

REQUEST FOR QUALIFICATIONS
DESIGN-BUILD SERVICES
FOR
Onondaga County Department of Water Environment Protection (OCDWEP)
Industrial Treatment Train (ITT) at the Oak Orchard Wastewater Treatment Plant
(OOWWTP)
Project

**STATEMENTS OF QUALIFICATIONS DUE:
Friday, September 26, 2025, by 2:00 P.M. EST**

**REQUEST FOR QUALIFICATIONS - DESIGN-BUILD SERVICES FOR
OCDWEP ITT AT THE OOWWTP PROJECT**

TABLE OF CONTENTS

| | | |
|-------|--|----|
| 1.0 | BACKGROUND INFORMATION | 1 |
| 1.1 | PROJECT INTRODUCTION | 1 |
| 1.2 | PROCUREMENT PROCESS OVERVIEW | 2 |
| 1.3 | PROJECT GOALS AND OBJECTIVES | 3 |
| 1.4 | RESPONDENT INFORMATION | 5 |
| 2.0 | RFQ PROCESS AND GENERAL INFORMATION | 6 |
| 2.1 | PROCUREMENT SCHEDULE | 6 |
| 2.2 | SOQ SUBMISSION INSTRUCTIONS | 6 |
| 2.3 | SOLICITATION COMMUNICATION | 7 |
| 2.4 | QUESTIONS, CLARIFICATIONS AND ADDENDA | 7 |
| 2.5 | MAJOR PARTICIPANT DEFINED | 8 |
| 2.6 | PROGRAM/PROJECT CONSULTANTS/TECHNICAL SUPPORT | 8 |
| 2.7 | ORGANIZATIONAL CONFLICTS OF INTEREST | 9 |
| 2.8 | CHANGES TO ORGANIZATIONAL STRUCTURE | 9 |
| 2.9 | PREVAILING WAGES | 10 |
| 2.9.1 | COUNTY PROVISIONS | 10 |
| 2.9.2 | NEW YORK STATE PROVISIONS | 10 |
| 2.10 | PROJECT LABOR AGREEMENT | 11 |
| 2.11 | MINORITY- WOMEN- SERVICE DISABLED VETERAN- OWNED BUSINESS ENTERPRISES | 11 |
| 2.12 | ENCOURAGING USE OF NEW YORK STATE AND LOCAL BUSINESSES | 12 |
| 2.13 | VALIDITY | 12 |
| 2.14 | RESERVED RIGHTS OF THE COUNTY | 12 |
| 3.0 | CONTENT OF STATEMENT OF QUALIFICATION (SOQ) | 13 |
| 3.1 | GENERAL | 13 |

| | | |
|-------|--|----|
| 3.2 | SOQ GENERAL FORMAT/ORGANIZATION | 14 |
| 3.2.1 | SOQ COVER LETTER | 14 |
| 3.2.2 | SOQ TABLE OF CONTENTS..... | 15 |
| 3.2.3 | SOQ SECTION 1 – PROJECT TEAM ORGANIZATION AND KEY PERSONNEL..... | 15 |
| 3.2.4 | SOQ SECTION 2 – EXPERIENCE AND PAST PERFORMANCE OF RESPONDENT AND MAJOR PARTICIPANTS..... | 17 |
| 3.2.5 | SOQ SECTION 3 – FINANCIAL CAPABILITY..... | 19 |
| 3.2.6 | SOQ APPENDICES | 21 |
| 4.0 | EVALUATION PROCESS..... | 24 |
| 4.1 | EVALUATION OBJECTIVES | 24 |
| 4.2 | REVIEW AND EVALUATION OF THE SOQ..... | 25 |
| 4.3 | EVALUATION FACTORS FOR THE RFQ..... | 25 |
| 4.3.1 | QUALITATIVE EVALUATION FACTORS | 25 |
| 4.4 | REQUESTS FOR CLARIFICATION BY THE COUNTY | 27 |
| 4.5 | DETERMINATION OF THE SHORT-LIST..... | 28 |
| 5.0 | STEP TWO PROCUREMENT | 28 |
| 5.1 | REQUEST FOR PROPOSALS (RFP) | 28 |
| 6.0 | PROJECT DESCRIPTION | 29 |
| 7.0 | ATTACHMENTS..... | 32 |

1.0 BACKGROUND INFORMATION

Onondaga County (the “County”) is issuing this Request for Qualifications (“RFQ”) as the first step in a two-step procurement process. The County invites interested entities (“Respondents”) to submit Statements of Qualifications (“SOQs”) for the design and construction of a new Industrial Treatment Train (“ITT”) at the site of the Oak Orchard Wastewater Treatment Plant in Clay, NY, including a one-year performance testing period following construction completion, dedicated to addressing warranty items and providing optimization and training for the ITT’s long-term operator (collectively, the “Project”).

Onondaga County and the Onondaga County Department of Water Environment Protection

The County is located in the central New York region, has a land area of 793.5 square miles and is approximately 35 miles in length and 30 miles in width. The estimated population of the County as of 2022, per the 2022 U.S. census was 468,249. The County was established in 1794 and is comprised of separate municipalities, which include the City of Syracuse, 19 towns and 15 villages. The City of Syracuse is situated in the approximate center of the County and serves as a focus of commercial and business activities. The County is also home to the Onondaga Nation. Cities within a 350-mile radius of the County include Boston, New York City, Philadelphia, Baltimore, Pittsburgh, Toronto and Montreal.

The Onondaga County Department of Water Environment Protection (“OCDWEP”) has the primary responsibility of operating, maintaining, and protecting the system that collects, treats and discharges used water and sewage generated by domestic, commercial, and industrial properties within the Onondaga County Consolidated Sewer District. OCDWEP provides service to roughly 346,000 residents and processes over 33 billion gallons of wastewater each year.

1.1 PROJECT INTRODUCTION

The ITT will include advanced treatment of industrial wastewater for discharge to Oneida River, reclaimed water facilities, and an industrial wastewater pump station and associated conveyance mains. It will be designed and constructed to treat industrial wastewater generated by industrial users located in and around the White Pine Commerce Park in Clay, New York. Further detail into the technical scope for the ITT facility is provided in Section 6 and in Attachment 1.

The ITT will be located on the site of the Oak Orchard Wastewater Treatment Plant (the “Oak Orchard Campus”) but operate as a separate plant from the existing municipal wastewater treatment plant (the “OOWWTP”). The overall Oak Orchard Campus program will include municipal upgrades in addition to the new ITT facility. The municipal upgrade project as well

as long-term third-party operations for the ITT facility will be procured through separate procurement processes.

The Project scope includes the design, engineering, permitting, site preparation, construction, commissioning, and performance testing of the ITT, as further detailed in the forthcoming Request for Proposals (“RFP”).

This Project will be delivered using a phased Progressive-Design-Build (“PDB”) approach, as outlined below:

- **Phase 1 – Early Works (Design and Preconstruction Services):** Advance the design to approximately 60% completion, including critical early works packages, and develop a Phase 2 proposal including a Guaranteed Maximum Price (“GMP”) and Performance Testing Service Fee Proposal (Phase 3), and secure all required permitting.
- **Phase 2 – Construction Services:** Complete the final design, procure subcontractors and vendors, self-perform select construction activities, and carry out full construction, and commissioning of the Project. Substantial Completion of construction as will be defined during the RFP process. Information on permits that need to be secured is provided in Section 6.
- **Phase 3 – Performance Testing and Optimization:** Provide performance testing following construction completion, including approximately a one-year term dedicated to addressing warranty items, as well as optimization and training of the ITT’s long-term operator.

Respondents must adhere to all pertinent federal, state and local law and requirements (“Applicable Laws”).

1.2 PROCUREMENT PROCESS OVERVIEW

The County will use a two-step procurement process to select a design-build entity to deliver the Project, in accordance with the Oak Orchard Wastewater Project Design-Build Act, L. 2025, ch. 55, Part KK (A. 8121-A/S. 3005). This RFQ represents the first step of that process, through which the County is soliciting SOQs from interested Respondents. The County will evaluate the submitted SOQs to generate a list of responding entities that have demonstrated the general capability to perform the design-build contract. These shortlisted firms will be invited to participate in the second step—the RFP process.

It is the County’s current intent to prequalify three (3) to five (5) firms through this RFQ; however, the County reserves the right to shortlist more or fewer Respondents at its sole discretion. Only those firms shortlisted through this RFQ process will be eligible to receive

the RFP and submit proposals for the Project.

The County intends to award a design-build contract to the Respondent that offers the best value, including the best vision for the overall campus strategy and project delivery, driving value and schedule, as determined in accordance with the evaluation criteria specified in the RFP. “Best value” shall mean the basis for awarding a contract to the Respondent that optimizes quality, cost and efficiency, price and performance criteria.

The County anticipates awarding a cost-plus not-to-exceed contract with a guaranteed maximum price. Final selection will be based on a comparative assessment of all proposals against the established RFP criteria.

1.3 PROJECT GOALS AND OBJECTIVES

The County seeks to select a team to serve as its partner in delivering the Project through the PDB delivery method. A key objective is to deliver this Project on budget and schedule, driving efficiencies with a balanced allocation of risk between the County and the selected Respondent.

Meeting the Project schedule is crucial. All permits necessary for the construction and operation of the ITT are of the utmost importance. As further detailed in this document, the overall Project will be structured in phases under the PDB model to support this accelerated timeline.

The County’s goal is to obtain a strategic partner that can drive the best value in terms of design and construction services, including minimization of operating costs for overall life cycle cost reduction, while meeting milestone completion dates for each Project phase. The selected Respondent will be expected to serve as a single point of accountability for all services delivered under the Contract, including a period of performance demonstration, optimization and training after construction is complete.

