

# REQUEST FOR QUALIFICATIONS



## FINANCIAL DISTRICT AND SEAPORT CLIMATE RESILIENCE MASTER PLAN

RELEASE DATE: APRIL 4, 2019

INFORMATION SESSION: APRIL 15, 2019

SUBMISSION DEADLINE: MAY 7, 2019

**NYC**  
Mayor's Office of  
Recovery & Resiliency

**NYCEDC**

## **I. Invitation to Submit Statement of Qualifications and Background Information**

New York City Economic Development Corporation (“NYCEDC”) is issuing this Request for Qualifications (“RFQ”) as an invitation to qualified interdisciplinary teams of consultant firms, including but not limited to engineers, architects, resilience planners, urban planners, community engagement specialists, and policy/legislative specialists, to submit a response (the “Submission”) to perform the Services (as defined below). The Submission will be submitted by a principal consultant (the “Team Principal”), and should identify any other anticipated team member firms that the Team Principal would expect to subcontract with for provision of the Services (as defined below). The Submission, in accordance with the terms of this RFQ, will detail the Team Principal’s qualifications for the provision of master planning services (the “Services”) for a potential shoreline extension or outboard structure to protect against the projected impacts of climate change in the Financial District and the South Street Seaport (“Seaport”) neighborhoods from the Brooklyn Bridge to the Battery (the “Project Area”) in Lower Manhattan, New York (the “Financial District and Seaport Climate Resilience Master Plan” or “Master Plan”), as more particularly described herein (the “Project”).

The Team Principal must submit a Statement of Qualifications (each an “SOQ”) as part of a Submission. Team Principals may include any number or type of firms that they determine to be helpful or relevant to the completion of the Services, but at a minimum teams would be expected to have firms with expertise in climate resilience and infrastructure, engineering, urban design, planning, permitting, financing, and governance. Individual firms may provide expertise in more than one area, or may specialize. Subcontractors not identified as the Team Principal may be members of multiple teams.

After selection of finalist Team Principals on the basis of responses to this RFQ, NYCEDC anticipates issuing a Request for Proposals (an “RFP”) to the selected Team Principals (the “Selected Team Principals”) for the work to complete the Services for the Master Plan. The Master Plan will provide critical technical analysis to guide a planning framework including engineering solutions and top-side programming, develop a long-term phasing plan, identify funding mechanisms, establish and enact a legislative strategy for, and identify a potential first phase adaptation project in the Project Area. Pursuant to the terms of the RFP, NYCEDC anticipates executing a contract with the winning team, led by one of the Selected Team Principals (the “Master Plan Team”) to complete the Services (the “Contract”).

NYCEDC is seeking Team Principals that have the following qualifications:

- A. Experience managing large-scale master planning processes;
- B. A demonstrated track record of world-class technical expertise on large-scale climate adaptation measures (both planning and implementation), including climate impact modeling;
- C. Experience managing and undertaking the successful design and implementation of complex engineering projects of a similar size and scale;
- D. Experience on drainage modeling, analysis and design of large-scale drainage management systems and experience working with NYC DEP;
- E. Experience with permitting processes for in-water projects with Army Corps, DEC, Fish and Wildlife, National Marine Fisheries, including environmental mitigation;
- F. Experience in planning for and implementing large scale transportation projects, including mobility, maritime uses and potential new transportation infrastructure;
- G. Experience developing accurate, dynamic and nuanced financial models;
- H. Experience leading successful community engagement processes;
- I. Experience working in New York City, and,
- J. Experience holding contracts for similar projects.

## II. Background

For over 400 years, the historic identity of New York City has been rooted in Lower Manhattan (the "District"). Serving for generations as a doorstep for immigrants through Ellis Island and Castle Clinton, the District also transformed over time into a global economic and financial capital, with booming tourism and a growing residential population. Lower Manhattan comprises 10% of all New York City jobs, is home to almost 100,000 residents, and 19 of the City's 25 subway lines and 26 ferry lines pass through the district.

In October 2012, Hurricane Sandy hit New York City exposing the District's particular vulnerabilities to climate change. The Hurricane flooded 17% of the City's land, claimed 44 lives, and caused \$19 billion in damages and lost economic activity. In Lower Manhattan, the impact of Hurricane Sandy was devastating, causing two deaths and damaging thousands of buildings. The event underscored not only Lower Manhattan's value as an economic, civic, and cultural heart of New York City, but also revealed how the impacts of climate change to Lower Manhattan will likely be felt across the city and beyond.

Major reports in 2018 have solidified the scientific consensus that, absent significant action, climate change will produce devastating global consequences at a faster rate than previously thought. A plan for action is needed to ensure that Lower Manhattan's vitality and growth continues in this century and into the next.

