



**Governor's Office of
Storm Recovery**

ANDREW M. CUOMO
Governor

HOUSING TRUST FUND CORPORATION

Request for Qualifications (“RFQ”)

for

Community Development Block Grant-Disaster Recovery (CDBG-DR)

Construction Services for the Living Breakwaters Project

RFQ # 201902_071

February 21, 2019

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1. OVERVIEW OF THE REQUIREMENT

The purpose of this Request for Qualifications (“RFQ”) is to pre-qualify vendors to provide Construction Services for the Living Breakwaters Project in connection with the administration of U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113 2). This Request for Qualifications (“RFQ”) is issued in accordance with the Procurement and Contract Guidelines of HTFC/GOSR and in compliance with [Section 2879a of the New York Public Authorities Law](#).

Based on the review of the RFQ Applications, the Governor’s Office of Storm Recovery (“GOSR”) of the Housing Trust Fund Corporation (“HTFC”) intends to establish a Pre-Qualified List (“PQL”) of Vendors who will be asked to compete through an Invitation for Bid (IFB) in order to enter into a Contract for provision of construction services for the Living Breakwaters Project. Respondents to this RFQ should thoroughly review the New York State Action Plan for Community Development Block Grant Disaster Recovery and all amendments thereto, as well as all Federal Register notices related to the CDBG-DR funds. The Action Plan and all amendments are located on the HTFC/GOSR website at: <http://stormrecovery.ny.gov/funding/action-plans-amendments>.

Qualified firms are encouraged to take advantage of this opportunity and to submit an Application for this RFQ detailing their credentials and anticipated methods for the construction of the Living Breakwaters. The pre-qualification process is designed to ensure that bids for the Living Breakwaters Project are only received from marine contractors that are highly qualified and possess the requisite prior experience.

2. BACKGROUND INFORMATION

2.1 Funding Information

In late October 2012, Superstorm Sandy, the largest storm in New York’s recorded history swept ashore. Sandy’s effect was devastating, causing widespread damage to lives, homes, businesses, core infrastructure, government property, and an economy just recovering from the Great Recession. Fourteen counties were declared Federal disaster areas. Sixty New Yorkers died and two million customers lost power with some blackouts lasting up to three weeks. The storm damaged or destroyed as many as 300,000 housing units, affected or closed over 2,000 miles of roads, produced catastrophic flooding in subways and tunnels, and damaged major power transmission and communication systems. Sandy followed closely on the heels of Tropical Storm

Lee and Hurricane Irene, which caused unprecedented and catastrophic damage to Upstate New York.

In January 2013, President Obama signed into law the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), pursuant to which the U.S. Congress appropriated \$16,000,000,000 to HUD for the CDBG-DR program, so that the agency could provide funds to address community recovery needs resulting from disasters that occurred in the United States in 2012 and 2013. This included areas impacted by Superstorm Sandy, Hurricane Irene, and Tropical Storm Lee.

In February 2013, HUD announced an initial allocation of funds from the \$16,000,000,000 CDBG-DR appropriation, allocating \$5,400,000,000 to states impacted by Superstorm Sandy. New York City received a separate allocation of CDBG-DR funds. New York State received \$1,713,960,000, which it planned to use in four recovery areas: housing, economic development, infrastructure, and planning. The State submitted an Action Plan for these funds to HUD in April 2013.

HUD approved the Action Plan on April 25, 2013. New York State Homes and Community Renewal (“NYS HCR”), through its Office of Community Renewal (“OCR”) and HTFC/GOSR/GOSR, is tasked with overseeing the administration of the CDBG-DR funds. In June 2013, Governor Andrew M. Cuomo established GOSR as an office within HTFC to maximize the coordination of recovery and rebuilding efforts in storm-affected municipalities throughout New York State and directed it to administer CDBG-DR funds. HTFC/GOSR will administer the program through a variety of organizations and municipalities through subrecipient agreements. Depending on the specific program or project, HTFC/GOSR may also choose to directly administer activities through contractors or other vendors.

The State’s initial Action Plan focused primarily on (1) addressing the immediate housing and business assistance needs in the communities affected by recent storms; and (2) assisting governments in covering emergency expenses, providing matching funds necessary to repair and mitigate storm damaged infrastructure, and providing funds for critical infrastructure assets that were storm impacted. The State also worked with storm-damaged communities to begin a comprehensive community-based planning process known as the New York Rising Community Reconstruction Program.

Respondents to this RFQ should thoroughly review the New York State Action Plan for Community Development Block Grant Disaster Recovery and all amendments thereto, as well as all Federal Register notices related to the CDBG-DR funds.

The Action Plan and all amendments are located on the HTFC/GOSR website at:

<http://stormrecovery.ny.gov/funding/action-plans-amendments>

2.2 Project Overview

The Living Breakwaters Project (“The Project”) has been funded by the U.S. Department of Housing Preservation and Development and is being administered by the NYS Governor’s Office of Storm Recovery. The project includes a system of 9 breakwaters to be constructed off shore at the southern tip of Staten Island near Tottenville’s Conference House Park (see Project Location figure below). The ecologically enhanced breakwater system is designed to reduce wave energy at the shoreline and prevent or reverse shoreline erosion while creating hard/structured marine habitat.

The 9 breakwaters range in length from approximately 215 and 375 feet and are located between approximately 750 and 1,200 feet from shore. The breakwaters would be primarily constructed as rubble mound structures with a stone core, an outer armor layer consisting of armor stone, and precast ecological concrete armor units and tidepools. Each breakwater, at its base has a marine mattress and geotextile to reduce settlement and scour. Individual breakwater segments vary in their crest elevation, overall length, geometry and other characteristics. The crest elevations of Breakwater 1 is 6 feet NAVD88, of Breakwaters 2-4 is 5 feet NAVD88, and of Breakwaters 5-9 is 14 feet NAVD88. Breakwater segments also include design features to create, enhance, and diversify aquatic habitat and promote species recruitment and biodiversity. These features include “reef ridges” (rocky protrusions on the ocean-facing side of the breakwaters) and “reef streets” (the narrow space between the reef ridges), “crenellated crests” with intertidal “crenellation saddles” (Breakwaters 1 and 2 only), water retaining elements (artificial tide pools made of precast ecological concrete and located in the intertidal zone), bio-enhancing armor units made of precast ecological concrete and located in the subtidal zone, and increased stone size diversity on the reef ridges.

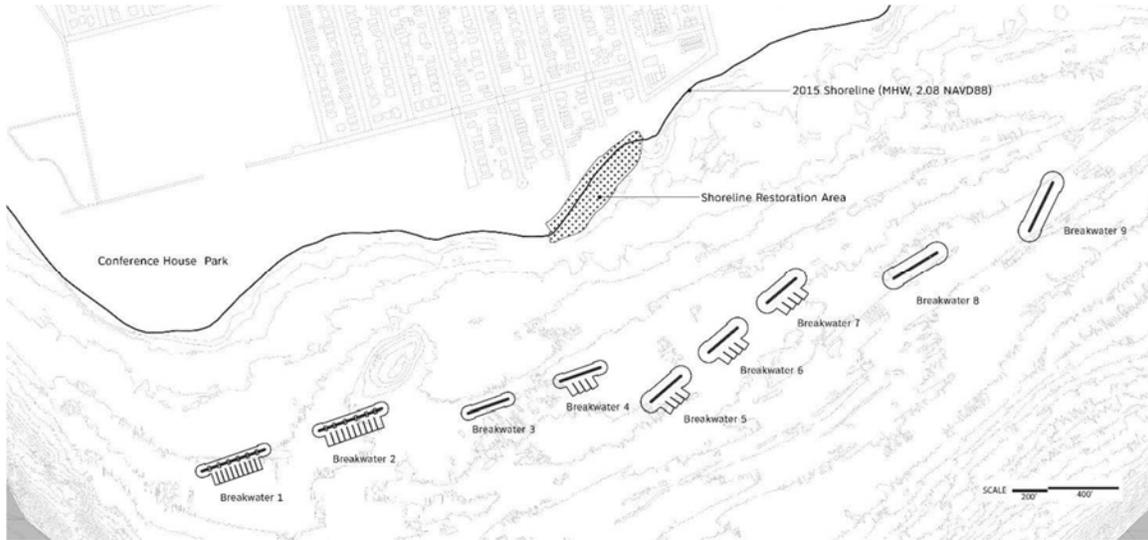
The Project also includes a shoreline restoration component which consists of a strategic, one-time placement of sand along approximately 800 linear feet of shoreline.