To help Respondents better understand the Project and scope of services, the following Project-specific objectives are provided:

A. Financial Objectives

- a. Implement innovative design and construction solutions that maximize the overall value of the County’s investment, including synergies with separate municipal upgrades to reduce overall costs.
- b. Minimize both capital and life-cycle cost through alternatives evaluation, collaborative decision-making, and value engineering, with consideration for long-term operational efficiency.

- c. Collaborate with the County and other stakeholders to evaluate the most suitable funding strategies for the Project.
- B. Schedule Objectives
 - a. Achieve all key milestones dates for design, construction and commissioning.
- C. Quality Objectives
 - a. Maintain the County's design vision and desired level of quality, as set forth in the technical documents provided with the RFP.
 - b. Submit a comprehensive Quality Management Plan that outlines clear procedures and activities to ensure all Project requirements are met or exceeded.
 - c. Deliver a high-quality facility designed to minimize long-term maintenance burdens.
- D. Safety Objectives
 - a. Implement a robust health and safety program that reflects current industry best practices.
 - b. Complete all construction activities safely and in full compliance with Applicable Law.
- E. Sustainability Objectives
 - a. Design and construct the Project in accordance with Applicable Law and contract standards to meet the long-term needs of the County, industrial users, and key stakeholders.
 - b. Develop a forward-thinking design and construction plan that supports logical and cost-effective future expansion.
 - c. Apply energy-efficiency solutions and sustainable design principles throughout the Project's development and operation.
- F. Environmental Compliance Objectives
 - a. Comply with Applicable Laws, including environmental regulations and permitting requirements throughout Project execution.
 - b. Employ best management practices to manage sediment, control storm-water runoff discharge, ensure water quality treatment, and address other environmental criteria relevant to the Project.
- G. Partnership and Collaboration Objectives
 - a. Achieve a balanced allocation of risk between the County and the selected Respondent team and work proactively to reduce risk through effective mitigation strategies.
 - b. Foster a collaborative and transparent working relationship with the County's Project management team and all stakeholders actively engaged at the Project site.
- H. Risk Minimization Objectives
 - a. The selected Respondent is expected to track and monitor all risk aspects of project and provide mitigation plans for each item identified. Monthly reviews of

risk and mitigation measures shall be reviewed and updated as needed to keep project on schedule and budget.

- b. Provide a flexible and reliable system that will provide continuous operations for the industrial users. Creative solutions are expected with understanding of operations upstream and how wastewater is created, working with industrial users to utilize equalization, pretreatment and diversion as necessary to maintain operations.
- c. Provide a system that adheres to Industry Standards and County Standards balancing standardization with the separate municipal upgrades to the extent possible for campus continuity.

1.4 RESPONDENT INFORMATION

To ensure timely receipt of any addenda or clarifying information related to this RFQ, each Respondent is solely responsible for providing the County's primary point of contact (identified in Section 2.3) with the name, address, telephone number and e-mail address of its designated contact person.

Entities intending to submit a SOQ as part of a team must do so through a single, consolidated SOQ, submitted on behalf of the entire team. Only one SOQ will be accepted per team, and the team will be considered a single Respondent.

Firms that are formally organized as design-build entities, as well as design and construction firms that have formed Project-specific associations for this procurement, are eligible to submit SOQs. For purposes of this RFQ, no distinction is made between pre-existing design-build firms and those formed specifically for this Project; both are referred to herein as the "Design-Build Respondent" or "Respondent."

All design work must be performed under the direct supervision of appropriately licensed professionals registered in the State of New York, in compliance with all applicable certification and licensing requirements.

If the Respondent is structured as a partnership, limited partnership, joint venture, or other form of association, a copy of the organizational document or agreement committing to form the organization must be included in the SOQ. In addition, the SOQ must include a statement, executed by all general partners, joint venture members, or other association members, confirming that all such members agree to be jointly and fully liable for performance under the contract.

2.0 RFQ PROCESS AND GENERAL INFORMATION

2.1 PROCUREMENT SCHEDULE

The anticipated procurement process milestone dates are provided below. This schedule is subject to revision by addenda to the RFQ:

| | |
|--|--------------------------------------|
| A. Issue RFQ | Monday, August 18, 2025 |
| B. Deadline for submitting RFQ questions | Friday, September 5, 2025 (4:00 pm) |
| C. SOQ due date | Friday, September 26, 2025 (2:00 pm) |
| D. Notice to Short-Listed Respondents | Friday, October 17, 2025 |

It is anticipated that the RFP will be issued shortly after notice of short-list, with intent to award selected Design-Build Firm in early 2026.

2.2 SOQ SUBMISSION INSTRUCTIONS

All SOQs must be received by 2:00 p.m. Eastern Standard Time on Friday, September 26, 2025, and must be delivered to the following:

Onondaga County
Division of Purchase
421 Montgomery Street
13th Floor
Syracuse, NY 13202

Five (5) bound hard copies of the SOQ (8.5"x11" format), and two (2) electronic copies of the SOQ in PDF format (one single PDF file for the SOQ) on two (2) separate USB flash drives are required.

The outside of the sealed SOQ packages must be clearly identified and labeled as follows:

Respondent's name, contact person's name, mailing address
Date of submittal
RFQ Title: "Request for Qualifications: ITT Design-Build Services"

Any SOQ that fails to meet the deadline or delivery requirement may be rejected without opening, consideration or evaluation. All SOQs will be time stamped upon delivery. E-mailed SOQs will not be accepted.

If submitting SOQ in person, please allow additional time for obtaining building security clearance prior to being permitted to proceed to the 13th floor reception area.

2.3 SOLICITATION COMMUNICATION

Mr. Daniel Hammer, Purchasing Director, is the Onondaga County primary contact person. Only electronic inquiries will be accepted. Any inquiries or comments regarding the Project and the procurement thereof must be made by e-mail to:

E-mail: RFP@ongov.net
Subject: Request for Qualifications - Design-Build Services ITT Project – Respondent Inquiry

Direct all questions regarding the intent or meaning of the RFQ documents to this email address. Responses to appropriate inquiries will be communicated via e-mail to vendors. Those inquiries resulting in clarification and or changes to the RFQ will be communicated by Addenda in the same manner.

During the Project procurement process, commencing with issuance of this RFQ and continuing until award of a contract for the Project (or cancellation of the procurement), no employee, member or agent of any Respondent or Major Participant shall have any ex parte communications regarding this procurement with any member of the County, or any of their employees or consultants involved with the procurement, except for communications expressly permitted by the County's primary contact person and this RFQ (or, subsequent to issuance of the RFP). Communication includes face-to-face, telephone, e-mail or formal written communication. The foregoing restriction shall not, however, preclude or restrict communication regarding matters unrelated to the Project where such need can be demonstrated to exist for ongoing business purposes.

Any Respondent or Major Participant engaging in such prohibited communications may be disqualified at the sole discretion of the County.

2.4 QUESTIONS, CLARIFICATIONS AND ADDENDA

Questions and requests for clarification regarding this RFQ must be submitted in writing to RFP@ongov.net. To be considered, all questions and requests must be received by 04:00 pm, Eastern Time, on the date indicated in Section 2.1.

The County reserves the right to revise this RFQ at any time before the SOQ due date. Such revisions, if any, will be announced by addenda to this RFQ.

The County will use the following guidelines when responding to questions and requests for clarification and issuing addenda:

- A. The County will answer questions and requests for clarification in writing via e-

mail.

- B. The County will send an e-mail notification to the contact person for each Respondent as soon as each addendum or clarification is issued. The notification will include an electronic copy of the addendum or clarification.

The County will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the County and its primary contact person.

2.5 MAJOR PARTICIPANT DEFINED

As used herein, the term “Major Participant” means any of the following entities: all general partners or joint venture members of the Respondent; all individuals, persons, proprietorships, partnerships, limited liability partnerships, corporations, professional corporations, limited liability companies, business associations, or other legal entity however organized, holding (directly or indirectly) a 15% or greater interest in the Respondent; any subcontractor(s) that will perform work valued at 10% or more of the overall construction contract amount; the lead engineering/design firm(s); and each engineering/design sub-consultant that will perform 15% or more of the design work.

2.6 PROGRAM/PROJECT CONSULTANTS/TECHNICAL SUPPORT

The County has retained the following firms to provide guidance and represent the County as the Program Management Team for the overall Oak Orchard campus.

Environmental Design and Research (EDR)
Critical Path Engineering Solutions, PLLC
West Group Law, PLLC
Carollo Engineers Inc.

In addition, the following sub-consultants are part of the County’s Program Management Team for the overall Oak Orchard Campus:

Brown and Caldwell Associates
Raftelis Financial Consultants, Inc.
Woolpert

All firms identified above are ineligible to compete or participate on any teams submitting on the RFQ and/or RFP. In addition, the firms above shall not be contacted or utilized to provide technical, legal, or financial advice to Respondents and may not discuss any aspect of the RFQ or RFP with any Respondent.

2.7 ORGANIZATIONAL CONFLICTS OF INTEREST

The Respondent and Major Participants are prohibited from receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to, the Program Management/Project Consultant/Technical Support firms listed in Section 2.6. Such persons and entities are prohibited from participating in any Respondent's organization relating to the Project.

For the purpose of this RFQ, "organizational conflict of interest" is defined as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

The Respondent agrees that, if after award, an organizational conflict of interest is discovered, the Respondent must make an immediate and full written disclosure to the County that includes a description of the action that the Respondent or Major Participant has taken or proposes to take to avoid or mitigate such conflicts. If the Respondent or Major Participant was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the County, the County may terminate the contract for default.

