP may only include, depending on the category, hourly rates per person. But, given that a particular emergency might call for something that wasn't priced at the time of the RFP submission, the parties would negotiate the fair and reasonable price for the services or materials, for example, if an unusual piece of equipment is needed at the time.

QUESTION #15: I'm looking strictly from the proposal's point of view, we're being asked to give a per cubic yard unit price so we have to decide how we're going to develop that price. Are we going to need a crane and one barge, a crane and three barges or what? Now I may look at that generic cubic yard in one spot, contractor B may look at as I have to put in everything, so my price would be substantially lower than his, it would skew the proposals. Usually when we run into this, there is a scenario put forward, you know assume X, Y and Z, price it that way, and we do not have these scenarios on this particular one.

Answer: Submit the pricing that you think makes sense right now in the proposal, and include what your assumptions are in making the pricing. When we have everything in, if there are issues we really didn't anticipate and people are looking at it in very different ways, we will request BAFOs. The City may present a scenario to all proposers, stating "Please assume "X" and now give us your BAFO."

QUESTION #16: There appears to be a little bit of conflicting information on the RFP. It says \$100,000.00 per contract. Does that mean to review each plan throughout the term of the contract, or is it \$100,000.00 to do all eight plans for the term of the contract?

Answer: See response to Question #42 in Part II above.

QUESTION #17: In Section 10-A, actually speak about the CM in Section 9, the responsibility to actually develop and maintain the disaster plan for the contractors. Are we developing the plans for them or are we simply reviewing them?

Answer: See response to Question #42 in Part II above.

QUESTION #18: The new model of the insurance and indemnity structure that you're proposing here, does that have any precedent anywhere else outside the city or is it just sort of derived at whole cloth by the people proposing?

Answer: The City is not aware of any other municipality that has done a similar emergency contract, nor set-up a similar insurance and indemnification approach.