There are no piers, docks, or public boat access points immediately adjacent to the project area. HTFC/GOSR expects that the breakwaters portion of the Project will be constructed through waterside access only and thus, will have a minimal impact to the land properties in the project area during construction. It is anticipated that the

shoreline restoration will be performed landside, with trucks delivering the sand through the residential streets.

According to HUD requirements, the construction and the program requirements of this Project must be completed no later than September 30, 2022.

Project Location: South Shore of Staten Island, NY



2.3 Project Documents

Project Documents, as listed below including Contract Documents and Supplemental Documents, will be made available to a vendor intending to submit a response to this RFQ, upon request to the RFQ Coordinator identified below and upon signing a confidentiality agreement. The list below are examples of the different types of documents and is not a comprehensive list. A full list of Project Documents is included in the attached Table of Contents (Attachment 4).

- Contract Documents, which includes but is not limited to:
 - Design drawings
 - Technical Specifications
 - Division 1 Specifications
 - Permits*
 - Phasing Letter
 - General Conditions
- Supplemental Documents, which includes but is not limited to:
 - Wave Exceedance Curves
 - Monument Report
 - Geotechnical Data

*Note – Permit documents are not included with the RFQ although the Final Environmental Impact Statement is included. The final approved permit will be made available prior to the IFB to the Vendors on the PQL. Anticipated access and seasonal permit constraints are captured in the Phasing Letter.

3. RFQ PROCESS AND ADMINISTRATIVE REQUIREMENTS

3.1 RFQ Coordinator

Kimberly Dallas
 Director of Procurement
 Governor’s Office of Storm Recovery
 25 Beaver Street
 New York, New York 10004
GOSRProcurement@stormrecovery.ny.gov

3.2 Application Period

This RFQ is released on February 21, 2019. Respondents may submit their Applications at any time. However, Respondents are strongly encouraged to submit their Applications as soon as possible. The RFQ will remain open for Application submissions until **March 26, 2019**. Only those Respondents who have received an approved determination of qualification at the time of the bid solicitation (IFB) release will be able to participate in the bid.

It is the sole responsibility of Respondents to periodically review the HTFC/GOSR website for regular updates to the RFQ which may alter the terms or requirements of this RFQ.

3.3 Tentative RFQ Procurement Schedule

Target/ Actual Date	Event
February 21, 2019	Issuance of RFQ
March 1, 2019	Pre-Application Conference (tentative)
March 8, 2019	Question Submission Deadline – 12:00 p.m. (Eastern)
March 13, 2019	Issuance of Answers to Questions (tentative)
March 26, 2019	Application Submission Deadline – 12:00 p.m. (Eastern)

3.4 Procurement Process

The procurement process for awarding the contract for the Living Breakwaters Project has two main steps as described below.

3.4.1 Step 1: RFQ (Request for Qualifications) – Vendors are given an opportunity to submit an Application that includes their qualifications and a technical method statement based on requirements and specifications included in the Project Documents referenced in Section 2.3. Respondents determined to be providing acceptable qualifications and Technical Method Statement will be placed on a Pre-Qualified List (PQL). This is a competitive solicitation. It is noted that HTFC/GOSR retains the right to provide feedback to Respondent’s original application for integration into the Respondent’s final submission in the IFB stage. The revised/ finalized application is to be submitted 5 business days after comments are formally issued by HTFC/GOSR. HTFC/GOSR will review the updated application and will confirm that is acceptable. This confirmation is required prior to final submission of the bids in the IFB phase.

3.4.2 Step 2: IFB (Invitation for Bid) – Vendors on the PQL will be given the opportunity to submit their finalized application (previously submitted and found acceptable, updated to reflect comments from GOSR), and a monetary bid based on a final set of updated Project Documents. The final application will become part of the final contract agreement between the Respondent and HTFC/GOSR, if the Respondent is awarded the contract.

3.5 Qualifications and Technical Method Statement Review Process

Stage 1

Applications will be checked for compliance with the required minimum qualifications in Section 4.1.

Stage 2

The Respondent’s qualifications presented in the Applications will be assessed against the RFQ Selection Criteria. HTFC/GOSR reserves the right to interview the Respondent when reviewing these criteria for clarification purposes.

Stage 3

Reference checks will be done by HTFC/GOSR during the qualifications review to confirm any information submitted by the Respondent. HTFC/GOSR reserves the right to contact references other than those provided by the

Respondent. If any of the references are unsatisfactory to HTFC/GOSR, the Respondent may be excluded or removed from the PQL in HTFC/GOSR's sole discretion.

Stage 4

The Respondent will be notified in writing of their status on the PQL. If a Respondent is denied pre-qualification, HTFC/GOSR will state the reasons upon which the determination is based. A Respondent who has been previously denied may reapply by submitting a new Application, if the RFQ is still open.

3.6 Use of Pre-Qualified List ("PQL")

The guidelines set out in this section regarding the use of the PQL are subject to change from time to time as HTFC/GOSR may deem necessary, without notice to the Vendors on the PQL.

- 3.6.1 The PQL will be in effect until December 31, 2019.
- 3.6.2 The Contract entered into will be between HTFC/GOSR and the Selected Pre-Qualified Vendor who is a Respondent company.
- 3.6.3 Prior to the commencement of work, the Selected Pre-Qualified Vendor shall comply with the insurance requirements, and familiarize itself with the indemnification requirements, as articulated in Attachment 1 to the RFQ. HTFC/GOSR, at its sole discretion, will consider alternative insurance requirements. Alternative insurance requirements may be noted in the RFQ response.
- 3.6.4 During the period that the PQL is in effect, Pre-Qualified Vendors will immediately advise HTFC/GOSR of any material changes to the information contained in their Application. In addition, at the time of submitting their final bid in response to a solicitation from HTFC/GOSR, Vendors shall affirm that there has been no change in the information included in the Application, or shall supply such changed information.
- 3.6.5 HTFC/GOSR has the sole discretion to remove a Pre-Qualified Vendor from the PQL for any reason or no reason.
- 3.6.6 HTFC/GOSR has no obligation to:
 - a) inquire as to the availability of substitute personnel/Contractors when advised by a Pre-Qualified Vendor that the personnel/Contractors named on the PQL is/are not available for the project;

- b) evaluate or accept any substitute personnel/Contractors proposed by a Pre-Qualified Vendor;
- c) enter into a Contract with any one or more Pre-Qualified Vendors;
or
- d) invite any one or more Pre-Qualified Vendors to participate in competitive processes for the Contract.

3.6.7 HTFC/GOSR reserves the right, in its sole discretion, to:

- a) employ open competitions that include Vendors external to the PQL;
- b) otherwise engage Vendors external to the PQL in connection with this project; and
- c) at any time, cancel, expand, or extend the term of the PQL.

3.6.8 HTFC/GOSR may, in its sole discretion, consider subsequent requests for inclusion on the PQL during the term of the PQL. Respondents making such requests will be required to submit their qualification information for review in the same manner as originally outlined in this RFQ.

3.7 Respondents' Questions

All questions and correspondence must be sent to GOSRProcurement@stormrecovery.ny.gov. All questions must reference this specific RFQ in the subject line of the email. For example, the subject line for questions related to this RFQ should read **RE: RFQ Question – Construction Services for Living Breakwaters Project**. Any correspondence or questions sent to any other email address regarding this RFQ will not receive a response.