The County has a desire to prevent conflicts of interest and reserves the right to evaluate each team member on an individual basis and determine if they are permitted to participate in the Project. Additionally, the County may disqualify a Respondent if any of its Major Participants belong to more than one Respondent organization. See Section 4 for additional information regarding this matter.

2.8 CHANGES TO ORGANIZATIONAL STRUCTURE

Individuals and design-build firms (including Key Personnel or Major Participants) identified in the SOQ may not be removed, replaced or added to in a proposal in response to the RFP without the written approval of the County, or its designee. The County, may revoke an awarded contract if any individual or design-build firm identified in the SOQ is removed, replaced or added to without the County's, or designee's, written approval. To qualify for the County or designee's, approval, the written request must document that the proposed removal, replacement or addition will be equal to or better than the individual or design-build firm provided in the SOQ. The County, or designee, will use the criteria specified in this RFQ to evaluate all requests. Requests for removals, replacements and additions must be submitted in writing to the County's primary contact

person as described in Section 2.3.

The Respondents should carefully consider the make-up of its team prior to submittal of the SOQ. Changes to the Respondent's organization may result in the County revoking a previous determination pre-qualifying a Respondent.

2.9 PREVAILING WAGES

New York State Department of Labor's Prevailing Wage Rates are applicable to this Project. It is the Respondent's responsibility to ensure that applicable prevailing wages are used in preparing the Respondent's technical and cost proposal.

2.9.1 COUNTY PROVISIONS

It is the public policy of the County of Onondaga that prevailing wages and supplements in accordance with the New York State Labor Law be paid to all workers engaged to perform work under public works contracts with the County of Onondaga. The County of Onondaga reserves the right to consider evidence of a violation of the New York State Labor Law in connection with the award of contracts for public work or the approval of subcontractors in connection with such work. At the discretion of the County of Onondaga, a finding by the New York State Department of Labor of one willful violation of a provision of the New York State Labor Law shall constitute evidence and sufficient grounds for the denial of the award of such contracts. All departments are directed to report to the Department of Law any evidence of a violation of the labor laws by the apparent low bidder seeking award of a public contract.

In the event that the Offeror shall fail to pay the prevailing wages and supplements in accordance with Article 8 of the New York State Labor Law, Section 220 et. seq., and as described in the contract, it shall be considered a material breach of contract.

For the breach or violation of this provision, without limiting any other rights, remedies or recovery to which the County or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the County shall have the rights, in its discretion to terminate the agreement immediately upon notice. In such event, the Offeror shall be liable to the County for any additional costs or expenses incurred by the County in the completion of the project, and for any other recovery, costs and expenses to which the County may be entitled.

2.9.2 NEW YORK STATE PROVISIONS

The Respondent and every subcontractor shall comply with all applicable provisions of Article 8, Sections 220-223 of the New York State Labor Law, as amended, in accordance

with the New York State Department of Labor Contract Requirements and Wage Rate Schedule, which will be included with the RFP documents, including the submission of Certified Payrolls, as described therein, whenever work is in progress, and prior to processing of progress payments to the Offeror. Certified Payrolls shall be submitted bi-weekly regardless of whether progress payment applications are being made.

In the event the Wage Rates are re-determined by the Department of Labor, the new Prevailing Wage Rate Schedule shall become a part of the Contract at no additional cost to the County. It is the responsibility of the Offeror to determine appropriate wage rates in compliance with Article 8 of the New York State Labor Law and the Project Labor Agreement for the Project.

The Offeror and every subcontractor shall comply with the “Standard Clauses for all New York State Contracts,” which will be included in the RFP.

2.10 PROJECT LABOR AGREEMENT

Due to the Project’s scale, duration, and significant public importance, it is in the public interest that the work be completed in the most timely, efficient, and orderly manner possible, free from labor disputes or disruptions that could delay or interfere with Project delivery.

To support this objective, the selected Respondent will be required to comply with the terms of a pre-established Project Labor Agreement (PLA). The selected Respondent will also be responsible for finalizing the negotiation of the PLA in accordance with the established outline. At a minimum, the PLA will include the following provisions:

- A. All contracting or subcontracting building and construction trade work must be performed by firms, individuals, or entities that are party to, or that agree to be bound by and operate under, for the duration of the Project, current collective bargaining agreements with relevant trade unions.
- B. A commitment to a no-lockout, no-strike, prohibiting picketing, work stoppage or any other form of labor disruption.
- C. An agreement by the trade unions to use their best efforts to prevent any such disruptions, and, if they occur, to ensure their immediate cessation.
- D. The authority to discharge or discipline any employee who violates the terms of the PLA.
- E. PLA coverage for the full duration of the Project.
- F. Mandatory incorporation of the PLA terms into all subcontracts.
- G. Clear procedures for resolving disputes arising under the PLA.

2.11 MINORITY- WOMEN- SERVICE DISABLED VETERAN- OWNED BUSINESS ENTERPRISES

The selected Respondent will be required to fully comply with the County's MWBE and SDVOB policies and workforce requirements. These requirements will be provided in the RFP.

2.12 ENCOURAGING USE OF NEW YORK STATE AND LOCAL BUSINESSES

New York State and local businesses have a substantial presence in County contracts and strongly contribute to the economies of the State and the nation. In recognition of the economic activity and leadership such businesses offer, Respondents for this Project are strongly encouraged and expected to consider New York State and local businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Respondents need to be aware that all governmental entities benefiting from this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State and local businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Respondents are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in County contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the County's economic engine through promotion of the use of New York businesses by its contractors. The potential participation by all kinds of New York businesses will deliver great value to the County and its taxpayers.

2.13 VALIDITY

The Respondent shall be held responsible for the validity of all information supplied in the SOQ, including that provided by potential subcontractors. Should subsequent investigation disclose that the facts and conditions were not as stated, the SOQ may be rejected or subsequent contract terminated for default if after award, in addition to any other remedy available under the contract or by law.

2.14 RESERVED RIGHTS OF THE COUNTY

The County reserves to itself all rights available to it under Applicable Law, including

without limitation, the following, with or without cause and with or without notice:

- A. Withdraw or cancel this RFQ in whole or in part at any time prior to the execution by the County of a Design-Build contract, without incurring any cost obligations or liabilities
- B. Issue a new RFQ
- C. Accept or reject any and all submittals
- D. Modify dates set or projected in this RFQ
- E. Terminate evaluations of submittals received
- F. Waive any informalities, irregularities or omissions in a SOQ
- G. Issue addenda to this RFQ, and issue addenda to the RFP.
- H. The County makes no guarantee that a RFP will be issued for this Project.

SOQs received become the property of the County. The County assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties responding to this RFQ. All such costs shall be borne solely by the Respondent. In no event shall the County be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a Design-Build contract, in form and substance satisfactory to the County, has been authorized and executed by the County and, then, only to the extent set forth therein. The County makes no representations that the contract will be awarded based on the requirements to this RFQ.

3.0 CONTENT OF STATEMENT OF QUALIFICATION (SOQ)

3.1 GENERAL

This section outlines the specific information that must be included in the SOQs. SOQs should be organized in accordance with the structure provided in this Section 3.0 and must address all required content. Failure to provide the requested information may negatively impact the County's evaluation. SOQs that are well-organized and clearly documented will facilitate the County's ability to conduct a thorough and equitable review.

The County does not expect or seek Project-specific design concepts or engineering solutions at this stage. Respondents should limit their submissions to the qualifications, experience and other information specifically requested in this RFQ. No cost or pricing information should be included in the SOQ.

The SOQ should be prepared on standard 8.5 x 11 inch paper and should be in a legible font size (10 or larger). Type size for graphics, charts, diagrams and tables, should be of an appropriate font and size for the application, and must be clearly readable without magnification assistance to the normal eye. Page size for charts and figures may be up to 11" x 17" if necessary. Text lines will be no less than single- space. All pages of each

proposal should be appropriately numbered and identified with the Project's description (i.e. ITT Project). For ease of reference, page numbering by section (i.e., 1-1, 2-1.1, etc.) and tabs/section dividers are requested. Hard copy should be bound in a single volume except where directed elsewhere within RFQ. Electronic copies of the RFQ should be bookmarked for ease of navigation.

Respondents are advised to submit enough information to enable the County to fully ascertain each Respondent's capability to perform all of the requirements contemplated by this RFQ. The information submitted with each SOQ should be complete and concise, and not overly elaborate. Materials not required by this RFQ (such as company brochures) should be relegated to appendices. Excessive reliance on promotional brochures is discouraged.

Some of the information requested in this RFQ is for informational purposes only, while other information will be used in the evaluation of the SOQ's. The County will conduct an initial review to determine whether the SOQ is responsive to this RFQ. An SOQ will be responsive to this RFQ if it appears to include all of the information required by this RFQ in the manner required by this RFQ. Those SOQ's that include all information required in the manner required, will then be reviewed on a qualitative basis according to the criteria specified in Section 4.3.