Since Hurricane Sandy a lot of work has been done to advance climate change adaptation in the area. One year after Sandy, the Bloomberg Administration released *A Stronger, More Resilient New York*, where Seaport City was first presented as an idea for outboard development along the Financial District, Seaport and Two Bridges areas. Upon release of the *Southern Manhattan Coastal Protection Study* in 2014, which analyzed outboard development potential, Lower Manhattan leaders and stakeholders called for a more comprehensive solution for the District as a whole, as well as the exploration of on-land alternatives.

As a part of the most recent Lower Manhattan Coastal Resiliency Project (LMCR), the City completed an analysis to assess on-land alternatives. The recently released *Lower Manhattan Climate Resilience Study* (the "Study"), which spans from Montgomery Street to the east to Chambers Street to the west, provides a comprehensive climate risk assessment and resilience strategy for Lower Manhattan.

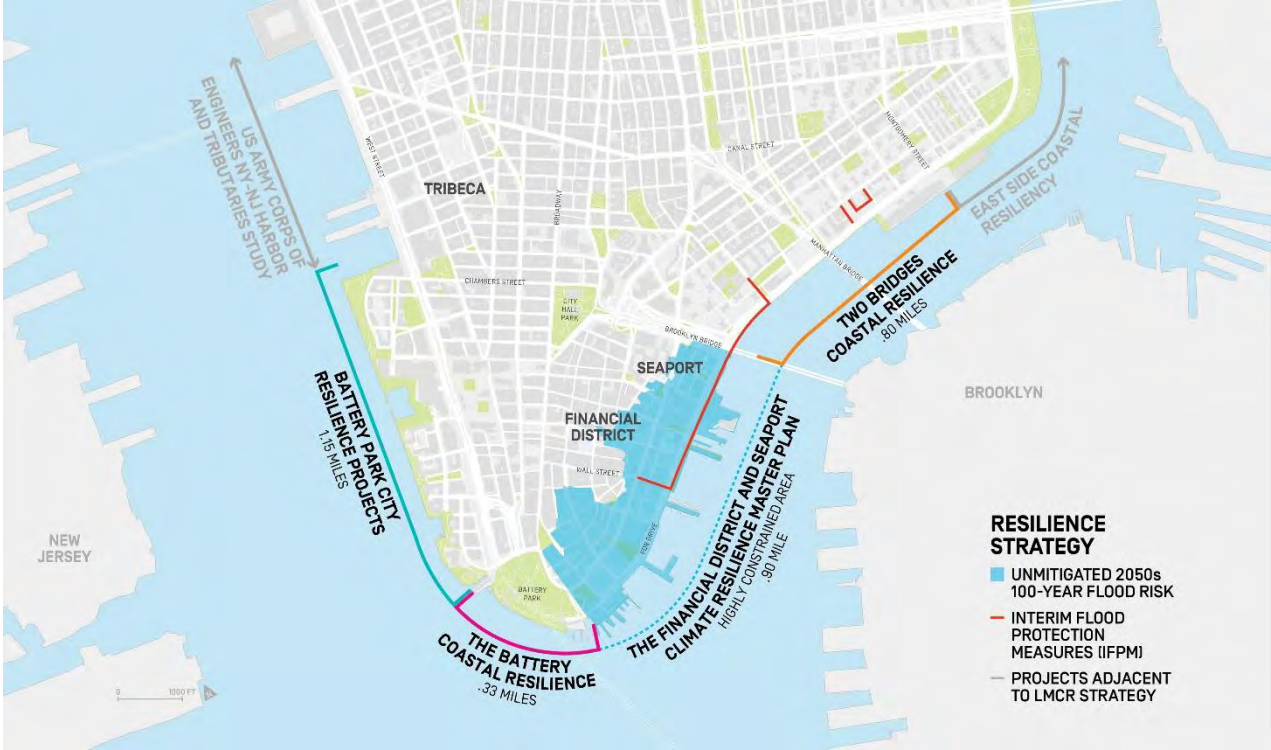
Unlike previous studies of Lower Manhattan, the Study identifies a wide range of climate hazards, beyond coastal storm surge events, over a longer time horizon. The Study found that by the 2050s, 37 percent of properties in Lower Manhattan will be at risk from storm surge. By 2100, with over 6 feet of projected sea level rise, almost 50 percent of properties will be at risk from storm surge, and 20 percent of Lower Manhattan's streets will be exposed to daily tidal inundation. Groundwater table rise is projected to put 7 percent of buildings at risk of destabilization and expose 39 percent of streets with underground utilities to corrosion and water infiltration.

To respond to these risks, the City modeled the best and latest science to the various geographies of the area, and tested and analyzed the engineering of many on-land alternatives, from using deployables to walls to raising the streets and hardening the building.