It is the sole responsibility of the Respondent to check for any addenda and/or additional information on the “Procurement Opportunities” webpage.

<http://stormrecovery.ny.gov/doing-business-with-gosr/rfps>

3.8 Procurement Lobbying Provisions

Pursuant to State Finance Law §§ 139-j and 139-k, this RFQ includes and imposes certain restrictions on communications between HTFC/GOSR and Respondents during the solicitation process. A Respondent is restricted from

making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract (the “Restricted Period”) with HTFC/GOSR staff other than the RFQ Coordinator, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a).

In accordance with § 2879 of the Public Authorities Law, HTFC/GOSR is required to make a Responsibility Determination with respect to each vendor to whom a contract is to be awarded. The Lobbying Law requires that proposed vendors disclose findings of non-responsibility against them by any other governmental agency within the previous four years. Certain findings of non-responsibility can result in a rejection for contract award and, in the event of two (2) findings within a four-year period, the Respondent will be rendered ineligible (debarred) to submit a proposal for, or be awarded, any procurement contract for a period of four (4) years from the date of the second final determination of non-responsibility. Contacts by HTFC/GOSR employees who are required to obtain information in furtherance of the Responsibility Determination are considered “permissible contacts” under the NYS Finance Law § 139 (j)(3)(a)(8). Further information about these requirements can be found on the Office of General Services website at:

http://ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp

For all lobbying law contacts and inquiries, please contact:

Natalie Dennerly

Lobbying Contact Officer

Governor’s Office of Storm Recovery

GOSRProcurement@stormrecovery.ny.gov

Email must indicate subject: **RE: Lobbying Inquiry**

3.9 Conflicts of Interest

Prior to responding to this RFQ, the Vendor must perform a conflict of interest inquiry and disclose to HTFC/GOSR in its Application any and all potential conflicts of interest that exist or may exist for its organization and/or subcontractors or affiliates in relation to the scope of work contained in this document.

In the event of real or apparent of conflicts of interest, HTFC/GOSR reserves the right to impose additional conditions upon Vendors. The selected Vendor will be subject to the provisions on conflicts of interest set forth in section 74 of the

New York State Public Officers Law. Vendor shall immediately inform HTFC/GOSR in writing of actual or potential conflict of interest that arises under a contract. HTFC/GOSR reserves the right to cancel any contract awarded pursuant to this RFP upon 30 days written notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to HTFC/GOSR's satisfaction.

3.10 Submission Format

Submissions to this RFQ must be filed electronically in Portable Document Format (pdf) file. Unless otherwise noted, Respondents must complete and submit all forms, information, and other documentation listed herein (including, without limitation, any Attachments and Appendices to this RFQ) as part of their electronic submissions. Respondent is responsible to ensure that emails and attachments are delivered in a legible format. Only complete and responsive Applications will be evaluated. In all instances, HTFC/ GOSR's determination regarding the completeness/responsiveness of any Applications shall be final.

Applications must be submitted by email to:
GOSRProcurement@stormrecovery.ny.gov

All emails, including attachments, must not exceed 25 MB. The Respondent may submit the document in labeled parts if the submission file size is too large. Respondent is responsible to ensure that emails and attachments are delivered in a legible format that is within the size limit.

Applications that can only be viewed, downloaded, or otherwise accessed via file sharing, file hosting, or other file storage platforms will not be accepted.

Application font size shall not be any less than 12 point, with 1-inch margins, with the exception of tables and charts, but such text must be clearly legible.

There is a 50-page total limit except that résumés (2 pages maximum per resume), curricula vitae, appendices that document relevant work performed, and screen shots of potential project management systems do not count against the page limit. Respondents are encouraged to submit only requested information. **Additional suggested page limits for specific sections are included below and in the checklist in Attachment 3.**

HTFC/GOSR will consider Applications to this RFQ which are submitted in a consistent and easily comparable format, and in the order described in the

checklist in Attachment 3. Submissions not organized in the manner set forth in this RFQ may be considered nonresponsive at the sole discretion of HTFC/GOSR. Respondents should not refer to other parts of their submission to information that may be publicly available elsewhere, or to the Respondent's website or any other website, in lieu of presenting the information in the Application.

The Respondent shall not make any aspect of its submission contingent upon the use of State of New York personnel, property, or equipment.

3.11 Changes to Application Wording

The Respondent shall not change the wording of its Application after the submission and no words or comments will be added to the Application unless requested by HTFC/GOSR for purposes of clarification.

3.12 Respondent's Errors and Omissions

HTFC/GOSR reserves the right to reject a submission that contains an error or omission. HTFC/GOSR also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Respondent, without opening up clarifications for all Respondents. Respondents will be provided a reasonable period of time in which to submit written responses to HTFC/GOSR's requests for clarification or additional information. Respondents shall respond by the deadline stated in the correspondence.

3.13 Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing an Application and for subsequent negotiations with HTFC/GOSR, if any. HTFC/GOSR will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the Application, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3.14 Acceptance of Applications

This RFQ is not an agreement to purchase services. HTFC/GOSR is not bound to enter into a Contract with any Pre-Qualified Vendor. Applications will be assessed in light of the qualification review criteria. HTFC/GOSR will be under no obligation to receive further information, whether written or oral, from any Respondent.

3.15 Notice of Pre-Qualification

Notice in writing to a Respondent that it has been identified as a Pre-Qualified Vendor will neither constitute a Contract nor give the Respondent any legal or equitable rights or privileges relative to the service requirements set out in this RFQ. Only if a Pre-Qualified Vendor and HTFC/GOSR enter into a subsequent full written Contract will a Respondent acquire any legal or equitable rights or privileges.

3.16 PQL Not Binding

A Pre-Qualified Vendor may withdraw its name from the PQL by notifying HTFC/GOSR in writing. HTFC/GOSR may withdraw a name of a Pre-Qualified Vendor from the PQL by notifying that Pre-Qualified Vendor in writing.

3.17 Modification of Terms

HTFC/GOSR reserves the right to modify the terms of this RFQ at any time in its sole discretion. This includes the right to cancel this RFQ or the PQL at any time without entering into a Contract.

3.18 Ownership of Applications

All documents, including Applications submitted to HTFC/GOSR, become the property of HTFC/GOSR. They will be received and held in confidence by HTFC/GOSR, subject to the provisions of the *Freedom of Information Law*.

3.19 Proprietary Information

Only information considered trade secrets or non-published financial data may be classified as proprietary or confidential. Such information within the Application must be clearly marked. Applications containing substantial contents marked as confidential or proprietary may be rejected by HTFC/GOSR. Provision of any information marked as confidential or proprietary shall not prevent HTFC/GOSR from disclosing such information if required by law.

3.20 Confidentiality of Information

Information pertaining to HTFC/GOSR obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from HTFC/GOSR.

3.21 Collection and Use of Personal Information

Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFQ requires Respondents to provide HTFC/GOSR with personal information of employees who have been included as resources in Application to this RFQ, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to HTFC/ GOSR. Such written consents are to specify that the personal information may be forwarded to HTFC/GOSR for the purposes of responding to this RFQ and use by HTFC/GOSR for the purposes set out in the RFQ. HTFC/GOSR may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to HTFC/ GOSR.

4. SERVICES

The scope of services to be provided by Qualified Vendors will be construction services for the Living Breakwaters Project. The Selected Qualified Vendor must be prepared to commence these services upon issuance of an Order to Commence Work (OTCW) and at the direction of HTFC/GOSR. Respondents must be able to perform and demonstrate experience for the full scope of services identified in the RFQ as a Marine Contractor, with proper licensing, bonding and insurance.

4.1 General Minimum Criteria to be Met by Respondent

The following subsections are required minimum qualifications.

- 4.1.1 Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the State of New York at the time of the submission of their Application to this RFQ. Such Respondents shall attach a certificate of good standing from the New York Secretary of State to their Proposals.
- 4.1.2 Respondent must indicate a commitment to a good faith effort to achieving HTFC/GOSR's goal of **30%** of any awarded job to a New York State certified **Minority- and Women-owned Business Enterprise (MWBE)** for each project awarded (**15% to New York State-certified MBE and 15% to New York State-certified WBE**). Refer to Section 5.9.1.