Documents submitted pursuant to this RFQ will be subject to the New York State Freedom of Information Act. If the Respondent submits information in its SOQ that it believes to be confidential business information that it wishes to protect from disclosure, the Respondent should mark such information. Documents provided by the Respondents marked "Trade Secret", "Confidential" or "Proprietary" and any financial records provided by the Respondent should be submitted in a separate sealed envelope clearly identified, labeled and addressed in the same manner specified for the SOQ. The County expressly acknowledges that the documents marked Trade Secret, Confidential or Proprietary constitutes trade secrets and will not be deemed public records. The County agrees to safeguard the documents, and all information contained therein, against disclosure, including disclosure of subcontractor documents to the Respondent and other subcontractors to the fullest extent permitted by law. However, in the event of arbitration or litigation, the documents may be subject to discovery, and the County assumes no responsibility for safeguarding the documents unless the Respondent has obtained an appropriate protective order issued by the arbitrator or the court.

3.2 SOQ GENERAL FORMAT/ORGANIZATION

The following section specifies the required content and prescribed format for SOQs. Failure to provide the requested information, or to submit it in the required format, may result in disqualification from further consideration.

3.2.1 SOQ COVER LETTER

Provide a Cover Letter stating the business name, address, business type (e.g., corporation, partnership, joint venture) and roles of the Respondent and each Major Participant. Identify one contact person and his or her address, telephone number, and e-mail address. This person shall be the single point of contact on behalf of the Respondent, responsible for correspondence to and from the organization and the County. The County will send all Project-related communications to this contact person. Authorized representative(s) of the Respondent organization must sign the letter. If the Respondent is a joint venture, the joint venture members must sign the letter.

3.2.2 SOQ TABLE OF CONTENTS

The SOQ should contain a detailed table of contents. The table of contents will identify major areas, paragraphs and subparagraphs by number and title as well as by page number locations. Tab indexing will be used to identify sections as appropriate. Electronic files of the SOQ should be indexed and bookmarked accordingly.

3.2.3 SOQ SECTION 1 – PROJECT TEAM ORGANIZATION AND KEY PERSONNEL

Respondents must demonstrate that their team possesses the technical qualifications, capacity, and organizational structure necessary to successfully deliver a complex, large-scale project using the PDB method. The information provided in this section will be used to evaluate the strength, experience, and integration of the proposed team:

- A. Major Participants – Capability and Capacity – Provide a narrative overview of the capability and capacity of each Major Participant on the Project Team. This should include details such as company size, services provided, office location(s), number of employees, and other information relevant to demonstrating the Major Participant’s qualifications and ability to perform its role on the Project.
- B. Organizational Structure and Roles – Describe the proposed team organization, including the roles and responsibilities of the Major Participants and sub-Respondents involved in both the design, construction, and performance testing phases.
- C. Organizational Chart(s) and Team Integration – Provide one or more organizational chart(s) showing the team structure, lines of authority, and reporting relationships for all major functions involved in managing, designing, constructing, and performance testing the Project. The charts should extend to the level of design discipline leaders and construction superintendents and must identify Key Personnel by name. Clearly indicate the lead Respondent and all Major Participants. The chart(s) should also depict relationships for key support functions including project management, contract administration, executive oversight, construction management, quality assurance, safety, environmental

compliance and subcontractor coordination. Accompany each chart with a brief, written explanation describing how the team will function as an integrated design-build entity.

- D. Key Personnel – Roles and Qualifications – List the principal managers and technical personnel responsible for day-to-day management of the Project's design, construction and performance testing, including a summary relevant experience on a project of this size and complexity in advanced manufacturing. For each individual, include their name, project role, associated firm and a summary of their qualifications and responsibilities. Key Personnel should represent all major engineering disciplines as well as critical construction subcontractors.
- E. Licensing and Technical Competence – Confirm that all lead design professionals are licensed or certified in their respective disciplines in the State of New York and possess experience relevant to their proposed roles on projects of similar size and complexity. Indicate whether each individual played a key role in any of the example project included in the SOQ.
- F. Project Locations and Coordination – Identify where the design work will be performed, where the Project Manager will be based, and where contract administration will occur. Describe how the geographic distribution of key team members will support coordination, communication and efficient Project delivery. Identify any additional large-scale projects that Key Personnel are already allocated to and how overlaps with other projects will be mitigated.
- G. Teaming Experience – Explain any prior working relationships among the Major Participants and provide a summary of their joint experience on design-build projects of similar scale and complexity. Provide examples of successful projects the team members have executed together.
- H. Resumes of Key Personnel – Include detailed resumes for each Key Personnel in an Appendix A to the SOQ, each limited to 2 pages. Unless otherwise justified, only one individual should be assigned per role. Each resume must include the following:
 - i. Relevant professional licenses and registrations.
 - ii. Years of experience performing similar work.
 - iii. Length of time with current employer.
 - iv. Summary of previous relevant projects and the individual's role.
 - v. Estimated percentage of time to be committed to the Project, including time allocated to the design, post design, construction and performance testing phases.

Key Personnel qualifications will be a major component of the County's qualitative evaluation of the SOQ. Evaluation will focus on each individual's education, experience, certifications, and demonstrate capability on comparable projects. The Respondent must provide information on the following Key Personnel:

- i. Project Principal/Executive in Charge
- ii. Project Manager

- iii. Assistant Project Manager
- iv. Pre-construction Manager (if different than PM or Asst PM)
- v. General Superintendent
- vi. Assistant Superintendent
- vii. Design Team Manager
- viii. Lead Architect
- ix. Lead Structural Engineer
- x. Lead Electrical Engineer
- xi. Lead Mechanical Engineer
- xii. Lead Geotechnical Engineer
- xiii. Lead Safety Manager
- xiv. Lead Scheduler
- xv. Lead Estimator
- xvi. Lead Commissioning Agent
- xvii. Performance Testing Manager
- xviii. Program Training Officer (Grade 4A Operator)

All professional services as defined by the New York State Education Law shall be performed by licensed professionals in the State of New York.

3.2.4 SOQ SECTION 2 – EXPERIENCE AND PAST PERFORMANCE OF RESPONDENT AND MAJOR PARTICIPANTS

This Section will be used in the qualitative assessment of the Respondent's ability to deliver the Project. The County will evaluate the relevant experience, performance history, and past collaboration of the Respondent and all Major Participants. Provide the following information in the form outlined below. Failure to do so may adversely affect the evaluation or lead to disqualification.

- A. **Respondent Project Experience** – Describe three (3) to five (5) relevant projects completed or substantially completed within the last 10 years. Preference will be given to design-build projects of similar size and complexity. Include experience in the State or local area, if possible. For projects involving multiple proposed team members, a single combined description may be submitted. Include the following for each project submitted under Sections A and B:
 - i. Project name and number, along with the owner's contact information. Include the name, phone number and email address of the construction manager, architect or engineer. If the original owner's contact is no longer available, provide an alternative individual from the agency who held a leadership role and is familiar with the project;

- ii. Dates of key project phases, including design, construction, and any warranty period or operations/performance testing period;
 - iii. A brief narrative summarizing the project scope, purpose, and distinguishing features;
 - iv. A description of the services performed by the Respondent and any Major Participants; Specify the percentage of the overall project scope completed by each firm.
 - v. Scheduled versus actual completion dates, highlighting any differences and explaining the reasons for deviations, if applicable;
 - vi. Description of prior collaboration among Major Participants on the project, and the team's collective experience with design-build delivery methods on projects of comparable scale.
 - vii. Initial construction contract amount and final contract value. Include the number and total dollar value of change orders or claims (whether additive or deductive) and explanations for those changes.
 - viii. A summary of cost and schedule performance, including strategies used to control budget and timelines, minimize claims and avoid delays;
 - ix. The project's MWBE and SDVOB participation goals, and the actual percentages achieved based on the final contract value;
 - x. Claims history for the project, including the number and value of claims submitted, along with the final resolution or outcome of each;
 - xi. Indicate whether the project was delivered using design-build or conventional method.
 - xii. Indicate whether the project involved maintaining existing operations and deliveries at the project site, coordination with other major site contractors, and/or managing tight or limited staging areas
 - xiii. Indicate whether there was an operations or performance period associated with the project.
 - xiv. Include the Respondent's and the Major Participating Firms' experience with Project Labor Agreements, and the Respondent's position regarding the same.
- B. Major Participant Project Experience** – For each Major Participant, provide the same information for up to three (3) relevant projects. Emphasize roles that align with their proposed responsibilities on this Project.
- C. Legal and Regulatory Compliance** –Summarize the Respondent's and Major Participants' history of compliance with all applicable laws, regulations, and contract requirements. Specifically identify any instances of non-compliance related to:
- i. Labor laws, including New York State Labor Law;
 - ii. Prevailing wage and certified payroll requirements;
 - iii. Articles 145, 147 and 148 of the education law;
 - iv. Safety and environmental regulations;
 - v. Any citations, fines, or legal actions taken against the Respondent or its team

members by regulatory agencies or project owners. Include a list and brief description of any pending or past (within 5 years) legal proceedings that could adversely affect the Respondent's financial condition or ability to perform contractual commitments. Include the outcome of any such issues and steps taken to remedy or prevent future occurrences.

- D. **References** – Include up to three (3) references within advanced manufacturing with an e-mail and phone number for the primary point of contact. References should be from clients on projects of similar size and complexity, preferably design-build. References can be submitted directly to County point of contact to keep confidentiality to existing clients.

County's use of past performance data - Respondents are advised that the County may consider all data provided in the SOQ as well as information obtained from independent sources, including, but not limited to, state-wide databases and non-listed project references. The County may contact relevant parties to verify past performance other than those identified by the Respondent and information received may be used in the evaluation of the Respondent's past performance.

3.2.5 SOQ SECTION 3 – FINANCIAL CAPABILITY

The County must have confidence in the financial strength and stability of any Respondent selected to perform the work under the design-build contract. Accordingly, Respondents and Major Participants must demonstrate sufficient financial capability to fulfill the obligations of a long-term, multi-phase capital project, including design, construction, and performance testing services. This includes the ability to manage cash flow, absorb unexpected costs, and satisfy bonding and insurance requirements.