As a result of the Study, the City is advancing or supporting approximately \$500 million in flood risk reduction projects in the Two Bridges neighborhood, The Battery, and Battery Park City, covering 70 percent of the Lower Manhattan shoreline, as well as temporary interventions in the Seaport and parts of the Two Bridges and Financial District neighborhoods. The Study also recommended further planning in the Financial



District and the Seaport, which has led to this Financial District and Seaport Climate Resilience Master Plan. The Master Plan Project Area represents over half of the original Seaport City geography; in the remaining 45 percent in the Two Bridges neighborhood, an on-land adaptation project was identified, combining permanent barriers and deployable protections.



**The resilience strategy includes the following four capital projects, as well the Financial District and Seaport Climate Resilience Master Plan:**

*Temporary Interventions:* In the South Street Seaport area, parts of the Financial District and Two Bridges neighborhoods, Emergency Management (EM) will spend \$3.5 million to deploy a combination of just-in-time Tiger Dams and pre-deployed HESCO barriers by the 2019 hurricane season as temporary measures in advance of a permanent solution.

*Battery Park City:* The Battery Park City Authority (BPCA), using \$134 million in bonds authorized by the City, will develop coastal protection projects to adapt to new climate conditions. BPCA kicked off design in 2018 and will start construction in 2020.

*The Battery:* NYCEDC, in partnership with NYC Parks, BPCA and the Battery Conservancy, will invest \$165 million in the Battery to elevate the wharf and esplanade and integrate a protective barrier such as a berm at the back of the park. This design will preserve the look and feel of the existing park while strengthening the shoreline. Construction will begin in 2021.

*Two Bridges:* NYCEDC is designing an integrated flood protection system for the Two Bridges neighborhood, comprised of permanent barriers and deployable or ‘flip up’ protections that will protect view corridors and public access. DDC will manage construction of the \$200 million investment, which will begin in 2021.

*The Financial District and Seaport Climate Resilience Master Plan:* The Master Plan represents the remaining 30 percent of the Lower Manhattan coast where land-based adaptation measures were found to be technically infeasible and therefore further engineering and design is needed to scope out capital projects for shoreline extension. In this area, spanning approximately .9 linear miles from the Brooklyn Bridge to the Battery, a unique convergence of climate risk and physical constraints have prevented any permanent resilience projects from advancing. The low-lying topography in this area would require interventions that are taller relative to other areas at 15 to 20 feet, which pushes the feasibility of existing technologies. Further, the lack of available space and concentration of above- and below-ground infrastructure (FDR, Battery Tunnel, A/C tunnel) make constructability of on-land barriers infeasible. Complex circulation needs, transportation, active waterfront uses, and a large number of historic buildings, all further exacerbate the complexity of planning and implementation.

#### **IV. Scope of Work**

The Master Plan will bring a targeted focus to closing a gap in coastal protection for the District by developing a long-term vision and implementation plan for these two neighborhoods, informed by the findings of the Study and by ongoing stakeholder engagement.

The Master Plan will evaluate a shoreline extension and complementary adaptation projects (“Comprehensive Adaptation Plan”), and develop a complete design, as well as appropriate first phase of adaptation (“First Phase Project”) for both the infrastructure as well as topside programming. The Project Area boundary will be explored up to 500 feet from the existing shoreline to the Pierhead Line, which represents the maximum extent of current pier structures and avoids navigable waterways. The Master Planning effort will include an iterative process to assess the City and community’s goals against engineering feasibility, design, permitting and financial modeling, and lay a clear path forward for phasing and implementation. The Master Plan will also identify financing and governance strategies, including establishing a clear implementation plan to finance, construct and manage the First Phase Project.

The Master Plan must guide the adaptation of these two neighborhoods to protect against multiple hazards of climate change, including storm surge, tidal inundation, groundwater table rise, extreme precipitation, and heat waves, and be informed by the Study, the Master Plan Team’s extensive knowledge, expertise and ideas, as well as extensive community and stakeholder engagement. Submissions should detail the Master Plan Team’s expertise, skills, and capacity to complete the anticipated Services detailed herein.