Please note that if a Respondent is a New York State certified MWBE, it must choose whether to participate as an MBE or a WBE, as one Respondent cannot claim status as both an MBE and a WBE.

Whether the Respondent is a New York State certified MWBE, MBE, WBE or none of the aforementioned, the Respondent may achieve the goal of 30% through joint ventures, subcontracting relationships or other partnerships.

- 4.1.3 Respondent must indicate a commitment to a good faith effort to achieving **HTFC/GOSR's goal of 6% of any awarded job to service-disabled veteran-owned businesses (SDVOBs)**. Refer to Section 5.9.3.
- 4.1.4 Respondent must indicate a commitment to a good faith effort to achieving **HTFC/GOSR's Section 3 goals**. Refer to Section 5.9.4.
- 4.1.5 Respondent has or will have, prior to work, all necessary licenses, certifications, approvals, and other needed credentials to perform work in New York State pursuant to this RFQ
- 4.1.6 Neither Respondent nor any person or entity associated or partnering with Respondent has been the subject of any adverse findings that may prevent HTFC/GOSR from selecting Respondent. Such adverse findings may include, but are not limited to, the following:
 - a) Negative findings from the New York State Inspector General, a Federal Inspector General, or from the U.S. Government Accountability Office, or from an Inspector General in another State
 - b) Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in New York or another State
 - c) Pending litigation with New York State, any other State, or a municipality located in New York or another State
 - d) Arson conviction or pending case
 - e) Harassment conviction or pending case
 - f) Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings
 - g) In rem foreclosure
 - h) Sale of tax lien or substantial tax arrears
 - i) Fair Housing violations or current litigation
 - j) Defaults under any Federal, State or locally-sponsored program
 - k) A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent
 - l) Past or pending voluntary or involuntary bankruptcy proceeding

- m) Conviction for fraud, bribery, or grand larceny
- n) Listing on the Federal or State excluded parties lists

- 4.1.7 Respondent is otherwise qualified and eligible to be on a PQL under applicable laws and regulations.
- 4.1.8 Respondent has adequate financial resources to perform the contract, or the ability to obtain them. Financial records for the past two (2) years must be included in the Application.
- 4.1.9 Respondent can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- 4.1.10 Respondent has a satisfactory performance record.
- 4.1.11 Respondent has a satisfactory record of integrity and business ethics.
- 4.1.12 Respondent has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- 4.1.13 Respondent has thoroughly reviewed the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), all pertinent Federal Register notices, and the New York State Action Plan and all amendments thereto.

5. SELECTION CRITERIA AND REQUIREMENTS

Applications will be checked against the minimum qualifications referenced in Sections 4.1. Applications meeting the minimum qualifications will be further assessed against the following selection criteria below. The names of successful Respondents will be added to the PQL.

Selection Criteria	Points Available
Project Experience and Capacity	15
Subcontractor Plan	10
Key Personnel	15
Key Equipment	10
Key Vendors	10
Technical Method Statement	35
Commitment to Compliance	5
TOTAL POINTS AVAILABLE	100

Applications are to be submitted in the following format and sequence to ensure that they receive full consideration during evaluations and that the evaluations themselves may be handled in an efficient and consistent manner. All pages should be consecutively numbered.

5.1 Cover Letter and Table of Contents (2 Pages)

Provide a cover letter that includes a certification that the information submitted in and with the submission is true and accurate, and that the person signing the cover letter is authorized to submit the application on behalf of the Respondent.

Provide a table of contents that clearly identifies the location of all material within the submission by section and page number.

Specify the primary contact person for the Respondent (name, title, location, telephone number, and email address).

5.2 Executive Summary (2 Pages)

Provide an executive summary including a description of the Respondent's legal status (e.g., individual practitioner, partnership, Limited Liability Company, corporation, non-profit organization, charitable institution, etc.), background, mission, an explanation of the types of services the Respondent provides that relate to this RFQ, and an organizational chart.

Respondent shall indicate whether the firm is a New York State Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law:

A "New York state business enterprise" means a business enterprise, including a sole proprietorship, partnership, or corporation, which offers for sale or lease or other form of exchange, goods which are sought by the corporation and which are substantially manufactured, produced or assembled in New York state, or services which are sought by the corporation and which are substantially performed within New York state

Briefly describe any significant changes to the management and/or structure of the Respondent that are related to the work contained in this RFQ, including any mergers that occurred in the last five (5) years.

Submit a completed Respondent Overview form (page 1 of the Appendices for Request for Qualifications) which includes the name, address, telephone, fax, and email of the Principal for the Respondent and any proposed sub-consultant firm(s). Respondents are encouraged to provide specific opportunities and partnerships with minority-and/or women-owned business enterprises.

Please also note that all subcontractors of the selected firms, prior to and after the issuance of a contract, will be subject to prior written approval by HTFC/GOSR.

5.3 Project Experience and Capacity (10 Pages)

Respondent shall provide the following to demonstrate their experience and capacity to perform the work:

- 5.3.1 Marine Construction Experience: Provide (3) three project references for performing similar marine construction with rock structures within the last (10) years.
- 5.3.2 Geosynthetic Layer Separation: Provide references of at least (3) three successful projects installing geotextiles under water. Refer to Specification Section 313219-1.03.A.
- 5.3.3 Marine Mattress: Provide a list of (3) three comparable projects, in terms of size and applications, in the United States, where satisfactory performance of the marine mattresses can be verified after a minimum of 3 years of service life. Refer to Specification Section 313619-1.05.A.
- 5.3.4 Shoreline Restoration: Provide proof of having previously completed at least three (3) successful beach nourishment/ shoreline restoration projects within past 5 years, similar to this project in size and scope. Refer to Specification Section 352025-1.03.A.
- 5.3.5 Precast Ecological Concrete Units: Provide experience with (3) three projects involving a similar number of concrete armor units, or more, in the last 10 years.. The precast concrete producer shall have been in the business of producing precast concrete units similar in size, quantity, and type to those specified for a minimum of 5 years. Refer to Specification Section 353216.1-1.06.B & C.
- 5.3.6 Ecological Armor Unit General Treatments: Provide experience with (3) three projects involving concrete armor units with treatments. Refer to Specification Section 353216.2-1.05.B.

For each referenced project, include the following information (at a minimum):

- Project name and location
- Date (month and year) of construction completion
- Total Construction Value
- Name of Client
- Contact information of Owner or Contractor. Contact information shall include the address, telephone number and email address.
- Description of Project
- For Ecological Units:
 - Type (trade name) of precast modular block system built
 - Sizes of precast concrete units constructed

5.3.7 References

HTFC/GOSR may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFQ, and the responsiveness of the Respondent to the client during the engagement. Information provided by references will be used by HTFC/GOSR for submission evaluation purposes. References should be available and aware of their inclusion in the Respondent's submission and pending contact. HTFC/GOSR reserves the right to attempt, or not to attempt, to re-contact or notify Respondent of its inability to connect with references in an initial effort. HTFC/GOSR is not responsible for the lack of responsiveness of the references listed by Respondents, and the State is not required to alert Respondents of a reference's unresponsiveness during the submission evaluation period. Inability to contact references will not be looked upon favorably. In addition, HTFC/GOSR reserves the right to contact other sources not necessarily identified in the submission to obtain information about Respondents.

5.3.8 Communication

HTFC/GOSR reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references, depending on what the State deems to be the most effective and efficient manner.

5.4 Subcontractor Plan (2 Pages)

If a Respondent will be subcontracting or partnering any portion of the work, please provide a subcontracting plan that includes the following:

- Role and experience of the Subcontractor in providing the requested services under the RFQ;
- Summary of qualifications and experience of the relevant subcontractor;
- Explanation of past engagements with proposed subcontractor/partner, if applicable;
- The estimated percentage of work to be assigned to subcontractors;
- The allocation of work amongst the subcontractors; and
- Methods of handling quality assurance and monitoring the work of subcontractors.