The information provided in this section will be used to evaluate the Respondent's and Major Participant's financial qualifications and overall capacity to successfully perform the work.

Required Financial Submittals

A. Financial Statements

Each Respondent and Major Participant must submit complete audited financial statements for the past three (3) fiscal years, including:

- Balance sheets
- Income statements (profit and loss)
- Statements of cash flows
- All accompanying footnotes and auditor's opinion

If audited statements are not available, reviewed or compiled statements prepared by a

certified public accountant (CPA) may be accepted at the County's discretion, provided the Respondent or Major Participant explains the reason why audited statements are not available. Please include any relevant additional documentation alongside the CPA reviewed and completed statements. The County will maintain the confidentiality of any such submission.

If the Respondent anticipates forming a special purpose or other newly formed entity, the Respondent must provide either (i) pro-formas of the special entity organizational documents, or (ii) indicative term sheets of such formation documents that will be used to establish the entity.

B. Credit Information and Letter from Surety/Financial Institution

Provide information on the Respondent's and each Major Participant's current credit rating, if available, from a recognized rating agency (e.g., Moody's, S&P, Fitch, or Dun & Bradstreet).

Include a credit reference letter from a major financial institution familiar with the Respondent's and Major Participant's operations. The letter must:

- Be dated within the last 90 calendar days;
- Be on the official letterhead of the financial institution or surety;
- Identify the Respondent or Major Participant by legal business name;
- Confirm the institution's relationship with the Respondent or Major Participant (e.g., client, account holder, applicant);
- Attest to the Respondent's or Major Participant's financial capacity to support the scope, duration, and obligations of this RFQ;
- Include contact information for verification purposes.

The purpose of this letter is to demonstrate general financial soundness and ability to fulfil the contract if awarded.

C. Bonding Capacity

Provide a letter from a surety company (licensed to do business in New York State) confirming the Respondent's bonding capacity for a typical project of this size based upon knowledge of the market and estimate of indicative cost. The letter must include:

- Confirmation of the Respondent's ability to obtain performance and payment bonds for a project of this size and complexity;
- The total bonding capacity available to the Respondent;
- The amount of bonding currently in use;
- The name, address, and telephone number of the surety contact.

The surety must be listed on U.S. Treasury Circular 570.

D. Insurance Experience

Provide evidence of the Respondent's ability to obtain the insurance coverage typically required for a project of this scope, size and complexity.

Include examples of projects of similar scope, size and complexity demonstrating the type and amounts of insurance provided, including but not limited to: for professional liability, general liability, pollution, builder's risk and umbrella coverages. Also explain the overall price of the project, and from which insurance company the policies were obtained.

Provide a narrative description of the Respondent's and each Major Participant's experience with contractor-controlled insurance programs.

E. Financial Responsibility History

Disclose and explain any of the following occurrences within the past ten (10) years involving the Respondent, each Major Participant, and any affiliate of the Respondent or a Major Participant (including the firm's parent company, subsidiary companies, and any other subsidiary or affiliate of the firm's parent company):

- Bankruptcy, insolvency, or receivership proceedings;
- Credit default, loan restructuring, or missed financial obligations;
- Surety claims or bond forfeitures;
- Debarment or suspension from public contracting;
- Legal or regulatory actions related to fraud, misrepresentation, or financial misconduct.

Include details regarding dates, resolution, and current status.

Confidentiality of Financial Materials

Respondents may clearly mark submitted financial documents as "Confidential – Trade Secret" to request that such materials be treated as exempt from public disclosure, in accordance with applicable New York State Freedom of Information Law (FOIL) provisions. However, the County reserves the right to make independent determinations regarding confidentiality and disclosure obligations.

If Respondents prefer not to provide financial statements directly to the County, they may submit them confidentially to an alternate designated party and must make arrangements accordingly with the County's designated representative prior to the due date.

3.2.6 SOQ APPENDICES

The SOQ should contain the following Appendices:

A. APPENDIX A – RESUMES OF KEY PERSONNEL

- i. Reference Section 3.3.3 of RFQ for requirements.

B. APPENDIX B – LEGAL AND FINANCIAL INFORMATION

- i. Legal Structure – In order to demonstrate that Respondent’s organization, legal structure, team members, and history demonstrate an ability to remain stable and viable for the duration of the Project, and be contractually bound to the County, Respondents should address the following and submit the following:
 - a. Legal structure of the Respondent and its organization. If the Respondent organization has already been formed, provide complete copies of the organizational documents that allow, or would allow by the time of Contract award, the Principal/Major Participants to conduct business in the State of New York. If the Respondent organization has not yet been formed, provide a brief description of the proposed legal structure or draft copies of the underlying agreements. In the event that final agreements between Principal/Major Participants have not been finalized at the time of the SOQ submittal, Principal/Major Participants shall submit letters of agreement signed by an authorized officer of each Principal/Major Participant noting the type of relationship to be entered into prior to the Proposal (i.e., joint venture, subcontract), and the commitment of the parties to finalize the organizational documents prior to the Proposal submittal. If Respondent is a partnership, joint venture, or other association, the SOQ should identify the percentage equity interest of each member;
- ii. Required Licenses – Evidence that the Respondent and all Major Participants have, or at the time of Contract award will have, all licenses, registrations, and credentials required to design and construct the Project, including date(s) obtained or anticipated to be obtained, type, number, classification, issuing agency, and expiration date. Such information should include any information on the revocation or suspension of any license, credential, or registration, and to provide specific details including date(s), reason(s), for revocation or suspension, whether same was reinstated, and any conditions thereto. At the time the Contract is awarded, the Design-Builder shall be properly licensed in accordance with the laws of the State of New York. The first payment for work or material under any contract shall not be made unless and until the records of the State License Board indicate that the Design-Builder was properly licensed at the time the contract was awarded. Any Respondent or design professional not so licensed shall be subject to all legal penalties imposed by law, including,

but not limited to, any appropriate disciplinary action. Failure of the Respondent to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the security of the Respondent during the RFP process.

- iii. Guarantees – Respondents are advised that if the Respondent is a newly formed entity or a limited liability entity, or if it fails to meet the financial requirements stated in this RFQ and/or the RFP, the County may require the Respondents to provide a guarantee covering performance and financial obligations by a separate entity acceptable to the County. Respondents shall also note that the County may, in its discretion based upon the review of the information provided, so specify that an acceptable guarantor is required as a condition of a determination of pre-qualification. Requirements for additional financial security will be included in the RFP.
- iv. Damages and Termination – For the Respondent, each Major Participant, and any affiliate of the Respondent or a Major Participant (including the firm’s parent company, subsidiary companies, and any other subsidiary or affiliate of the firm’s parent company) whose experience is cited as the basis for the firm’s qualifications:
 - a. Describe any project that resulted in assessment of liquidated damages, stipulated damages or monetary deductions for not meeting intermediate and completion deadlines against the firm within the last five years. Describe the causes of the delays and the amounts assessed. Describe any outstanding damage claims for projects in which any firm was involved within the last five years.
 - b. Describe the conditions surrounding any contract (or portion thereof) entered into by the firm that has been terminated for cause, or which required completion by another party, within the last five years. Describe the reasons for termination and the amounts involved.
 - c. Describe any debarment or suspension from performing work for the federal government, any state or local government, or any foreign governmental entity, against the firm.
 - d. For each description, identify the project owner’s representative and current phone number. Indicate “None” to any subsection above that does not apply.

C. APPENDIX C – SAFETY

- I. Safety – Respondent and each Major Participant must provide its safety record and experience modification rate for the most recent three-year period, providing an average experience modification rate, an average total recordable injury/illness rate, and average lost work rate. Include information on any Federal Occupational Safety and Health Administration (FOSHA) citations and assessed penalties against the Respondent or any Major Participant for any serious, willful or repeat violations of its safety or

health regulations in the past five (5) years. Respondent and each Major Participant must also provide information on its workers' compensation experience history for the last three (3) years and submit a summary of the Respondent's and each Major Participant's worker safety program. The summary of the safety program should address any measures to be implemented on the Project that may be in stricter compliance of regulations set by OSHA (e.g. tradesperson fall protection, stretching prior to commencing work, safety task planning, etc.).

D. APPENDIX D – ORGANIZATIONAL CONFLICTS OF INTEREST

- i. Conflicts of Interest – Identify all relevant facts relating to past, present or planned interest(s) of the Respondent's team (including the Respondent, Major Participants, proposed consultants, and subcontractors, and their respective chief executives, directors and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFQ (See Section 2.6). Respondent should disclose:
 - A. Any current contractual relationships with the County (by identifying the County contract number or name and project manager);
 - B. Present or planned contractual or employment relationships with any current County employee; and
 - C. Any other circumstances that might be considered to create a financial interest in the contract for the Project by any current County employee if the Respondent is awarded the contract. The Respondent and each Major Participant must also disclose any current contractual relationships with the firms listed in Section 2.5. The foregoing is provided by way of example, and should not constitute a limitation on the disclosure obligations.
 - D. For any fact, relationship or circumstance disclosed in response to this Section, identify steps that have been or will be taken to avoid, neutralize or mitigate any organizational conflicts of interest.
- i. APPENDIX E – ACKNOWLEDGMENT OF CLARIFICATIONS AND ADDENDA. Acknowledgment of Clarifications and Addenda – Identify all clarifications and addenda received by number and date.