In addition to climate adaptation, the Master Plan must align with other City priorities and overarching principles of this plan, which will be further developed and refined through the community engagement process. These principles include:

- Creating a Master Plan with a shared City-community vision through a democratic engagement process and robust climate/resilience education
- Identifying environmentally conscious design solutions, including but not limited to:
  - Identifying net zero or climate positive energy solutions to contribute to the City’s goals of an 80 percent reduction in greenhouse gas emissions by 2050 (from 2005)
  - Proposing solutions that improve and expand drainage infrastructure to enhance quality of surrounding water bodies
- Ensuring that design solutions integrate public waterfront access, view corridors and historic waterfront sites, including the South Street Seaport and Battery Maritime Building

It is anticipated that further detail of the scope of Services for the completion of the Master Plan will be finalized in an upcoming RFP, and the scope of Services in the RFP may be informed by the responses to this RFQ. It is expected that the Services may include the following tasks, analysis, and skills:

- A. **Comprehensive Adaptation Planning:** The Services may include evaluation and analysis of a wide variety of climate adaptation tools and infrastructure for the shoreline extension project and complementary adaptation strategies by sub-area. The analysis will also need to consider how the shoreline extension ties into adjacent land, infrastructure, and sewage systems, as well as overlap and intersection with adjacent climate adaptation projects in Lower Manhattan, including Two Bridges Coastal Resilience, The Battery Coastal Resilience and Battery Park City Resilience Projects. This analysis may be used to determine a detailed planning framework for climate resilience, a comprehensive design of the shoreline extension and more detailed design of the First Phase Project, as the cores component of the Master Plan. Feasibility should be looked at from the perspectives of implementation, operations and maintenance, considering the relative timing for proposed measures within a phased plan. As part of the Services, the Master Plan Team may be expected to confirm existing conditions and physical constraints by conducting topographical, geotechnical, underwater, and utility surveys, as well as site investigations.
- B. **Outboard Design and Engineering:** The Services may include project definition of the scope of shoreline extension, in conjunction with other adaptation measures. This may include an assessment of the ability to optimize the overall climate adaptation for the Project Area by combining different adaptation measures by sub-area, including analysis to determine the scope and appropriateness of shoreline extension in specific sub-areas. The Services may include engineering analysis, preliminary design and cost estimating of an outboard structure, including integration with tunnels, utilities and infrastructure, as well as considerations of fill sourcing and composition, environmental sustainability, mitigation of environmental impacts, and analysis of navigable water regulations. This may also include study of potential in-water deployable features, as well as measures to reduce the impacts of groundwater table rise as part of the shoreline extension. More detailed engineering, design and cost estimates may be expected for the First Phase Project.
- C. **Drainage, Hydrological and Hydraulic Modeling:** The Services may include detailed analysis and modeling of water flows during climate scenarios/weather events, as well as existing and future drainage capacity, conditions, and demand. This analysis may build on the Study to model a set of multiple climate scenarios and/or weather events in future years and assess the effects of adaptation interventions, interior drainage interventions (both green and gray) and/or improvements to sewer and pumping infrastructure in these scenarios. This may also include an in-depth study of groundwater table impacts. The analysis may be used to explore a range of drainage solutions and technologies, consider how they may be applied at different locations within the Project Area, and anticipate a combination of multiple interventions at multiple points in time and factoring in limitations such as the availability of capital funding. The Services may include determining a comprehensive drainage and infrastructure upgrade strategy that fully and clearly integrates into the Master Plan.
- D. **Infrastructure, Utilities, and Transportation:** The master plan may be expected to consider integration of existing maritime uses into the shoreline extension project, including consideration of continuity of transit operations during construction. This analysis may include engineering feasibility and preliminary design to integrate the maritime infrastructure into the long-term adaptation plans, including all existing piers, the Downtown Manhattan Heliport, the historic Battery Maritime Building and Whitehall Ferry Terminal. The analysis may also include engineering feasibility and preliminary designs for FDR Drive alternatives to determine long-term recommendations for the roadway, including but not limited to potential regrading. The Services may include analysis to identify necessary infrastructure and utility upgrades and proposal of solutions to meet future

demands generated by an outboard program. The Services may include transportation analysis and planning to identify potential transportation interventions, including interventions to vehicular and pedestrian street networks and the wider transit system, as well as future thinking and the potential inclusion of innovative technologies. The Services may include energy master planning, including identifying a path to achieve resilient, low-carbon energy systems that aligns with the City's decarbonization and energy goals. The Services may include resilient planning for new communications infrastructure. These plans discussed above may require coordination with local private utilities. The Services may include the identification of solutions to protect existing utilities, transportation tunnels, and other underground infrastructure from groundwater intrusion.