HTFC/GOSR maintains the right to approve/disapprove of any subcontractor proposed by the Respondent.

5.5 Key Personnel (10 Pages)

The resumes and experience of Key Personnel assigned to this HTFC/GOSR project shall be submitted for evaluation, and shall include the education, work experience, licensure and certification, and other relevant information regarding each staff member.

5.5.1 Experience and Roles

This section shall list, describe, and discuss the need for specific roles and experience to perform required tasks. The Respondent's labour categories may or may not include all of the eleven (11) titles identified in the chart below. If not all eleven titles are submitted, the Respondent may submit equivalent positions that fulfil the roles described below. If the Respondent chooses to include labour categories not listed below, it must provide at a minimum, a description of the additional labour category, inclusive of the minimum education and experience qualifications, relevance to the scope, and why the additional labour categories are necessary.

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)	No. of persons
1	General Manager	20	15	1
2	Lead Construction Engineer	15	10	1
3	Site Superintendent	20	10	1
4	Assistant Superintendent	15	10	1
5	Quality Control Manager	10	5	1
6	Dive Team Leader/Foreman	20	10	1
7	Stone Placement Equipment Operator	15	10	2
8	Armor Unit and Ecological Unit Placement Equipment Operator	15	10	2
9	Stone Materials Control Field Supervisor	15	10	1
10	Topographic Survey Chief	5	5	1
11	Hydrographic Survey Chief	5	5	1

5.5.1.1 General Manager

The General Manager will be responsible for reporting to the Owner. They will participate in contract negotiations and engage the Owner when significant scope or change of work order is needed. The General Manager must have at least ten (10) years of experience in relevant services to public entities (which include federal, state, or local agencies or public authorities within the United States) including, but not limited to, those services outlined in the RFQ.

5.5.1.2 Lead Construction Engineer

The Lead Construction Engineer is on the Contractor's team and will be responsible for all engineering required for the Contractor to perform construction of the works, including temporary works, concrete mix design, setting out of the works, and armor unit production. Lead Construction Engineer shall have a Professional Engineer license for the State of New York.

5.5.1.3 Site Superintendent

The Site Superintendent will be responsible for day-to-day activities on the site, coordinating all tasks and staff to implement the project in accordance with the construction schedule and budget. The Superintendent will also be responsible for attending key meetings, site safety, tracking and reporting progress, and ensuring the quality requirements are met. The Site

Superintendent must have a minimum of 10 years of recent experience in heavy construction in a marine environment with work similar to the work described in the Contract Documents.

5.5.1.4 Assistant Site Superintendent

The Assistant Site Superintendent will be responsible for supporting the Site Superintendent as needed. The Assistant Site Superintendent will have sufficient knowledge of all construction activities to act in the absence of the Site Superintendent.

5.5.1.5 Quality Control Manager

The Quality Control Manager will be part of the Contractor's staff and be responsible for preparing and executing the quality control plan for the construction of the project. The QCM will also be responsible for quality monitoring, reporting and auditing. 100% of the QCM's time shall be dedicated to this role. The QCM cannot have dual roles.

5.5.1.6 Dive Team Leader

The Dive Team leader will be responsible for all coordination with the Contractor regarding diving missions, communications and directing the entire dive team. The Dive Team Leader will be responsible for diver safety regarding all diving tasks.

5.5.1.7 Stone Placement Equipment Operator

The Stone Unit Placement Equipment Operator shall be experienced with installation of core material, underlayer and armor stone using floating marine plant. Knowledge and experience in operating a crane or backhoe to lift stone from barges and placing it within the structure, while meeting interlock and coverage requirements, is required. The crane/equipment operator placing the stone, mattress, ecological armor and tide pool units shall have a minimum of 10 years of current experience in stone, mattress, and concrete unit placement in a marine environment.

5.5.1.8 Armor Unit and Precast Ecological Unit Placement Equipment Operator

The Armor Unit and Ecological Unit Placement Equipment Operator shall be experienced with installation of concrete armor units using floating marine plant. Knowledge and experience in operating a crane or backhoe to lift armor units from barges and placing them within the structure while meeting interlock and coverage requirements is required.

5.5.1.9 Stone Materials Control Field Supervisor (SMCFS)

The SMCFS shall be stationed at the quarry and is responsible for coordinating all quality control operations related to stone production. The SMCFS shall be a geologist or geologist engineer (minimum bachelor's degree) with not less than two years of experience in stone inspection and assessment. This person shall not be an employee of the quarries that are providing stone for the project. The SMCFS shall be 100% dedicated to this role and shall not have other duties or obligations. The SMCFS shall train and direct other inspectors in the quarry as required. Refer to Specification Section 353123.13-1.03.E.

5.5.1.10 Topographic Survey Chief (TSC)

The TSC shall be a Registered Professional Land Surveyor in the state of New York. The TSC shall have, at a minimum, a bachelor's degree with not less than five years of experience with Differential Global Positioning System (DGPS) survey, shall have specialized experience and technical competence in the type of work required. The TSC shall be responsible for certifying all survey work and shall coordinate with the Hydrographic Survey Chief. Include data on applicable experience (names and locations of projects), training (names and locations of courses) and education (names and locations of schools, with names addresses and phone numbers of references for verification of each item of data). Refer to Specification Section 022113-1.04.A

5.5.1.11 Hydrographic Survey Chief (HSC)

The HSC shall hold an IHO (International Hydrographic Organization) certificate Category A or is certified by ACSM (American Congress on Surveying & Mapping) or equivalent. The HSC shall have at minimum a bachelor's degree with not less than five years of experience with multibeam survey. The HSC shall be responsible for certifying all hydrographic survey work, preparing error budget analyses and confidence checks for positioning and depths, preparing progress and survey reports, and shall oversee the hydrographic work of all operators, engineers, technologists and technicians. Include data on applicable experience (names and locations of projects), training (names and locations of courses) and education (names and locations of schools, with names addresses and phone numbers of references for verification of each item of data). Refer to Specification Section 022113-1.04.B.

5.5.2 Staffing Plan

A staffing plan to demonstrate how the Respondent intends to staff the project is to be submitted and should include the following, at a minimum:

5.5.2.1 Key Personnel: List of key personnel proposed for key positions. Include curriculum vitae that demonstrate experience for the designated position, and educational qualifications. This section would include the roles and positions from the table above and any additional labour categories.

5.5.2.2 Organization Chart:

5.5.2.2.1 Chart of overall management structure proposed by contractor, designating individuals for each position.

5.5.2.2.2 Chart of contractor proposed on-site organization.

5.5.2.3 Labour Schedule: Estimated monthly labour schedule by employee classification.

5.5.2.4 Accommodation: Accommodation requirements by month

5.5.2.5 Shifts: Planned shift arrangements to take account of local laws, contract conditions and fatigue management

5.5.2.6 Hours of Work: Planned hours of work

5.5.2.7 Recreation Leave

5.5.2.8 Planned rest and recreation schedule

5.5.2.9 Supervision during absence of key staff

5.5.2.10 Health and Safety Plan: Detailed plan specifically tailored to the unique aspects of the Project

5.5.2.11 Labour Sourcing

5.5.2.12 Commitment to comply with NYS DOL Employment Requirements and Contract requirements regarding labour sourcing

5.5.2.13 Source of labour for experienced key positions such as equipment operators, leading hands and foremen

5.6 Key Equipment (2 Page)

Respondent shall identify equipment which will be required for construction of the project and provide a utilization program for such equipment. Equipment for each key subcontractor shall be included.