4.0 EVALUATION PROCESS

4.1 EVALUATION OBJECTIVES

The purpose of this RFQ is to generate a list of responding entities that have demonstrated

the general capability to perform the design-build contract.

4.2 REVIEW AND EVALUATION OF THE SOQ

The information submitted in accordance with the RFQ will be evaluated in accordance with the qualitative evaluation factors provided in Section 4.3.1.

Evaluation of the SOQs will be based on information submitted in the SOQs or otherwise available to the County. Respondents should note that the SOQ must be self-contained, i.e. all of the information necessary to make a complete and comprehensive evaluation must be contained within the Respondent's SOQ. Respondent's should not assume that any County staff, that will be involved in the evaluation of the SOQs or Proposals, will have general knowledge of the firms or its Key Personnel.

4.3 EVALUATION FACTORS FOR THE RFQ

The County has identified the following factors and/or sub-factors that are of particular importance to the County. This information is provided here to assist Respondents in organizing their teams and preparing their SOQ.

4.3.1 QUALITATIVE EVALUATION FACTORS

SOQs will be evaluated based on the following four weighted criteria:

1. Qualifications and Experience (30%)
2. Demonstrated responsibility (20%)
3. Financial capability (20%)
4. Record of Past Performance (30%)

-
1. Qualifications and Experience (30%)

This criterion measures the qualification, capacity and team organization of the Respondent and Major Participants. Evaluation will focus on the strength, experience and integration of the proposed project team. Specifically, the County will consider:

- i. The overall capability and capacity of the Respondent and each Major Participant, including firm size, staffing levels, locations, and services offered;
- ii. The organizational structure and clarity of roles and responsibilities across all project phases (design, construction, and performance testing);
- iii. The team's demonstrated experience with large-scale, complex infrastructure projects, particularly those using design-build or progressive delivery models;
- iv. The qualifications, availability, and depth of experience of proposed Key Personnel, including required licenses and certifications;
- v. The extent of prior collaboration among team members on similar projects;

- vi. Geographic distribution and physical project presence to support effective coordination and communication;
- vii. The degree of team integration, including reporting relationships, technical leadership, and support functions such as QA/QC, safety, and contract management; and
- viii. Clear identification of any conflicts of interest and resolutions implemented to address.

Resumes for Key Personnel will be evaluated to assess education, experience, professional standing, role-specific qualifications, and the individual's time commitment to the Project.

2. Demonstrated responsibility (20%)

This criterion evaluates the Respondent's and Major Participants' legal and ethical responsibility, including their track record of compliance with applicable laws, regulations, and public contracting standards. Areas of particular focus include:

- Demonstrated ability to comply with New York State Labor Law, prevailing wage, and certified payroll;
- Licensing and legal standing of design professionals and construction firms under New York Education Law Articles 145, 147, and 148;
- Safety and environmental compliance, including regulatory history;
- Any history of citations, fines, violations, or legal actions taken by public agencies;
- Disclosures related to debarment, suspension, or misconduct;
- The Respondent's and Major Participants' commitment to MWBE and SDVOB participation goals and a clear strategy for achieving meaningful compliance during both the design and construction phases;
- References from prior clients, along with clear and detailed legal and regulatory disclosures, will be considered in this evaluation.

3. Financial capability (20%)

The County must have confidence in the Respondent's ability to meet the financial demands of this long-term, capital-intensive public project. This criterion evaluates the financial capacity and overall fiscal health of the Respondent and Major Participants. Considerations will include:

- Submission of complete audited (or CPA-reviewed) financial statements for the past three (3) fiscal years, including all required schedules and footnotes;
- Submission of a letter from a surety or financial institution demonstrating financial soundness;
- Credit ratings or reference letters from major financial institutions;

- Bonding capacity;
- Insurance experience;
- History of financial responsibility, including any bankruptcies, defaults, or surety claims within the past 10 years;
- Experience managing contractor-controlled insurance programs or similar risk mechanisms.

This evaluation will focus not only on financial stability but also on the Respondent's ability to manage project risk, maintain liquidity, and meet long-term contractual obligations.

4. Record of past performance (30%)

This criterion assesses the Respondent's and Major Participants' history of successful project execution, particularly on design-build projects of similar size and complexity. Evaluation will consider the following:

- A portfolio of relevant past projects completed or substantially completed in the last ten (10) years, including scope, delivery method, schedule and cost performance, and distinguishing features;
- Examples of strategy implemented on similar projects with similar complexities that resulted in successful projects, adhering to schedule and cost objectives of client;
- Examples of where life cycle value was provided to drive overall program costs down for a similar project;
- Specific roles played by the Respondent and Major Participants, including scope contributions, coordination with other firms, and success in delivering integrated services;
- Evidence of past schedule and budget adherence, including analysis of deviations and change orders;
- Strategies used to control costs and minimize schedule impacts;
- MWBE/SDVOB goal achievement on past projects;
- Claims history and approach to risk and dispute resolution;
- Evidence of successful collaboration among proposed team members on past joint efforts;
- Experience with Project Labor Agreements and demonstrated capacity to work within such frameworks.

4.4 REQUESTS FOR CLARIFICATION BY THE COUNTY

The Respondent shall provide accurate and complete information to the County. If information is not complete, the Respondent's SOQ can be considered non-responsive. If the information provided requires clarification, the County will notify the Respondent and request that the clarification be submitted within 24 hours or as otherwise specified by the County. Respondents will not be allowed to participate further in the procurement of the Project until all information required is provided. Any insufficient statements or

incomplete affidavits will be returned directly to the Respondent by the County with notations of the insufficiencies or omissions and with a request for clarifications and/or submittal of corrected documents. If a response is not provided, within the time frame specified by the County, the SOQ may be declared non-responsive.

The County may waive technical irregularities in the form of the SOQ that do not alter the quality or quantity of the information provided.

The County may, at its sole discretion, request clarifications from Respondents during the SOQ evaluation and Short-List process.

All requests and responses shall be in writing by e-mail. Responses should be limited to answering the specific information requested by the County.

The County does not anticipate conducting interviews during the RFQ process, but reserves the right to do so. If the County elects to conduct interviews, the Respondents shall be notified in writing or by e-mail.

Respondents must submit follow-up responses to inquiries by the County. Responses shall be submitted to the County's Designated Representative by e-mail no later than the deadline specified in the County's request for clarification.

In the event that a material error is discovered in the RFQ during the SOQ evaluation process, the County will issue an addendum to the RFQ and provide all Respondents an opportunity to submit either a new or a revised SOQ based upon the corrected RFQ.

4.5 DETERMINATION OF THE SHORT-LIST

The County will generate a list of responding entities that have demonstrated the general capability to perform the design-build contract. It is the intent of the County to prequalify approximately three (3) to five (5) to participate in the RFP process. The County reserves the right to prequalify additional or fewer Respondents at their sole discretion.

5.0 STEP TWO PROCUREMENT

This section is provided for informational purposes only so that each Respondent has information that describes the second step of the Project procurement process, including a summary of certain anticipated RFP requirements. The County reserves the right to make changes to the following, and the short-listed Respondents must only rely on the actual RFP when and if it is issued. This section does not contain requirements related to the SOQ.

5.1 REQUEST FOR PROPOSALS (RFP)

The Respondents remaining on the short list following Step One of the procurement process will be eligible to move to Step Two and receive an RFP. While the County may make the RFP available to the public for informational purposes, the County will not review any proposals submitted by anyone other than a short-listed Respondent.

The RFP will include among other things:

- A. Contract terms and conditions
- B. Project specific requirements
- C. Warranty and insurance requirements
- D. Specifications and performance parameters
- E. Reference drawings and documents.
- F. Project organization, documentation and centralized communication software requirements.
- G. Schedule requirements time allowable for design, construction and performance testing.
- H. The County's preliminary cost estimate range for the Project.
- I. Requirements for a cost loaded, resource-loaded Critical Path Method (CPM) schedule.
- J. Requirements for submitting Alternative Technical Concepts (ATCs).
- K. Agreements with County including pretreatment limits established
- L. Draft Permit Limits for Discharge

The ability to meet with County personnel will be offered to selected Respondents after the issuance of the RFP documentation. Final presentations and interviews will be expected for the short-listed candidates during the RFP process.

Preliminary terms and conditions have been included in the RFQ as Attachment 2 to make sure that the Respondent can comply with the preliminary requirements of the eventual contractual terms that will be finalized prior to issuance of the RFP.

Critical requirements for selection of the final award will be outlined in the RFP, including but not limited to:

- 60% Design Cost for Fab 1 and Fab 2
- Understanding of probable capital and operating costs for Fab 1 wastewater construction.
- Strategic Delivery and sequencing of project packages to meet major milestones
- Ability to work with long-term third-party operations, municipal team and other third parties seamlessly to deliver the overall project in a timely manner.

6.0 PROJECT DESCRIPTION

The information provided in this section does not reflect the content of the Step Two RFP documents. Instead, it is intended to help Respondents prepare their responses to the RFQ and gain an understanding of the key elements of the Project.

As per Section 1.0 of the RFQ, the Project will generally consist of the design and construction of a new ITT to treat industrial wastewater generated by industrial users located in and around the White Pine Commerce Park in Clay, New York.

Specifically, the Project will include an industrial treatment facility featuring advanced treatment for reclaimed water, an industrial wastewater pump station and associated conveyance mains, an administration and control building, solids handling facilities, and a river outfall. It will be designed and constructed within the following parameters:

- Construction of a state-of-the-art industrial water reclamation facility, which will include:
- Deep foundation system to support the building;
- Utilities; and
- Site improvements (e.g. access roads/driveways) and site utilities (power, water, sewer, data/communications and natural gas).