- E. **Land Use, Urban Design, Landscape Architecture and Financial Analysis:** The Services may include developing urban design and open space strategies for integrating large-scale climate adaptation infrastructure with the existing neighborhoods and with waterfront uses and access. This may also include developing urban design guidelines for edge conditions where the outboard development meets existing neighborhoods as well as the water's edge, and identifying locations for viable pedestrian, bicycle, transit, and vehicular pathways to ensure strong connections and ADA access. The Services may include developing urban design guidelines for new open space and the public realm on outboard development. The Services may also include testing a project without development, as well as alternatives scenarios with development in order to find a financially feasible project. The consultant may be expected to test land use programs to develop a set of guidelines that align with the policy priorities for the Financial District and Seaport and surrounding areas. This may include a development framework, massing and zoning analysis, and financial analysis and modeling to evaluate land use program scenarios and advise on market feasibility of different adaptation approaches. The Master Plan may also include planning analysis to ensure that a shoreline extension is effectively integrated into the Financial District and Seaport, as well as surrounding neighborhoods.
- F. **Financial Modeling:** The Services may include extensive financial modeling at multiple stages to both inform the selection of feasible adaptation approaches and scoping of the shoreline extension project, as well as detail a funding approach for both the Comprehensive Adaptation Plan and First Phase Project.
- G. **Stakeholder Engagement:** The Services may include developing and conducting a robust community and stakeholder engagement process at the local, City, State, and federal levels to inform the Master Plan. This may include regular engagement with a steering committee or task force, assistance in facilitating public meetings and other engagement efforts, and creation of materials to clearly communicate the content of the Master Planning process to the public. The Team Principal may be expected to develop creative strategies to effectively engage and empower a diverse group of stakeholders and to engage in complex issues and trade-offs for a large-scale, future-thinking project. The proposed engagement plan may include the use of technology, grassroots engagement and other innovative methods to ensure a broad and inclusive engagement process. Engagement should also include a strong educational component in order to empower stakeholders to understand both the climate risks as well as proposed adaptability options and effectively weigh in on decision making for the Master Plan.
- H. **Permitting and Approvals:** The Services may include studying and identifying the required approvals and permitting pathways (City, State, federal, and other, including legislative) for the shoreline extension and First Phase Project. The Services may also include assessing permitting and potential legislative actions at multiple stages to both inform the selection of feasible adaptation approaches and scoping of the shoreline extension project, as well as detailing an implementation approach to permitting and legislative action for a First Phase Project. Services may also include developing approaches for mitigation as it relates to permitting and implementation.

- I. **Governance Strategies:** The Services may include identifying and analyzing potential governance structures for overseeing the future design and implementation of the First Phase Project and overall Master Plan. This may also include the legal assistance and preparation of materials to establish a governance entity.
- J. **Phasing and Implementation Plan:** The Services may include detailing an overall phasing strategy for the Comprehensive Adaptation Plan, including the identification of a First Phase Project. Services may also include compiling permitting and approvals, financial analysis and governance strategy into an overall timeline and comprehensive implementation plan.

## V. Selection Criteria

NYCEDC will determine which Team Principals are prequalified as “Selected Team Principals” to perform the required Services and thus eligible to receive an RFP. Engineering and non-engineering firms are both encouraged to apply as the Team Principals. NYCEDC’s determination will be based on the following factors demonstrated in the Submission, including:

### A. **Experience and Qualifications** (40%)

- o The Team Principal’s demonstrated experience and excellence acting as a team lead in the successful coordination and delivery of complex interdisciplinary projects within the past five years
- o The Team Principal’s experience in providing services similar to the Services, as part of multi-billion dollar projects similar in nature to this Master Plan, and the quality of those projects and the firm’s participation in such; or the Team Principal’s ability to procure and provide for the completion of the Services through subcontractors on the team as a whole (as applicable)
- o The Team Principal’s proposed team composition, including the proposed organizational structure of firms retained to perform the Services The Team Principal’s primary project manager (the “Project Manager”), who will be the individual in charge of the overall planning and execution of the Master Plan Services and who will serve as a point person for the completion of the Services and the coordination of the team, including:
  - i. The Project Manager’s demonstrated experience and excellence acting as a Project Manager in complex interdisciplinary planning-focused and public-facing projects and services within the past five years; and
  - ii. The quality of the proposed Project Manager, including (without limitation) his or her educational and experiential background

### B. **Creativity and Vision** (20%)

- o Ability to generate creative, innovative solutions to highly complex problems and built environments
- o Ability to develop a compelling and implementable vision for the future of climate resilience and adaptation in this geography
- o Ability to bring together multiple disciplines and synthesize them in the development of a dynamic Master Plan

### C. **Implementation and Execution** (20%)

- o Experience and familiarity with public approvals, permitting, legislative change and working with multiple agencies across City, State, and federal governments



- Experience identifying a clear implementation pathway as part of a long-term development framework, including financing and governance mechanisms

**D. Community Engagement and Consensus-Building (20%)**

- Demonstrated experience in conducting strategic, meaningful engagement and integrating diverse community needs into large-scale projects
- Ability to use creative strategies to empower community members and stakeholders in developing the vision for a project, and promote their buy-in to a large-scale, futures thinking project
- Demonstrated experience in case-making for projects for diverse audiences in New York City, as well as at the state and federal levels

**VI. Minority- and Women-Owned Business Enterprise and Disadvantaged Business Enterprise (“M/WBE”) Participation**

All Team Principals are urged to describe their methods for engaging M/WBEs, including good faith efforts to meet the Participation Goal (defined below), and methods for facilitating the participation of M/WBE businesses certified by DSBS in their Submissions. The M/WBE response will factor into selection for the RFP. If any consultant firms that are expected to be a part of Team Principal’s team are certified by DSBS as an M/WBE, they should identify themselves as such in their SOQ. M/WBE firms are encouraged to respond to this RFQ.