These include but are not limited to:

1. Tugs – Note model and draft
2. Barges – Note dimensions, capacity, purpose and loaded draft
3. Cranes – Note crane make and model, special rock tools, reach, and lifting capacity
4. Excavators – Note make and model, special rock tools, reach and lifting capacity
5. Rates – include anticipated rates for placement of, but not limited to, the following materials:
 - a. Core Stone (tons/hr)
 - b. Underlayer stone (tons/hr)
 - c. Armor layer stone (tons/hr)
 - d. Concrete armor units (tons/hr)
 - e. Sand (tons/hr)
6. Quarry equipment, special rock tools.

5.7 Key Vendors (1 Page)

Respondent will identify key vendors and their experience for the following materials noted below. If Respondent intends on providing materials from vendors not listed in the specifications, these must be identified within the RFQ Application. No other substitutions will be allowed in other phases of the Project.

5.7.1 Precast Ecological Concrete Units and Treatments detailed in Specification Sections 353216.1 and 353216.2.

5.7.2 Stone detailed in Rubble Mound Breakwaters Specification Section 353123.13. Provide documentation of projects for which similar stone has been provided by the identified quarry.

5.7.2.1 Quarry Tests: Provide documentation on evaluation tests

performed within the last 12 months on stone material that is representative of the stone material proposed to be produced for the project. Refer to Specification Section 353123.13-2.01.B.1.

- 5.7.2.2 Quarry Experience: Provide at least (3) three completed coastal projects constructed of similar stone sizes and quantities to be furnished for this project. Refer to Specification Section 353123.13-1.03.C.

5.8 Technical Method Statement (20 Pages)

Respondent is to provide a Technical Method Statement that includes, but is not limited to the following items:

5.8.1 Summary

Provide a written explanation of how Breakwaters Construction and Shoreline Restoration will be performed within the timeframe and constraints provided. Describe the material supply location, the casting yard site, offices areas and equipment configuration. Define the approach to building the works and include sequencing of major activities.

- 5.8.1.1 Impact of meteorological conditions

- 5.8.1.2 Impact of oceanographic conditions

- 5.8.1.2.1 Maximum wave height threshold for constructing the breakwaters

- 5.8.1.2.2 Maximum wind speed for constructing the breakwaters

- 5.8.1.2.3 Minimum water depth for constructing the breakwaters

- 5.8.1.3 Base productivity rates (manhours or equipment hours per element)

- 5.8.1.4 Applied resources (plant/ equipment and labour)

- 5.8.1.5 Working and effective hours, noting where they differ from Project hours

5.8.2 Schedule

Provide an overall schedule with the following elements:

- 5.8.2.1 Critical path

- 5.8.2.2 Milestones
- 5.8.2.3 Float
- 5.8.2.4 Preparation, review and approval of breakwater and shoreline submittals
- 5.8.2.5 Temporary works
- 5.8.2.6 Permanent works
- 5.8.2.7 Proposed resources
- 5.8.3 Material Logistics
 - Proposed method for importation of materials, equipment, including frequencies, agents, customs clearance and transport to site.
- 5.8.4 Mobilization
 - Provide a mobilization plan that captures the following:
 - 5.8.4.1 Number of planned mobilization operations
 - 5.8.4.2 Sourcing, Transport, and Landing of equipment
 - 5.8.4.3 Anticipated locations for Field Offices/ Trailers
 - 5.8.4.4 Working areas
 - 5.8.4.5 Services (power, water, sanitary, communications)
- 5.8.5 Prefabrication Yard and General Infrastructure
 - Provide a description of how prefabrication will be performed, including the following:
 - 5.8.5.1 Location of Prefabrication Yard
 - 5.8.5.2 Design considerations of temporary works elements
 - 5.8.5.3 Layout of casting yard
 - 5.8.5.4 Equipment in casting yard
 - 5.8.5.5 Temporary structures in prefabrication and launching area
 - 5.8.5.6 Services to Prefabrication Yard
 - 5.8.5.7 Concrete manufacture including hauling and placement methods
 - 5.8.5.8 Productivity- manufacture of prefabricated elements (steel & concrete)
 - 5.8.5.9 Storage of prefabricated elements

- 5.8.6 Production of Quarry Materials
 - 5.8.6.1 Permits and licenses
 - 5.8.6.2 Material Testing
 - 5.8.6.3 Logistics for importation of blasting materials
 - 5.8.6.4 Blasting patterns including
 - 5.8.6.5 Frequency of blasting
 - 5.8.6.6 Safety matters specific to blasting, including security and safeguarding of blasting materials
 - 5.8.6.7 Recovery methods for all rock components
 - 5.8.6.8 Waste allowance and treatment
 - 5.8.6.9 Feedstock to crushing plant
 - 5.8.6.10 Handling of large size armor stone
 - 5.8.6.11 Secondary blasting
 - 5.8.6.12 Quality control for armor selection
 - 5.8.6.13 Environmental management
- 5.8.7 Movement of Quarried Materials
 - 5.8.7.1 Weighing of third party quarried materials, e.g. core material and armor stone
 - 5.8.7.2 Stockpiling of materials in quarry
 - 5.8.7.3 Loading armor stone
 - 5.8.7.4 Loading other quarried materials
 - 5.8.7.5 Haulage of armor stone
 - 5.8.7.6 Haulage of breakwater core materials
 - 5.8.7.7 Haulage of other quarried materials
 - 5.8.7.8 Maintenance of haul roads
 - 5.8.7.9 If applicable, stockpiling of quarried materials at port site
- 5.8.8 Breakwater Construction
 - 5.8.8.1 Core placement including productivity
 - 5.8.8.2 Interim armor placement including productivity
 - 5.8.8.3 Final armor placement including productivity

- 5.8.8.4 Horizontal relationship between core and interim armor
- 5.8.8.5 Contingency plan to cater for adverse meteorological and/or oceanographic conditions (warnings, equipment and personnel safety)
- 5.8.8.6 Plan for repairs to breakwater arising from damage related to adverse conditions
- 5.8.8.7 Survey control
- 5.8.8.8 Plan for test sections and in-situ progress inspections
- 5.8.8.9 Pre-construction, Post-construction, Verification Surveys
- 5.8.9 Shoreline Restoration
 - 5.8.9.1 Staging and Access
 - 5.8.9.2 Sand sources, including location and volume
 - 5.8.9.3 Sand transportation from source to site
 - 5.8.9.4 Sand placement method from initial placement to final dressing
 - 5.8.9.5 Surveys, including frequency and equipment
 - 5.8.9.6 Erosion impacts during placement and how they will be addressed
 - 5.8.9.7 Environmental Management Plan/ Erosion Control Plan (at storage site)

5.9 Commitment to Complying with all Applicable Federal, State, and Local Regulations (1 Page)

All Respondents must comply with the below legal and regulatory requirements. In addition, all Respondents must complete and submit all applicable forms in the Appendices. For the purpose of this RFQ, Respondents shall submit with their Application the following forms:

- Form HUD-60002 Section 3 Summary Report
- Form PROC-1 Equal Employment Opportunity Staffing Plan
- Form PROC-2 M/WBE Utilization Plan
- Form PROC-4 M/WBE and EEO Policy Statement
- Form PROC-8 EEOC Statement

- Attachment - Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Respondents who demonstrate a firm commitment to complying with all applicable Federal, state, and local regulations, including M/WBE, SDVOB, and Section 3 income requirements, will receive the most points.

5.9.1 New York State Law

Pursuant to New York State Executive Law Article 15-A, Article 17-B, and 5 NYCRR 140-145, HTFC/GOSR recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises, service-disabled veteran-owned business (SDVOB) enterprises, and the employment of minority group members, women, and service-disabled veterans in the performance of HTFC/GOSR contracts. HTFC/GOSR encourages firms that are M/WBE certified and SDVOBs in New York State, or any other city or state, or the federal government, to respond to this RFQ.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that HTFC/GOSR establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority group members and women in the performance of New York State contracts.

