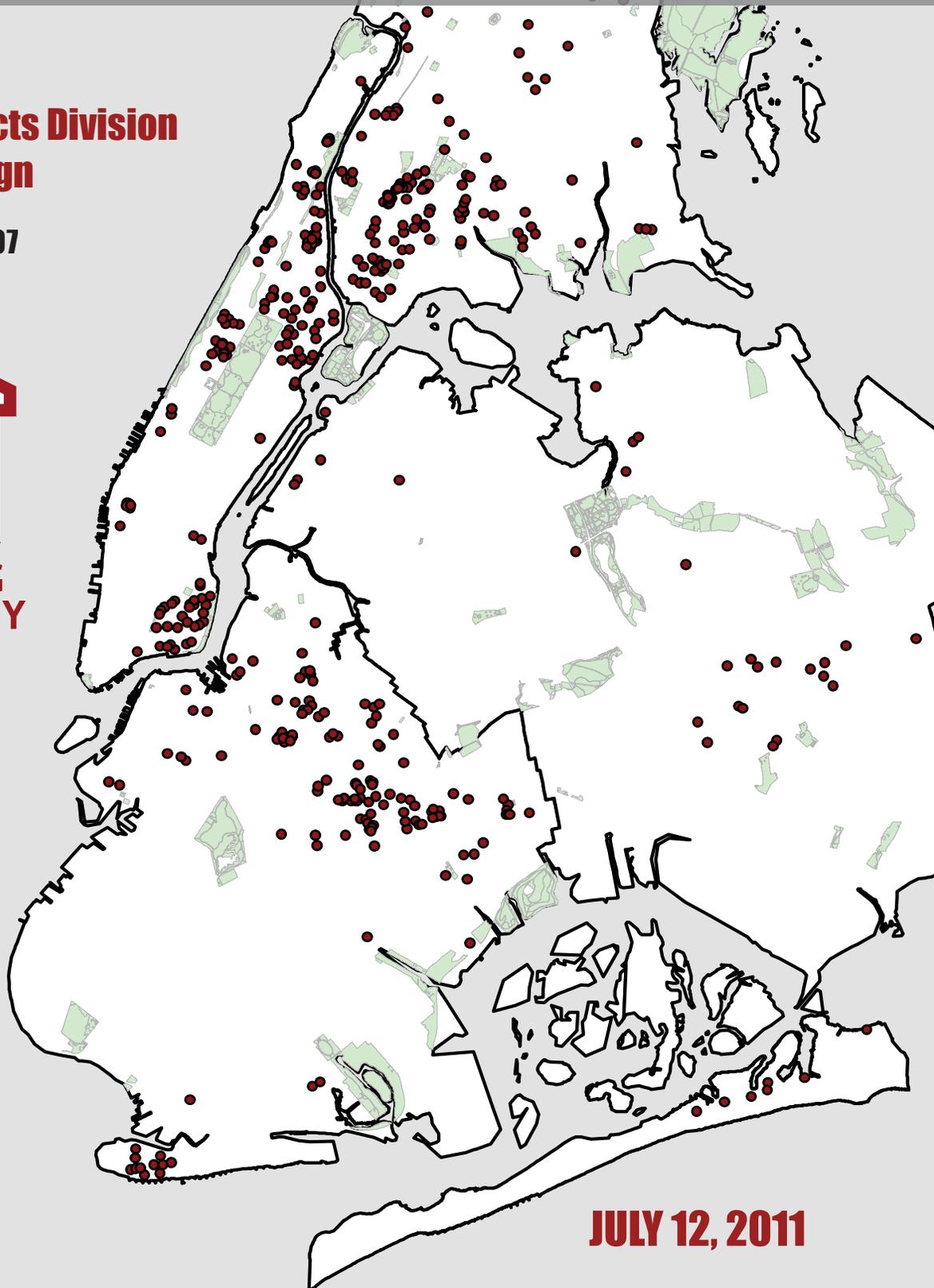


Request for Proposals for

ARCHITECTURAL AND ENGINEERING SERVICES

Capital Projects Division
Office of Design
90 Church Street
New York, NY 10007



JULY 12, 2011

Request for Proposals for
ARCHITECTURAL AND ENGINEERING SERVICES

NEW YORK CITY HOUSING AUTHORITY
250 Broadway, New York, New York 10007

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Chairman

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Vice-Chair

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Prepared by:

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NEW YORK CITY HOUSING AUTHORITY
REQUEST FOR PROPOSALS
FOR
ARCHITECTURAL AND ENGINEERING SERVICES

NEW YORK CITY HOUSING AUTHORITY’S COORDINATOR

The New York City Housing Authority’s coordinator (“**NYCHA’s RFP Coordinator**”) for ALL matters concerning this Request for Proposals (“**RFP**”) is:

Ms. Kristine Simmons
Team Leader, Task Order Unit
New York City Housing Authority
Capital Projects Division
90 Church Street, 12th Floor
New York, New York 10007

E-mail: ae.rfp@nycha.nyc.gov

References herein to NYCHA’s RFP Coordinator shall include her designee.

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All exhibits (“**Exhibits**”) referenced above (including attachments (“**Attachment(s)**”) are attached to this RFP and made a part hereof.

SECTION I

OVERVIEW

A. Introduction

The New York City Housing Authority (“**NYCHA**”) is a New York State chartered public benefit corporation created in 1934. NYCHA is the largest public housing authority in North America and operates 334 housing developments (“**Developments**”) throughout the five (5) boroughs of New York City. NYCHA manages approximately 178,882 apartments in 2,602 residential buildings containing 3,324 elevators, houses over 403,995 authorized residents, has approximately 11,686 employees, and administers a citywide Section 8 Leased Housing Program covering approximately 95,807 rental apartments. NYCHA also oversees a network of over 400 community facilities that includes community centers, senior centers, health care centers, day care centers, and Head Start educational centers.

NYCHA is issuing this RFP to invite qualified New York licensed architecture and engineering (“**A&E**”) consulting firms (each, a “**Proposer**” and collectively, the “**Proposers**”), to submit proposals (“**Proposal(s)**”) to NYCHA to provide NYCHA, on an “as-needed” or “requirements” basis at various Developments (or “**Sites**”), with project (“**Project**”) specific professional services (“**Services**”) in connection with the construction, rehabilitation/renovation and/or expansion of NYCHA owned residential and non-residential facilities along with possible new construction. Minority, Women, and Small Business Enterprises (“**M/W/SBE**”) are strongly encouraged to submit Proposals in response to this RFP.

NYCHA intends to select the Proposers it determines to be the most qualified (the “**Selected Proposers**” or the “**Consultants**”) and will enter into an agreement (“**Agreement**”) with each such firm for the Services (or “**Scope of Work**”) detailed in **Exhibit A** hereto. It is anticipated that the maximum available funding for the sum of all Agreements to be awarded in connection with this RFP shall not exceed a total of **\$60 million**. This funding shall be allocated across multiple requirements Agreements in various levels of magnitude in NYCHA’s discretion.

Each Agreement will have a five (5) year term (“**Term**”). All Services will be requested by NYCHA from the Selected Proposers pursuant to task orders (“**Task Orders**”) issued by the Office of Design of NYCHA’s Capital Project Division (“**CPD**”). Task Orders may be issued by NYCHA up to and including the last day of the Term. Selected Proposers will be required to perform and complete all Task Order work even if the time it takes to complete such work goes beyond the conclusion of the Term. If need be, NYCHA may issue supplemental Task Order(s) (“**Supplemental Task Order(s)**”) to clarify, supplement or amend previously issued Task Order(s) and may do so subsequent to the conclusion of the Term should the underlying Task Order work not yet be complete and NYCHA deem it necessary to do so. No **new** Task Orders will be issued subsequent to the Term’s five (5) year conclusion. NYCHA seeks, however, to complete all requested Services during the five (5) year Term of awarded Agreements.