The Contract will have an M/WBE participation goal (such goal, the “Participation Goal”). All Selected Team Principals will be required to submit an M/WBE Subcontractor Participation Plan with their response to the upcoming RFP, committing to an M/WBE goal within the range of acceptable Participation Goals that will be outlined in the RFP.

The Participation Goal represents a percentage of the total dollar value of the Services that may be achieved by awarding subcontracts to firms certified with DSBS as MBEs or WBEs, and/or by crediting the participation of an M/WBE consultant firm as a part of a team. An M/WBE Team Principal shall be permitted to count its own participation toward fulfillment of the Team’s Participation Goal. An M/WBE consultant firm may not then subcontract more than 50% of the total value of their work on the Services. The value of an M/WBE firm’s participation shall be determined by subtracting from the total value of the Services any amounts that the Team Principal will pay to direct subcontractors. Team Principals must meet the Participation Goal through the awarding of subcontracts to firms certified with DSBS as an M/WBE.

**VII. Submittal Requirements**

**A. Submission**

1. NYCEDC expects each Submission to come from the Team Principal. The Team Principal may be one company or a joint venture. The Team Principal will be expected to hold all subcontracts for the Project. If a team utilizes a joint venture structure, then the number of partners in the joint venture must be identified, including a clear explanation and an organizational chart showing the structure and respective ownership percentages. The total number of companies participating in the overall team must be stated.
  - a. Consultants proposing as the Team Principal, as defined above, may only propose on one team.

2. NYCEDC expects each Submission to identify the individual that will serve as the Project Manager. The Project Manager's CV, references and list of relevant projects must be included as part of the RFQ submission.
3. NYCEDC expects each Submission to include resumes and relevant projects from all potential project staff.
4. NYCEDC expects each Submission to include a list of any expected subcontract firm team members. The Submission should also include a proposed overall team organization chart that clearly identifies the relationship(s) between team members and the portion of the Services that the Team Principal anticipates each proposed team member would undertake, as well as an organization chart for each individual firm. The chart should clearly identify the overall Project Manager, as described above, as well as the project lead for each of the individual firms.
  - a. Consultants not identified as the Team Principal may submit information as members of multiple teams.
  - b. Each Submission should also include the following information for each proposed subcontract firm team member:
    - i. General Information: Firm name, address, parent company, year established, type of ownership, type of company.
    - ii. List of Principals' and Critical Staff Information: Credentials, license information, market segments, technical capabilities.
    - iii. Summary of Relevant Experience: Include information on no more than five (5) projects the firm worked on that are most similar to this Project and the portion of the Services that the team member would undertake. Detail the specific role the subcontract firm played on the example project.
5. The Submission should include a narrative (no longer than five total 8.5" by 11" pages) about the Team Principal's expected performance of the Services, including allocation of responsibilities between firms (as applicable), expertise in all relevant topic areas, ideas for completion of various tasks and projects, and successful experience in coordinating complex interdisciplinary projects similar to the Services.

## **B. Prompt**

NYCEDC expects each Submission to include the Team Principal's response to the following substantive questions (the "Prompt"). Prompt responses must be submitted as part of the Submission in PDF format and hard copy.

1. What type of process would be proposed to establish design criteria and evaluate alternatives for the shoreline extension, while weighing multiple constraints including engineering, design, permitting and financial feasibility?
2. What are the three greatest technical challenges of climate adaptation and shoreline extension in the Financial District and the Seaport and how would these challenges be addressed?
3. How do other large-scale planning and shoreline extension projects in the City, the US, and/or internationally inform your proposal and what critical 'lessons learned' will be applied to the Financial District and the Seaport?

## **C. Components of the SOQ**

The Team Principal must submit the supporting documentation and information requested below as their SOQ.

- **Firm's General Information:** Firm name, address, parent company, year established, type of ownership, type of company.
- **Firm's Principals' Information:** Credentials, license information.
- **Firm's Critical Staff Information:** Market segments, union information, technical capabilities. Provide a staff chart indicating positions, names of individuals proposed and reporting structure.
- **Firm's Relevant Experience and References:** Include information on no more than five (5) projects completed by your firm that are most similar to this Project. Detail the specific role your firm played on the example project. Provide two (2) references from relevant projects.