5.9.2 Business Participation Opportunities for MWBEs

HTFC/GOSR is committed to achieving significant MWBE participation in its contracts and will use good faith efforts to ensure that qualified MWBE firms are included in the selection of firm(s) to provide the above described services. For purposes of this solicitation, HTFC/GOSR hereby establishes an overall goal of 30% for MWBE participation - 15% for New York State certified minority-owned business enterprises (“MBE”) participation and 15% for New York State certified women-owned business enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A Respondent who is selected for the subject Contract must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Respondent agrees that HTFC/GOSR may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how HTFC/GOSR will determine a Respondent’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Respondent acknowledges that if it is found to have wilfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and HTFC/GOSR may withhold payment from the Respondent as liquidated damages.

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or making other joint venture arrangements, with certified M/WBE firms to achieve the prescribed goals and to give M/WBE firms the opportunity to participate in the above-described services performed under the contract(s) awarded to the successful Respondent(s).

Include the following in the Respondent’s submission:

- a) If the Respondent is a New York State-certified M/WBE firm, provide documentation evidencing registration. For M/WBE firms that are not certified but have applied for certification, provide evidence of filing, including the filing date.
- b) A description of the instances, if any, in which the Respondent has worked with M/WBE firms on previous transactions by engaging in joint ventures or other partnering or subcontracting arrangements. Submissions should include the nature of the engagement, how such arrangement was structured, and a description of how the services and fees were allocated.

- c) A statement of the Respondent's willingness, if any, to engage in M/WBE partnering or mentoring arrangements with an M/WBE firm selected by the Respondent. Such statement should include an explanation of how the Respondent would suggest structuring such an arrangement and allocating services and fees between the firms participating in the arrangement.
- d) Provide a plan for ensuring the participation of minority group members and women in accordance with the Participation by Minority Group Members and Women Requirements and Procedures for Contracts with HTFC/GOSR, attached hereto as Appendix III.

5.9.3 Business Participation Opportunities for service-disabled veteran-owned businesses (SDVOBs)

HTFC/GOSR is committed to achieving significant SDVOB participation in its contracts and will use good faith efforts to ensure that qualified SDVOB firms are included in the selection process. This is in addition to the MWBE utilization requirements. In accordance with New York State Executive Law Article 17-B, governing NYS contracting requirements, HTFC/GOSR hereby establishes a utilization goal of 6% for SDVOB participation. Bidders/proposers for this RFQ and any subsequent contracts will be strongly encouraged and expected, to the maximum extent practical and consistent with the legal requirements of the State Finance Law and the Executive Law, to use responsible and responsive SDVOBs in the fulfillment of the requirements of the contract that are of equal quality and functionality to those that may be obtained from non-SDVOBs. A Respondent who is selected for the subject Contract must document its good faith efforts to provide meaningful participation by SDVOBs in the performance of the contract and the Respondent agrees that HTFC/GOSR may withhold payment pending receipt of the required SDVOB documentation.

5.9.4 Section 3 of the Housing & Urban Development Act of 1968

In addition to the above diversity requirements, and pursuant to Section 3 of the Housing & Urban Development Act of 1968, HTFC/GOSR is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for

housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

A “Section 3 resident” is: 1) a public housing resident; or 2) a low- or very low- income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended. A “Section 3 business concern” is a business that can provide evidence that they meet one of the follow criteria: 1) 51 % or more owned by Section 3 residents; or 2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

Further requirements for Section 3 contracts are detailed in Section 30 of Appendix I, “HUD General Provisions.”

5.10 Vendor Responsibility

Complete and include in the Application a Vendor Responsibility Questionnaire for the Respondent and its proposed subcontractors, which can be found at http://www.osc.state.ny.us/vendrep/forms_vendor.htm. Select the questionnaire that best matches the business type (either For-Profit or Not-For-Profit) and business activity (Construction or Other). Do not send the completed form to the Office of the State Comptroller (OSC).

Note that being included on the PQL does not represent a finding of responsibility for a particular procurement. HTFC/GOSR will consider responsibility factors for admission to the PQL and will make a responsibility determination prior to contract award. A Pre-Qualified Vendor determined to be non-responsible shall be removed from the PQL.

5.11 Affirmation of Understanding

Complete and sign the Affirmation of Understanding and Agreement Pursuant to State Finance Law § 139-j (3) and § 139-j (6) (b), attached hereto as Appendix A (a form in Appendices).

5.12 Offeror Disclosure of Prior Non-Responsibility Determinations

Complete and sign the Offeror Disclosure of Prior Non-Responsibility Determinations, attached hereto as Appendix B (a form in Appendices).

5.13 Non-Collusive Bidding Certification

Complete and sign the Non-Collusive Bidding Certification (a form in Appendices).

5.14 Requirements of Legal Entities

Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the State of New York at the time of the submission of their Applications to this RFQ. **Such Respondents shall attach a certificate of good standing from the New York Secretary of State to their submissions.**

5.15 General Federal Grant Requirements

Because the Contract is being funded with federal funds, the Contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget's ("OMB") applicable circulars. **Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the Respondent shall adhere to any applicable federal requirements.** Any funds disallowed by any federal government entity shall be disallowed from the fee or compensation to Vendor.

5.16 HUD General Provisions

Because the Contract is being funded with HUD funds, the Contract shall be governed by certain general HUD terms and conditions, attached hereto as Appendix I of the RFP. **Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the Respondent shall adhere to the terms and conditions set forth at Appendix I, and any subsequent changes made by HUD.**

An updated Appendices with updated contract provisions for 2 CFR Part 200 are on the HTFC/GOSR website as part of this RFQ. Attachment 2 which contains the updated contract provisions are included in this RFQ for your convenience.

5.17 Standard Clauses for Contracts with HTFC/GOSR

Because the Contract will be between the Respondent and HTFC/GOSR, the contract shall be governed by certain standard HTFC/GOSR terms and conditions, attached hereto as Appendix II of the RFP Appendices. **Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the Respondent shall adhere to the**

terms and conditions set forth at Appendix II, and any subsequent changes deemed appropriate by HTFC/GOSR.

5.18 Iran Divestment Act

Every bid or proposal made to HTFC/GOSR pursuant to a competitive solicitation must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

"By submission of this bid or proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."

The list in question is maintained by the Office of General Services. An Application that fails to certify compliance with this requirement may not be accepted as responsive.

6. ATTACHMENTS AND APPENDICES

Attachment 1 – Insurance Requirements

Attachment 2 – Contract Provisions for 2 CFR Part 200

Attachment 3 - Request for Qualifications (RFQ) Checklist

Attachment 4 – Table of Contents of Project Documents

Attachment 5 – Checklist for Technical Method Statement

Attachment – “Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance”

Appendix A (Form) – Affirmation of Understanding and Agreement Pursuant to State Finance Law §139-j (3) and § 139-j (6) (b)

Appendix B (Form) – Offeror Disclosure of Prior Non-Responsibility Determinations

Appendix I of the RFP Appendices – HUD General Provisions

Appendix II of the RFP Appendices – Standard Clauses for Contracts with the Housing Trust Fund Corporation

Appendix III of the RFP Appendices – Diversity Forms

Appendix IV of the RFP Appendices – Construction Requirements and Procedures for Contracts with Housing Trust Fund Corporation

Appendix A – Standard Clauses for NYS Contracts

ATTACHMENT 1 - INSURANCE REQUIREMENTS

*Note – beyond the insurance detailed below, additional Maritime/ Marine Insurance may be required. This will be confirmed prior to the IFB (Invitation for Bids).

Vendor shall procure and maintain, at its sole cost and expense, in full force and effect without interruption during all periods of services covered by this Agreement, the Services or Scope of Services, or any Work Order(s), insurance of the type, and with the limits and deductibles, listed below. Any proposed alternate insurance requirements may be submitted with the Application and/or may be negotiated during the contracting phase should an entity be selected. It shall be in HTFC/GOSR's sole discretion to accept or reject alternative insurance requirements.