The main industrial discharge to ITT would be Micron New York Semiconductor Manufacturing LLC (Micron), a wholly owned subsidiary of Technology, Inc. Micron proposes to construct and operate a large-scale state of the art dynamic random-access memory (DRAM) semiconductor manufacturing facility in Clay, NY.

Micron is anticipated to implement various pretreatment steps and recycle water measures within the manufacturing campus to meet pretreatment requirements as set forth by OCDWEP for discharge to the OOWWTP ITT facility (pretreatment limits will be draft to Micron at time of issuance of the RFQ and are still subject to finalization pending further SPDES permit establishment and Micron-County agreement finalization).

The ultimate build-out of Micron and associated wastewater at the Oak Orchard Site will be 16.5 MGD for two “Fabs”, each having various “Mods”. Each Mod represents another section of the manufacturing area coming on-line contributing to an increase in wastewater. Fab 3 and 4 will require treatment expansion that will not be considered for design or construction in the forthcoming RFP document.

Reclaim Water will be needed to be supplied from the Oak Orchard Campus (both municipal and industrial) up to 12 MGD by the end of Fab 2 completion. There may need to be some strategy behind the amount each system provides but at this time the ITT will supply up to 8 MGD by the end of Fab 2 completion. This reclaim water shall be suitable for use in cooling towers back at Micron, the final quality requirements pending cooling tower vendor

selection and verification.

Strategic planning and modularity over the five (5) to eight (8)-year period to streamline capital expenditure and adaptation to changing wastewater conditions from Micron and/or permitting modifications will be key for the project success.

It is anticipated that there will be various GMP negotiations in a phased approach for delivery of overall capacity of the system over the five (5) to eight (8)-year period. The design for Fab 1 and 2 will be completed under the first issuance of GMP funding to ensure that the master planning for the overall campus including future additional treatment processes and areas as well as utilities and underground piping can be added at a later date or included in the initial construction, whatever makes the most sense.

The adjacent municipal treatment system will also be undergoing separate upgrades in response to growth in the Oak Orchard area. The selected Respondent is expected to work closely with the separate municipal expansion activities to drive optimization to shared utilities and infrastructure. This seamless work and collaboration will also be a key success factor for the overall project.

Further work to optimize the overall project execution between the municipal and industrial systems is ongoing as schedule and capacity requirements for each system are better understood as OCDWEP and OCDWEP PM team is working in parallel to this RFQ to further define and lay out Micron and community growth planning activities.

Permitting

OCDWEP is currently working on major environmental permitting for state pollution discharge elimination system (SPDES), air permitting, and wetland permitting with the New York State Department of Environmental Conservation (NYSDEC). The selected Respondent will be responsible to provide all information needed for OCDWEP and the OCDWEP program management (PM) team to finalize the overall permitting list. All other construction related permits are the responsibility of the selected Respondent.

| Approvals | Status | Responsibility to Complete |
|--|--|---|
| Section 404 of the Clean Water Act | Wetland and stream delineations complete. Permit to be submitted by County | OCDWEP (signatory) - Contractor prepare |
| State Pollutant Discharge Elimination System (SPDES) | Preliminary information developed. Permit to | OCDWEP (signatory)- Contractor prepare |

| | | |
|--------------------------------|---|--|
| | be submitted by County | |
| 6 NYCRR Part 201 | Preliminary information developed. Permit to be submitted by County | OCDWEP (signatory) - Contractor prepare |
| Part 360 Series | Permit to be initiated by Contractor | Contractor |
| NYSDOT, OCDOT, CSX Railroad | Contractor to initiate. | Contractor |

Design

ITT:

The project will include the design of a state-of-the art treatment plant that will serve a new chip manufacturing facility. The ITT facility will be constructed in a phased approach strategically to provide on time treatment capacity for Micron and other industrial users. The ITT facility will have an ultimate Treatment capacity of 16.5 MGD for Fab 1 and 2.

The preliminary design includes the following treatment units:

- Equalization
- Aerobic MBR Treatment
- Reverse Osmosis (Reclaim)
- Sludge Dewatering

Conveyance:

The project includes a conveyance system that will be connected to the Micron campus to the Oak Orchard campus. The conveyance system will include several pipes to convey wastewater to Oak Orchard and reclaim water back to Micron and other potential users in the White Pine Commerce Park.

ATTACHMENT 1: Onondaga County Department of Water
Environment Protection (OCDWEP)
Industrial Treatment Train (ITT) at Oak Orchard Wastewater
Treatment Plant (OOWWTP)
Conceptual Treatment Design Overview

Conceptual Treatment Design Overview

Project Overview

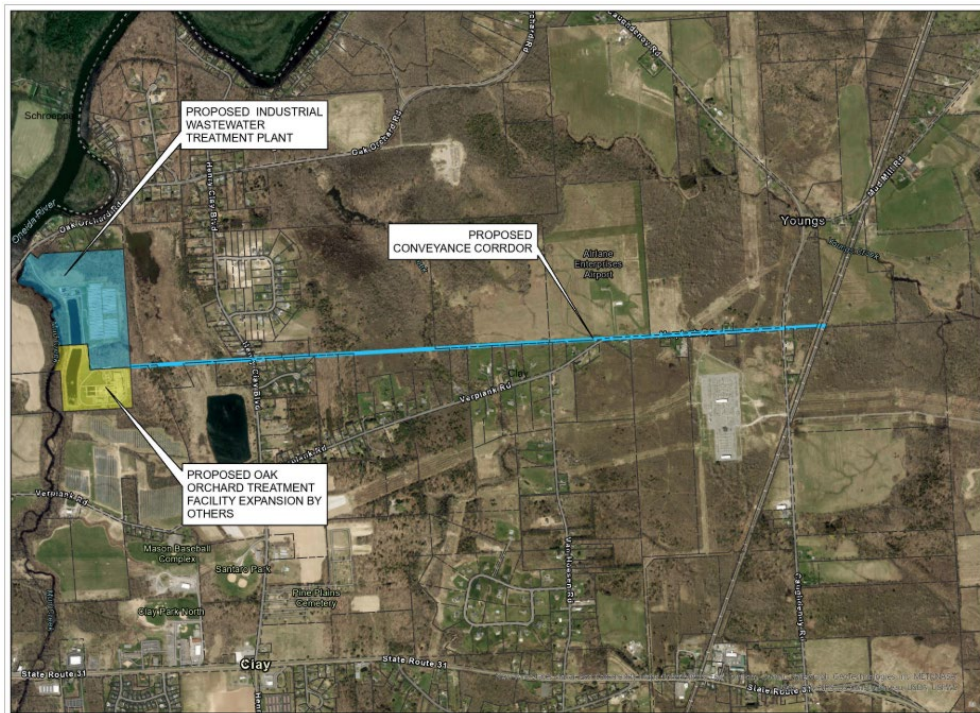
Micron Technology, Inc. (Micron) is proposing to construct a semiconductor manufacturing campus (Facility) in the Town of Clay, New York, at the 1,400-acre industrial park known as White Pine Commerce Park (WPCP).

Micron is planning to construct a total of four Fabrication Facilities (Fabrication 1 [FAB1], Fabrication 2 [FAB2], Fabrication 3 [FAB3], and Fabrication 4 [FAB4]) that will be built in two phases. Phase 1 will include the construction of FAB1 and FAB2, while FAB3 and FAB4 will be constructed in Phase 2.

Onondaga County (the County), through the Onondaga County Department of Water Environment Protection (OCDWEP), are collaborating with WPCP to provide an industrial wastewater treatment plant (ITT), as well as a reclaimed water facility. Wastewater will be generated from Micron as well as other potential industrial users that could be located in the WPCP area and conveyed to the ITT through a new pump station and forcemain. Micron is the only identified industrial discharger to ITT at this time.

OCDWEP is seeking the procurement of progressive design build (PDB) services for a greenfield industrial treatment train (ITT) to process industrial wastewater and produce reclaim water to be returned for utility make-up water and other uses. The ITT will be located at the Oak Orchard Wastewater Treatment Plant (OOWWTP) site.

Figure 1-1: Site Map



Technical Aspects

The Project will consist of a new ITT to serve the industrial wastewater discharge from the new Micron Facility and other potential industries that could be located near the WPCP. In addition, a reclaimed water facility to transfer reclaim water back to Micron and other potential users.

Both industrial wastewater and reclaim water will need new pump stations and force mains within the identified conveyance corridor or transfer wastewater from WPCP to new ITT and reclaim water back.

OCDWEP's objectives for this project include ensuring reliability, managing cost, phasing, and schedule, minimizing risk, promoting health and safety, and enhancing operability, accessibility, aesthetics, and adaptability, all while meeting County and industrial standards.

To support these goals, a range of conceptual treatment alternatives were evaluated using the following preliminary design criteria: (1) wastewater data provided by Micron, (2) discharge water quality requirements defined in the existing Oak Orchard State Pollutant Discharge Elimination System (SPDES) permit, (3) anticipated new SPDES discharge limits, including categorical limits, and (4) potential pretreatment limits that will need to be established with Micron and other industrial users.

This design criteria is still preliminary and will not be released at this time for the RFQ process as it will not be required to qualify respondents for the next RFP phase. Further development work and permitting activities are needed to advance this further and will be done in parallel to the RFQ/RFP process.