Please note that while proof of insurance will not be required at the SOQ/RFQ stage, firms will need to provide satisfactory proof of necessary coverage prior to execution of any contract with NYCEDC. NYCEDC anticipates that firms (not just the Team Principal) will be required to carry insurance of the types and in the amounts set forth in Appendix A to this RFQ.

#### **D. General Submission Requirements**

- **Number of Copies:**

Team Principals must submit a Submission, including a Prompt and an SOQ, in the following format: Five (5) copies of the Submission and attachments must be submitted in hard copy and two (2) electronic versions on CD or USB flash drive. Please provide all materials (whether paper or electronic) in 8.5" x 11" format.

- **Submission Deadline:**

No later than **4:00 PM on Tuesday, May 7, 2019**

- **Method of Submission Delivery:**

Registered or Certified Mail or by Hand

- **Submit Submission to:**

New York City Economic Development Corporation  
110 William Street, 4th Floor-Bid Room  
New York, NY 10038  
Attn: Maryann Catalano, Chief Contracting Officer, Contracts

- **Label on Envelope:**

Firms must label the envelope: "Financial District-Seaport Climate Resilience Master Plan Project RFQ".

- **RFQ Information Session**

An information session will be held on **Monday, April 15, 2019 at 1:00-3:00pm** at 110 William Street, 6<sup>th</sup>

Floor Reception, New York, New York 10038. Please RSVP on or before **Sunday, April 14, 2019**: [fidiseaportmasterplan@edc.nyc](mailto:fidiseaportmasterplan@edc.nyc).

- **Questions/Clarifications:**

Respondents may submit questions and/or request clarifications in writing to NYCEDC no later than **5:00 PM on Monday, April 22, 2019**. Questions must be submitted to the following email: [fidiseaportmasterplan@edc.nyc](mailto:fidiseaportmasterplan@edc.nyc). Any questions or requests for clarifications received after this date will not be answered. All questions received before the above-listed deadline will be answered by **Tuesday, April 30, 2019**, and NYCEDC shall post such answers on its website at [www.nycedc.com](http://www.nycedc.com), so as to be available to all respondents, if NYCEDC determines that such answers provide material clarification to the RFQ.

**VI. ANTICIPATED SELECTION SCHEDULE**

ISSUE RFQ	<u>April 4, 2019</u>
INFORMATION SESSION	<u>April 15, 2019</u>
QUESTIONS DUE	<u>April 22, 2019</u>
ANSWERS DISTRIBUTED	<u>April 30, 2019</u>
SUBMISSION DUE	<u>May 7, 2019</u>

NYCEDC anticipates releasing the RFP to Selected Team Principals in June 2019.

**VII. ADDITIONAL INFORMATION**

- Any Team Principal that submits a Submission to the RFQ shall provide any updates or changes to the status of the Submission within five (5) days of submission.
- This RFQ is not intended as a formal offering for the award of a contract or for participation in any future solicitation.
- Subcontractors for the Services shall be subject to the approval of NYCEDC. NYCEDC does not intend to grant or issue any agreements on the basis of this RFQ.
- NYCEDC, the City of New York (the "City") and their officials, officers, agents and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in the RFQ.
- No information contained in Submissions shall be deemed confidential and such information may be shared with other governmental entities or other relevant parties. Therefore, please do not submit any information that may be deemed proprietary in nature.
- Neither NYCEDC nor the City shall be liable for any costs incurred by any respondent in the preparation, submittal, presentation or revision of its submission. Neither NYCEDC nor the City shall be obligated to pay and shall not pay any costs in connection with the preparation of such submissions.
- All submissions shall become the property of NYCEDC and the City and will not be returned.