- i. Commercial General Liability Insurance. In an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, bodily injury (including death) and property damage combined; One Million Dollars (\$1,000,000.00) per occurrence for personal and advertising injury; Two Million Dollars (\$2,000,000.00) products/completed operations aggregate; and Two Million Dollars (\$2,000,000.00) per location aggregate. Such insurance shall be written on an "occurrence" basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name HTFC/GOSR, the State of New York, and all "benefitted parties" as "Additional Insureds".
- ii. Comprehensive Automobile Liability. In an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to Vendors' activity or performance under the Agreement, the Services or Scope of Services, or any Work Order(s).
- iii. Workers' Compensation Insurance and Disability Benefits Insurance. Covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York.
- iv. Standard "All Risk" Property Insurance covering all equipment and material (owned, borrowed or leased by Vendor or its employees) utilized and/or related to Vendor's activity or performance under the Agreement, the Services or Scope of Services, or any Work Order(s), to the full replacement value, and which shall allow for a waiver of subrogation in favor of HTFC/GOSR. Vendor hereby agrees to waive its right of subrogation against HTFC/GOSR. Failure of the Vendor to secure and maintain adequate coverage shall not obligate HTFC/GOSR, its agents of employees, for any losses.

- v. Excess Liability Insurance. In an amount not less than Eight Million Dollars (\$8,000,000.00) per occurrence and Eight Million Dollars (\$8,000,000.00) per location aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess over all limits and coverages noted in paragraphs (i) and (ii) above. This policy shall be written on an “occurrence” basis and shall be endorsed to name HTFC/GOSR and the State of New York as “Additional Insureds”.
- vi. In addition-If vendor will be hauling hazardous material, Vendors’ Pollution Liability (CPL) Coverage. In an amount not less than Five Million Dollars (\$5,000,000.00) covering pollution related claims and also including Non-owned disposal site(s) liability, Transportation pollution liability coverage endorsement, Additional Insured Endorsement, and Additional Insured Endorsement-Products-Completed Operations Hazard. Such insurance shall be written on an “occurrence” basis and shall apply on a primary, non-contributory basis.
- vii. If Vendor is providing Professional Services as a Pollution Mitigation and/or Abatement Contractor, Professional Liability Including Pollution Legal Liability Insurance. In an amount not less than Two Million Dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Vendor and/or those acting under the Vendor’s direction or control and/or those for whose acts the Vendor may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by the Vendor. HTFC/GOSR, the State of New York, and all “benefitted parties” shall be named as “Additional Insureds” on the Pollution Legal Liability coverage.

All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best’s Property Casualty Key Rating guide. All policies will provide primary coverage for obligations assumed by Vendor under this Agreement, the Services or Scope of Services, or any Work Order(s), and shall be endorsed to provide that HTFC/GOSR shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such insurance.

The Vendor shall provide Certificates of Insurance to HTFC/GOSR prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including HTFC/GOSR, the State of New York, and all “benefitted parties” as “Additional Insureds”, shall be deemed a breach of contract.

An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers' Compensation Insurance and Disability Benefits Insurance. For evidence of Workers' Compensation Insurance, the Vendor must supply one of the following forms: Form C-105.2 (Certificate of Workers' Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI-12 (Certificate of Workers' Compensation Self-insurance), Form GSI-105.2 (Certificate of Participation in Workers' Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the Vendor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage).

Subcontractors under this Agreement shall only be subject to (i)-(iv) of this Section, except that (vi)-(vii) shall apply where applicable. However, Vendor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Vendor given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.

Indemnification Provisions:

Vendor will also be required to agree to the following indemnification provisions:

Vendor shall, and hereby agrees, to hold harmless, defend (with counsel acceptable to HTFC/GOSR), and indemnify HTFC/GOSR and the State of New York, and its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, representatives, and affiliates (collectively, "HTFC/GOSR"), from and against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities, costs of any form or nature whatsoever (including reasonable attorneys' fees), resulting from, arising out of, or in consequence of any action or cause of action in connection with this Agreement, the Services or Scope of Services, or any Work Order(s), including, but not limited to, property damage, any injuries or death sustained by any persons, employees, agents, invitees and the like, any infringement of copyright, royalty, or other proprietary right in consequence of any design(s) created and/or specifications prepared in accordance with the Agreement, the Services or Scope of Services, or any Work Order(s), any injuries or damages resulting from defects, malfunction, misuse, etc. of Vendor-provided equipment and materials, any violations of law, violations of this Agreement, or the conduct (including any acts, omissions, malfeasance, or wilful misconduct) of Vendor or any subcontractor or supplier of any level or tier or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

This indemnity shall expressly include, but is not limited to, the obligation of Vendor to indemnify and reimburse HTFC/GOSR for any and all attorneys' fees and other litigation or dispute resolution costs incurred, or to be incurred, in HTFC/GOSR's enforcement of this Agreement, or any portion thereof, against Vendor or otherwise arising in connection with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

It is expressly understood and agreed that the risk of loss for property damage during the course of construction or other work passes to HTFC/GOSR only after completion of the work enumerated in the Agreement, Services or Scope of Services, or any Work Order(s). Accordingly, all of the indemnification provisions as set forth herein shall also apply to any losses sustained prior to the passing of risk of loss to HTFC/GOSR. This clause shall survive indefinitely the termination of this Agreement for any reason.

Notwithstanding the foregoing indemnification provisions, Vendor remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Vendor, its officers, employees or agents.

ATTACHMENT 2 - CONTRACT PROVISIONS FOR 2 CFR PART 200

Electronic Code of Federal Regulations
e-CFR data is current as of April 16, 2018

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → Part 200

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

ATTACHMENT 3 - REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

Required Application Content:

- Cover Letter and Table of Contents (2 Pages)
- Executive Summary (2 Pages)
- Project Experience and Capacity (10 Pages)
- Subcontractors, Key Personnel, Key Vendors, Key Equipment (15 Pages)
- Technical Method Statement (20 Pages)
- A Statement of Commitment to Compliance (1 Page)

Required Forms and Information:

- Respondent Overview
- IDA Certification
- Appendix A – Affirmation of Understanding
- Appendix B – Offeror Disclosure
- Non Collusive Bidding Certification
- Appendix III – Diversity Forms (HUD & HTFC)
 - Form HUD-60002 Section 3 Summary Report
 - Form PROC-1 Equal Employment Opportunity Staffing Plan
 - Form PROC-2 M/WBE Utilization Plan
 - Form PROC-4 M/WBE and EEO Policy Statement
 - Form PROC-8 EEOC Statement
 - Form Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
- Vendor Responsibility Questionnaire (Respondent)
- Vendor Responsibility Questionnaire (Subcontractor)
- Certificate of Good Standing
- Diversity Certification, as applicable

ATTACHMENT 4 – TABLE OF CONTENTS OF PROJECT DOCUMENTS

A. Supplemental Documents

1. Geotechnical Data Report
2. Supplemental Geotechnical Data Report
3. Monument report
4. Wave Exceedance
5. Physical Modeling Report
6. Boat Access Diagram (Water Depth Diagrams)

Contract Documents

1. Construction Contract (To be provided at a later date)
2. General Conditions (To be provided at a later date)
3. Contractor Safety Requirements
4. Pre-Task Planner Form
5. Safety Metrics Report Form
6. Sample Lifting-Rigging Plan
7. Submittal Schedule
8. Phasing Letter DRAFT
9. Joint Record of Decision and Findings Statement of the Final Environmental Impact Statement
10. Permit NAN-2017-00296-ESW (To be provided when issued)
11. New York State Department of Environmental Conservation Permit (To be provided when issued)
12. General Requirements – Division 1 Specifications
13. Technical Specifications
14. Contract Drawings (Technical Drawings)

ATTACHMENT 5 – TECHNICAL METHOD STATEMENT CHECKLIST

Required Technical Method Statement Content:

- Summary
- Schedule
- Material Logistics
- Mobilization
- Pre-fabrication Yard and General Infrastructure
- Production of Quarry Materials
- Movement of Quarried Materials
- Breakwater Construction
- Shoreline Restoration
- Environmental Management Plan/ Erosion Control Plan (of Storage Site)