Selected Proposers will be compensated for Task Order (and Supplemental Task Order) work based upon the fees proposed within Proposals submitted to NYCHA in response to this RFP. (See **Exhibit C, Attachment #3.**) Selected Proposers will be required to hold these prices (or as same may be adjusted prior to Agreement award), with respect to all Task Orders (and Supplemental Task Orders) issued in connection with their Agreement.

The actual Services requested by NYCHA in Task Orders and Supplemental Task Orders will be based upon NYCHA reconciling, among other things, its precise need for professional A&E Services with the skills and abilities of the Selected Proposers. This reconciliation will allow NYCHA to structure and issue Task Orders in such a manner to ensure that the strengths of the Selected Proposers are best matched to the needs of NYCHA. NYCHA may issue more than one (1) Task Order to each Selected Proposer and reserves the right to not issue any Task Orders during the Term of the Agreement if it so elects.

B. NYCHA's Capital Projects Division

CPD is responsible, in conjunction with other NYCHA Divisions and Departments, for planning and implementing all construction related Projects undertaken by NYCHA. The categories of capital projects include:

- Building Exteriors (fire escapes, terraces, exterior stairs, structural ceiling repairs, structural column repairs, roofing, brick and concrete work);
- Building Systems (plumbing upgrades and ventilation, electrical upgrades, heating, boilers, compactors, roof tanks, elevators, building entrances, and security);
- New Construction and Major Renovations (all NYCHA community centers, police services areas and major renovations); and
- Site Improvements (exterior compactors, exterior lighting, fuel oil tanks, grounds, ramps and underground utilities).

C. **RFP Timetable**

1. The release date of this RFP is **Tuesday, July 12, 2011**. (the “**Release Date**”).
2. A **non-mandatory** Proposers’ conference (“**Proposers’ Conference**”) will be held on **Wednesday, July 27, 2011 at 10:00** in NYCHA’s Ceremonial Room located on the 5th floor of NYCHA’s offices located at 90 Church Street, New York, New York 10007. Although not required, attendance is recommended for all interested Proposers. NYCHA additionally recommends that prospective Proposers submit written questions to NYCHA’s RFP Coordinator via e-mail in advance of the Proposers’ Conference, but in no event later than **9:00 a.m. on Monday, July 25, 2011**. Questions submitted must include the Proposer’s name as well as the name, title, address, telephone number, fax number and e-mail address of the individual to whom responses to the questions should be given. Proposers will be permitted to ask additional questions at the Proposers’ Conference.
3. NYCHA will endeavor to provide all firms that received a copy of this RFP with the questions posed, along with NYCHA’s responses, no later than (5) five business days following the Proposers’ Conference.
4. Proposals must be received by NYCHA no later than **4:00 p.m. on Wednesday, August 10, 2011** (the “**Proposal Submission Deadline**”). Proposers should refer to **Section III(B)** of this RFP for details on Proposal packaging and submission requirements.
5. The anticipated award date of the Agreements is on or about **October 3, 2011**.

SECTION II

SCOPE OF WORK AND COMPENSATION

A. Scope of Work

NYCHA seeks to have architectural and engineering Services performed by Consultants for Projects at various Developments, which may require the development of contract documents (“**Contract Documents**”). Subsequent to NYCHA’s award of one (1) or more Agreements to Selected Proposers and as NYCHA’s need for the Services set forth within **Exhibit A** arises during the Term of awarded Agreements, the Deputy Directors of CPD’s Office of Design will solicit proposals for specific Scopes of Work from Consultants and make the selection of a particular Consultant to receive a written Task Order. Upon finalization of the Task Order (*i.e.*, execution thereof by authorized representatives of both parties), the Consultant shall provide the requested Services in accordance with its Agreement and as same may be modified and/or supplemented by the issued Task Order. The Task Order will include additional details pertaining to the specific work required by NYCHA of the Consultant with respect to the related Project. Task Orders will address, among other things:

1. a description of the Project for which Services are required;
2. the specific Services to be performed by the Consultant (see **Exhibit A** to this RFP);
3. payment schedule (“**Payment Schedule**”) (see **Exhibit B** to this RFP);
4. any requirements for scheduling and/or phasing of the Services;
5. time frame for completion of the Services;
6. the overall not-to-exceed amount (including reimbursable expenses (“**Reimbursable Expense(s)**”)) for the specific Task Order, which shall be further broken down into various amounts depending on the required Services and method(s) of payment; and
7. any additional items specific to the Task Order not addressed in the Consultant’s Agreement.

B. Compensation

Payment for Services defined by Task Orders and performed by the Consultant under the Agreement with NYCHA shall be by either a lump sum design fee (“**Design Fee**”) to be paid by NYCHA to the Consultant in installments upon completion of each phase of work (see **Section A** of **Exhibit B** hereto) or by “time card” (*i.e.*, on an “hourly basis”) with a not-to-exceed amount paid monthly based on the verified amount of hours and work produced. NYCHA reserves the right to modify the Payment Schedule in **Exhibit B** as it relates to the applicable Task Order.

SECTION III

PROCEDURES

A. General Information

1. Communications With NYCHA

- (a) From the Release Date until the award by NYCHA of the Agreements to the Selected Proposers, the only contact any of the Proposers may have with NYCHA regarding this RFP is with NYCHA's RFP Coordinator. Proposers should rely only on representations, statements or explanations contained in this RFP, in documents that NYCHA may provide to the Proposers, and in such formal written addenda to this RFP as may be issued by NYCHA prior to the Proposal Submission Deadline. Proposers must not rely on any material, whether written or oral, that the Proposer receives from any other source.
- (b) In the event a Proposer seeks an explanation regarding the meaning of any term or condition of this RFP, such request for an explanation must be requested of NYCHA's RFP Coordinator in writing or via e-mail, no later than 10 business days prior to the Proposal Submission Deadline. In the event NYCHA determines that it is necessary to respond to the inquiry, such response will be furnished to all firms that received a copy of this RFP as an addendum to the RFP.
- (c) It is the Proposer's responsibility to ensure that it has a complete and thorough understanding of all requirements, expressed or implied, regarding what NYCHA expects from the Proposer as set forth in this RFP, prior to submitting its Proposal. By submitting a Proposal, the Proposer covenants that it will not make any claims for, or have any rights to damages because of, any misinterpretation or misunderstanding of the Services as described in **Exhibit A** to this RFP, or because of any other misinformation or lack of information regarding the contents of this RFP (including Exhibits and Attachments).

2. Modifications; Negotiations

- (a) A Proposer may submit a modified Proposal to replace any or all sections of a previously submitted Proposal up until the Proposal Submission Deadline. NYCHA personnel will not insert pages or otherwise modify the Proposer's Proposal. The Proposer has the full responsibility for ensuring that its final Proposal has been submitted in the desired form before the Proposal Submission Deadline. The front cover of a modified Proposal must identify the submission as a modified Proposal and include the date on which the modified Proposal is submitted.