The anticipated wastewater flows from FAB1 and FAB2 are shown in the table below.

| | | FAB1 | | FAB2 | |
|------|-----|----------------|----------------|----------------|----------------|
| | | Summer Average | Winter Average | Summer Average | Winter Average |
| Flow | MGD | 6.8 | 8.25 | 13.60 | 16.5 |
| | gpm | 4,724 | 5,729 | 9,447 | 11,458 |

An alternatives analysis was performed to determine technically feasible alternatives for wastewater treatment. A maximum flow of 8.25 million gallons per day (MGD) for FAB1 and an additional flow of 8.25 MGD for FAB2 was used as the basis of evaluation of the alternatives. These alternatives outline the combination of treatment techniques utilizing biological, physical, and chemical treatment to meet the discharge and water reuse requirements.

Biological Treatment Aspects

The ITT will provide biological treatment for the wastewater generated during the operation of FAB1. The initial design of the ITT must also account for the anticipated upgrades to meet the required biological treatment capacity when FAB2 comes online. Preliminary treatment methods have been developed through the alternatives referenced above resulting in preliminary design concepts. These concepts will be further defined in the RFP documents; however, the selected PDB team will be responsible for completing additional analysis to determine the appropriate treatment process.

The initial treatment design will include an equalization tank to provide constant volume equalization and a diversion tank for surging flow equalization. The biological treatment will include nitrogen removal through nitrification and denitrification, a membrane bioreactor where membranes provide solids removal, and ultraviolet disinfection to treat potential pathogenic organisms before being

discharged to the Oak Orchard campus outfall pipe. The waste activated sludge will be thickened and the solids produced are intended to be disposed of in a landfill.

To treat the combined 16.5 MGD of flow during the operation of both FAB1 and FAB2, the same biological process with additional trains to meet the increased capacity of 16.5 MGD is expected. For Fab 2 effluent to meet water quality standards, additional treatment technologies may need to be considered.

Reclaim water is anticipated for Fab 2 including residual brine management. This will add reverse osmosis (RO) treatment; including pretreatment prior to RO feed to increase yield through RO membranes and protect RO membrane useful life. Additional treatment may be required after RO treatment pending final reclaim water quality and/or permitting needs.

7.2 ATTACHMENT 2

KEY TERMS

The following table has been prepared to provide a summary of the primary commercial terms and conditions for the Project. The commercial terms and conditions are subject to change prior to the issuance of the RFP.

| | |
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| Design-Build Agreement | The Design-Build Agreement between the County and the selected Respondent (the “Company”) shall: (i) describe the scope of the work, (ii) include a detailed line-item cost breakdown, (iii) list all drawings, specifications and other information on which the guaranteed maximum price is based, (iv) include the dates of substantial and final completion; and (v) include a schedule of unit prices. |
| Guaranteed Maximum Price | The Company shall design, construct and acceptance/performance test the ITT, for a guaranteed fixed price. |
| Monitoring Costs | The project will be executed in an open book approach so that the County shall be entitled to monitor and audit all costs and records. |
| Labor, Prevailing wages, and Project Labor Agreement | The Company shall provide local employment opportunities and wages in accordance with the New York State Prevailing Wage Law, and pursuant to a Project Labor Agreement. The Company is required to obligate every tier of building and construction trade subcontractor working on the project to comply with the Project Labor Agreement. This includes compliance monitoring and enforcement provisions consistent with the applicable Project Labor Agreement. |
| Retainage | The County will hold retainage until successful completion of performance testing and Acceptance. |
| Ownership | The County will own the land, the ITT and accompanying infrastructure. |
| Design-Build and Performance Testing Responsibility | The Company shall have complete responsibility for the design, construction and performance testing/acceptance of the ITT. The County will not have any such responsibility. The Company shall complete the design to the 100% level, and complete the ITT according to the final design. Company shall be responsible for complying with any |

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| | <p>requirements imposed by Applicable Law, including by any Governmental Body, relating to the development of the ITT.</p> <p>The Company shall develop and comply with a construction management plan for project organization, design, procurement, construction, supervision, worker safety, and performance/acceptance testing for the ITT.</p> |
| Minority Women and Service Disabled Veteran - Owned Business Enterprises | Company shall comply with the objectives and goals with regard to MWBE/SDVOB requirements and, for projects or public works receiving federal aid, applicable federal requirements for disadvantaged business enterprises or MWBE/SDVOB's. |
| Professional Services | Any professional services regulated by articles 145, 147 and 148 of the education law shall be performed and stamped and sealed, where appropriate, by a professional licensed in accordance with the appropriate articles of the education law. |
| Failure to Achieve Substantial Completion and/or Scheduled Acceptance Date | Failure of the Company to achieve Substantial Completion and/or Acceptance prior to the date scheduled therefore, will require the Company to pay the County delay-liquidated damages. Failure to achieve Acceptance will require the Company to pay the County acceptance-liquidated damages and will constitute an event of default for which the County may terminate the Design-Build Agreement without providing further notice or a cure opportunity. |
| Warranties and Warranty Bond | <p>The Company shall warrant to the County that the structures, improvements, fixtures, machinery, equipment and materials incorporated in the ITT will be new, of recent manufacture, of good quality, free from faults and defects, suitable for its intended purpose and in conformity with applicable contract standards. Such warranties shall commence upon Acceptance and stay in effect until 24 months following the Acceptance Date, except for the warranty against latent defects, which shall terminate in accordance with Applicable Law.</p> <p>The Company shall also provide and/or assign all applicable manufacturers' warranties.</p> <p>The County may require a bond to secure the warranty work.</p> |
| Contract Security: Guaranty to the County | A Guaranty may be required that will provide that the Guarantor shall absolutely, presently, irrevocably and unconditionally guaranty to the County that the Company |

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| | will perform and observe all of the covenants and agreements it entered into under the Design-Build Agreement. |
| Contract Security: Letter of Credit. | The Company may be required, at its own cost and expense, to provide and maintain a letter of credit ("LOC") for the benefit of the County in an amount determined by the County prior to Acceptance of the ITT. The LOC amount shall be adjusted to reflect CPI changes. The LOC shall be furnished in addition to the Guaranty. The LOC may be increased if there is a material decline in the Company's or Guarantor's credit standing. The LOC shall be in a form presentable in New York. |
| Contract Security: Design-Build Performance Bond and Labor and Materials Payment Bonds. | <p>As further security for the performance of the Design-Build Agreement, the Company shall provide a design-build performance bond and a labor and materials payment bond, each in an amount equal to 100% of the Fixed Design-Build Price, in a form acceptable to the County, with the County as co-beneficiary. Such bonds shall be in form approved by the County, and shall be issued by a surety company or companies rated "A" or better per current A.M. Best Company ratings and listed in the United States Treasury Department's Circular 570. Such surety shall be properly registered and licensed to conduct business in the State.</p> <p>The Design-Build Performance Bond required shall expressly remain in full force and effect through the completion of all Performance/Acceptance Testing and until the County has issued written Acceptance of the ITT. Such bond shall secure the Company's obligations to complete the ITT in accordance with the final design, to achieve all performance requirements set forth in the Design-Build Agreement, and to correct any defects or deficiencies identified during the Performance/Acceptance Testing period, including any re-testing required. The surety issuing the bond shall acknowledge and agree to this extended coverage in its bond form. The Design-Build Performance Bond shall not be released or reduced prior to Acceptance, except with the written consent of the County.</p> |
| Required Insurance | The Company shall arrange for, obtain in its own name, and pay for all Required Insurance, which must remain in place throughout the Performance Testing period. The Company shall be responsible for all deductibles, which will not be reimbursable by the County. Insurance limits shall be set |

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| | forth in the RFP. |
| Events of Default | <p>Events of Default by the Company Without Further Notice and Cure Opportunity.</p> <p>Events of Default by the Company which will permit termination of the Design-Build Agreement with the County without notice and cure opportunity consist of:</p> <p>(1) Except to the extent excused by Uncontrollable Circumstances or County fault, failure to complete construction or the abandonment of the project; (2) default of a Guarantor under a Guaranty Agreement; (3) Bankruptcy or insolvency (whether voluntary or involuntary) of the Company or Guarantor; (4) Failure of Company to maintain any security instrument; (5) Failure to achieve Acceptance prior to the Scheduled Acceptance Date.</p> <p>Events of Default by the Company which will permit termination of the Design-Build Agreement only with notice and cure opportunity consist of: (1) failure to pay undisputed amounts owed the County within 60 days; or (2) failure to comply with the Design-Build Agreement. The Company shall have a reasonable time period to cure such breaches, so long as it is diligently trying to achieve compliance.</p> |
| No consequential or punitive damages | No consequential or punitive damages shall be payable on any claims arising out of the performance or non-performance of obligations under the Design-Build Agreement, by either the County or the Company. Notwithstanding the foregoing, nothing in this Section shall limit or exclude liability for gross negligence, willful misconduct, or fraud. |
| Intellectual Property | The County must have perpetual license rights for operation, maintenance, and future modifications to any proprietary systems or software in the ITT. |
| Indemnification | The Company shall protect, indemnify and hold harmless the County and its officials, employees, agents, and representatives from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Company or any of its officers, members, employees, |

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| | agents, or representatives in connection with its obligations or rights under the Design-Build Agreement, (2) the performance testing of the ITT by or under the direction of the Company, and (3) the performance or non-performance of the Company's obligations under the Design-Build Agreement. |
| Subcontractors | The County will have the right to approve all subcontractors hired by the Company. If the Company contracts with a subcontractor to perform any of the Company's obligations set forth herein, the County may, for reasonable cause as determined by the County, require the Company to terminate such subcontractor and replace such subcontractor with one satisfactory to both parties. The Company shall bear all risks relating to the failure of any subcontractor, of any tier, to perform. |