- NYCEDC, in its sole discretion, reserves without limitation, the right to discuss various approaches with one or more respondents (including parties not responding to the RFQ); and to use the ideas and/or submissions in any manner deemed to be in the best interests of NYCEDC and the City, including but not limited to soliciting competitive submissions relating to such ideas or proposals and/or undertaking the prescribed work in a manner other than that which is set forth herein.
- NYCEDC reserves the right to waive, modify or amend any terms, conditions or provisions of this RFQ, with or without notice, with respect to one or more respondents, to negotiate procurement of the Services on terms other than those set forth herein (including to parties other than those responding to this RFQ), to require supplemental statements and information from any respondents, to establish additional terms and conditions, to require a respondent to modify and cure its submission if it is non-responsive to the RFQ or if it does not otherwise comply with one or more requirements of the RFQ, to request a respondent make changes to a Submission, to entertain modifications or additions to selected Submission, or to reject any or all Submissions, if in its judgment it is in the best interest of NYCEDC and the City to do so.
- In all cases, NYCEDC, conferring with other agencies, authorities and organizations, shall be the sole judge of the acceptability of the Submissions. NYCEDC will enforce the Submission deadline stated in the RFQ at its sole discretion. The timing of the selection may differ depending upon the degree to which further information on individual Submissions must be obtained or due to other factors that NYCEDC may consider pertinent.
- A respondent Team Principal may be rejected if, for any such business entity, any of its shareholders, officers, directors, partners or members ("Principals") is determined, in the City's or NYCEDC's sole discretion, to be within a category of persons or entities with whom or which the City or NYCEDC will not generally do business. Respondent and all officers and Principals thereof will be required to complete a background questionnaire and shall be subject to investigation by NYCEDC and the City's Department of Investigation. Any designation may be revoked in the City's or NYCEDC's sole discretion in the event any derogatory information is revealed by such investigation.
- The Contract for the Services shall contain, among other terms, certain provisions required by law, by policies of the City and NYCEDC's contract with the City including, without limitation, the Executive Order 50 Supply and Service Rider - attached as Appendix B. This rider contains equal opportunity requirements mandated under Executive Order No. 50 (1980).



## Appendix A

### **INSURANCE REQUIREMENTS**

The insurance requirements set forth herein are subject to revision by NYCEDC prior to execution of a contract for any Services. The requirements herein are illustrative and not inclusive of all requirements that will be expected of firms performing the Services.

All liability policies other than Professional Liability shall name the New York City Economic Development Corporation and The City of New York, and their respective employees, directors, officers, officials, and members as additional insured on a primary & non-contributory basis.

#### **Required Policies and Amounts -**

All team firms shall carry the following:

<b>Workers' Compensation/Employer's Liability and Disability Benefits:</b>	In statutory amounts, but no less than \$1,000,000 for Employer's Liability
<b>Commercial General Liability:</b>	A minimum of \$1,000,000 per occurrence, with an annual aggregate of not less than \$2,000,000 in the aggregate on a per project basis  The maximum deductible or self-insured retention ("SIR") for the Commercial General Liability policy shall be \$10,000
<b>Automobile Liability:</b>	\$1,000,000 combined single limit per occurrence
<b>Umbrella/Excess Liability:</b>	\$5,000,000 on a per occurrence and aggregate basis, and shall be excess of primary general, automobile and employer's primary liability limits  <i>This coverage shall be mandatory for the Team Principal, and may be required for other team firms depending on the Services each firm will perform</i>
<b>Professional Liability/Errors &amp; Omissions Insurance (including Privacy Liability):</b>	Professional liability ("PL") and/or errors and omissions ("E & O") insurance policies shall be written with a minimum amount of \$5,000,000 per claim and in the aggregate

## **Appendix B**

### **EQUAL EMPLOYMENT AND AFFIRMATIVE COMPLIANCE FOR NON-CONSTRUCTION CONTRACTS**

For purposes of this Appendix 5, the "contractor" means the Team Principal of the Master Plan Team, as will be identified in the contract that will be executed between the Master Plan Team and NYCEDC for provision of the Services (the "Contract").

The Contract is subject to the requirements of Executive Order No. 50 (April 25, 1980) (§10-14) as revised ("E.O.50") and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing the Contract, the contractor agrees that it:

- (1) will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
- (2) will not discriminate in the selection of subcontractors on the basis of the owner's, partners' or shareholders' race, color, creed, national origin, sex, age, handicap, marital status or sexual orientation or citizenship status;
- (3) will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status, or it is an equal employment opportunity employer;
- (4) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 (§10-14) and the rules and regulations promulgated thereunder; and
- (5) will furnish before the contract is awarded all information and reports including an Employment Report which are required by E.O. 50 (§10-14), the rules and regulations promulgated thereunder, and orders of the Director of the Division of Labor Services (the "Division"). Copies of all required reports are available upon request from the contracting agency; and
- (6) will permit the Division to have access to all relevant books, records and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

The contractor understands that in the event of its noncompliance with the nondiscrimination clauses of the Contract or with any such rules, regulations, or orders, such noncompliance shall constitute a material breach of the contract and noncompliance with E.O. 50 (§10-14) and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Division, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

- (i) disapproval of the contractor;
- (ii) suspension or termination of the contract;
- (iii) declaring the contractor in default; or
- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Division may recommend to the contracting agency head that a contractor who has repeatedly failed to comply with E.O 50 (§10-14) and the rules and regulations promulgated thereunder be determined to be nonresponsible.

The contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of New York City's small purchase limit established by rule of New York City's Procurement Policy Board to which it becomes a party unless exempted by E.O. 50 (§10-14) and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Division of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 (§10-14) and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 (§10-14) and the rules and regulations promulgated thereunder.