- (b) NYCHA reserves the right to issue addenda to correct, modify or supplement this RFP (including any part of an Exhibit or Attachment) or other requirements, terms or conditions hereof, prior to the Proposal Submission Deadline by sending written notification to each firm that received a copy of this RFP. NYCHA will advise such prospective Proposers regarding any corrections, modifications or supplementations NYCHA makes to this RFP. If, in NYCHA's sole judgment, additional time is required for Proposers to respond to any addenda issued, NYCHA may grant an extension of time to all Proposers.
- (c) NYCHA reserves the right to communicate with any of the Proposers, but NYCHA is not obligated to do so. NYCHA may discuss the Proposals of any Proposers concurrently or sequentially, as NYCHA may determine to be in its best interest. No Proposer has any rights against NYCHA arising from any such invitation to a discussion, or from any negotiations that may arise pursuant to the discussions.
- (d) Proposers must comply with all requests for information from NYCHA and, if requested by NYCHA, appear for discussions. If a Proposer fails to appear within the time period given (or within any time extension that NYCHA may grant), NYCHA may deem such failure to be an act of non-conformance with the requirements of this RFP, which will permit NYCHA to award an Agreement to another Proposer or to solicit new Proposals. In furtherance of and not in limitation of the foregoing, before any final awards are made, a Proposer may be required to produce more detailed information concerning, among other things, the professional background of those persons who own and manage such Proposer; provide a report on the financial background of such Proposer; and/or provide information concerning the nature and status of any past, pending or threatened charges or actions (including lawsuits, criminal or disciplinary actions, administrative proceedings by any governmental or regulatory agency or bankruptcy action) against such Proposer or any of its partners, directors, officers, employees or shareholders, as the case may be.

3. Withdrawal of Proposals

(a) Prior to Proposal Submission Deadline

A Proposer may withdraw its Proposal from consideration at any time prior to the Proposal Submission Deadline by notifying NYCHA's RFP Coordinator in writing of its desire to withdraw the Proposal.

(b) After Proposal Submission Deadline

Proposers may not withdraw their Proposals for a period of 180 calendar days following the Proposal Submission Deadline, unless written permission is granted by NYCHA's Bid Review Board.

4. Postponement or Cancellation of This RFP; Rejection of Proposals

NYCHA reserves the right to postpone or cancel this RFP, to reject any and all Proposals, to solicit new Proposals and/or to not award any Agreements pursuant to this RFP if NYCHA shall deem it in its best interest to do so.

5. Costs Incurred by Proposers

NYCHA is not liable for any costs that a Proposer incurs in connection with preparing its Proposal, for any work performed in connection therewith, or for travel expenses related thereto (including, without limitation, expenses related to attending the Proposers' Conference or interviews with NYCHA in connection with the Proposal evaluation process). NYCHA's receipt of a Proposal from a Proposer in no way obligates NYCHA to that party.

6. Confidential Information

- (a) Certain information that NYCHA may furnish in connection with this RFP may be labeled as confidential and should be treated as proprietary information of NYCHA by each recipient of this RFP. By the Proposer's receipt of this RFP, the Proposer agrees not to (i) disclose any part or all of such confidential information furnished to the Proposer pursuant to this RFP to any party, including, without limitation, any law firm or any corporate or government office, except to the extent essential to the preparation of the Proposal, and to secure from any party to whom a disclosure is made under this provision a commitment not to disclose such information to any other party, or (ii) use such information for any purpose other than to prepare a Proposal in response to this RFP.
- (b) A Proposer must clearly designate in its Proposal those portions of the Proposal, if any, that the Proposer believes are trade secrets or are maintained for the purposes of commercial enterprise that, if disclosed would cause substantial injury to the competitive position of the Proposer. **To the extent the law permits (i.e., Section 89 of the New York State Public Officers Law), NYCHA will hold the designated portions of the Proposal in confidence.**

7. Public Announcements

News releases or other public announcements relating to this RFP must not be made by any party receiving this RFP without the prior written approval of NYCHA.

8. NYCHA Discretion

NYCHA, in its sole discretion, may waive what it considers to be non-material non-conformance by a Proposer with the requirements of this RFP.

9. Sub-Consultants

Where required Services cannot be provided by the Proposers' in-house staff, the Proposer(s) shall engage, at their sole expense, all engineers, cost estimators, expeditors, surveyors, architects, landscape architects, experts and/or consultants (hereafter referred to as "**Sub-consultants**") as may be required for the proper performance of the Services, but none shall be engaged without prior written approval of NYCHA.

The Proposer alone shall be responsible for the performance and accuracy of the work of all Sub-consultants, including maintenance of schedules, coordination of their work, and resolution of all differences between them.

The Proposer shall pay the Sub-consultants fees commensurate with the professional services rendered. It is understood that all Sub-consultants shall be retained by the Proposer, and that the Proposer alone is responsible for the performance of the Sub-consultant and their compensation for services provided. The Proposer shall inform all Sub-consultants of the terms and conditions of the Agreement relating either directly or indirectly to the services to be performed by the Sub-consultant, and the Proposer shall stipulate in each and every sub-contract with Sub-consultants that all services strictly comply with the requirements of the Agreement, and the Consultant shall furnish NYCHA with copies of all sub-contracts. All Sub-consultants and/or sub-contractors are subject to NYCHA's contracting requirements, including those governed by any Equal Employment Opportunity statutes, regulations or NYCHA policies.

10. Minority, Women and Small Business Enterprise Subcontracting Requirements

If the Consultant will be subcontracting any part of the Scope of Work, it shall submit written evidence or other proof which shows that M/W/SBE subconsultants have been solicited and given an equal opportunity to submit proposals, and that such proposals have been given consideration for award. NYCHA's Department of Equal Opportunity maintains a listing of minority contractors, consultants and vendors which is available upon request. (See <http://www.nyc.gov/html/nycha/html/business/mwsbe.shtml> <last accessed on June 27, 2011>.)

"M/W/SBE" means Minority, Women, and Small Business Enterprises as defined as follows:

- (a) Minority Business Enterprise ("**MBE**") means a business that is at least 51% owned by one (1) or more minority group members; or, in the case of a publicly-owned business, one (1) in which at least 51% of its voting stock is owned by one (1) or more minority group members, and whose management and daily business operations are controlled by one (1) or more such individuals. For this purpose, minority group members include: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic

persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Native American or Alaskan native persons having origins in any of the original peoples of North America; (iv) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (v) those groups of United States citizens or resident legal aliens designated by the Small Business Administration or any group designated in regulations developed by the Secretary of the United States Department of Housing and Urban Development (“HUD”).

- (b) Women Business Enterprise (“WBE”) means a business that is at least 51% owned by one (1) or more women who are United States citizens or resident legal aliens; or, in the case of publicly owned businesses, one (1) in which at least 51% of the stock is owned by one (1) or more women who are United States citizens or resident legal aliens and whose management and daily operations of the business are controlled by one (1) or more such women.
- (c) Small Business Enterprise (“SBE”) means a business that is owned by one (1) or more persons who are United States citizens or resident legal aliens, with a place of business located in the United States, operates primarily within the United States and is sized consistently with the requirements set forth in 13 CFR Section 121.201, which defines size standards for small businesses, based on either annual receipts or the number of employees.

11. Implementation of “Section 3” HUD Mandate

- (a) The following, and **Exhibit E** (Section 3 Clarifications), are provided to clarify Section C of **Exhibit D**, “Employment, Training and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.”
- (b) Section 3 is a HUD mandate that employment and other economic opportunities generated by federal assistance to public housing authorities shall, to the greatest extent feasible, be directed to public housing residents and other low and very-low income persons of the community.
- (c) Consultants and sub-consultants may demonstrate compliance with Section 3 by committing to employ “**Section 3 Residents**” (public housing residents and other low and very-low income persons of the community) as 30% of the aggregate number of new hires for the work generated by the issuance of Task Orders under the Agreement to be issued in connection with this RFP.
- (d) Section 3 employment also applies to Consultants hiring “**Section 3 Business Concerns**” as sub-consultants that provide economic opportunities to low and very-low income persons. “Section 3 Business Concerns” are businesses that:

- i. are 51% or more owned by Section 3 Residents;
 - ii. employ Section 3 Residents for at least 30% of their permanent, full-time workforce; or
 - iii. subcontract at least 25% of the total dollar amount of all subcontracts to the above-mentioned businesses.
- (e) NYCHA’s first priority for hiring under Section 3 is for residents of its Developments. Consultants are required to submit a Section 3 Hiring Plan (“**Hiring Plan**”) for NYCHA’s review and approval. (See **Exhibit C, Attachment #4.**) The Hiring Plan requires the Proposer to:
- i. identify the number of positions by trade and skill level that will be targeted to be filled by Section 3 Residents; and
 - ii. make a good faith effort to utilize Section 3 Residents in filling vacant training and employment positions.
- (f) NYCHA’s Resident Employment Services Department (“**RES**”) will assist Consultants to meet Section 3 requirements by referring qualified and eligible Section 3 Residents.

B. Proposal Packaging and Submission Requirements

1. Each Proposer is required to submit one (1) signed original and five (5) copies of its technical proposal (“**Technical Proposal**”) and two (2) signed originals of its fee proposal (“**Fee Proposal**”). The originals must be clearly labeled as such. If there are any differences between the original and any of the copies, the material in the original will prevail.
2. Each original Proposal must be signed by a principal or officer of the Proposer who is duly authorized to commit the Proposer to fulfilling the Proposal. The copies may have original signatures or photocopies of the signatures. All Proposals and accompanying materials become the property of NYCHA and will not be returned to the Proposer.
3. The Proposer must include its complete return address on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. Such outer envelope or wrapper should be sealed and addressed as follows:

FROM: Proposer’s Name Proposer’s Address	TO: New York City Housing Authority Capital Projects Division 90 Church Street, 11 th Floor New York, New York 10007
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Proposal Submission Deadline: Wednesday, August 10, 2011	Attn: Ms. Kristine Simmons Team Leader, Task Order Unit
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4. Proposals may be mailed or hand delivered to NYCHA at the above address and must be **RECEIVED** by NYCHA no later than **4:00 p.m.** on the Proposal Submission Deadline date. Hand delivered Proposals will be accepted ONLY between the hours of 9:00 a.m. and 4:00 p.m., Mondays through Fridays, excluding holidays observed by NYCHA, which include New Year's Day, Martin Luther King, Jr., Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day. A Proposal that is late by no more than one (1) hour after the Proposal Submission Deadline may be accepted when NYCHA, in NYCHA's sole discretion, determines that it is in the best interest of NYCHA to do so. In such event, any other late Proposal received during the period of extension will be similarly accepted. NYCHA will **NOT** accept Proposals submitted electronically, such as via e-mail or fax.
5. NYCHA encourages Proposers to prepare and reproduce Proposals on recycled paper. Paper shall be deemed "recycled" if it contains a minimum content of 50 percent waste paper. Proposals meeting this threshold shall bear the legend on the bottom of the cover, "Printed [Reproduced] on Recycled Paper."

C. Proposal Content Requirements

1. PROPOSAL PART I: REQUIRED DOCUMENTS - TECHNICAL PROPOSAL

The Proposer must demonstrate, to the satisfaction of NYCHA, that it has the skill and experience, as well as the necessary personnel and financial resources, to provide the Services in a satisfactory and timely manner. The following documents and information must be included in this part of the Proposer's Proposal, in the sequence indicated, and in clearly identifiable subsections, except for those items that must be placed in separately sealed envelopes as indicated:

- (a) A completed Contact Sheet, **Exhibit C, Attachment #1**.
- (b) A table of contents.
- (c) An introductory cover letter of no more than two (2) pages (i) providing an overview of the services that the Proposer offers, and (ii) noting whether the Proposer is primarily an architectural or engineering firm.
- (d) Documentation that demonstrates the Proposer's ability to satisfy the "**Minimum Qualifications**" as defined in **Section IV(A)** (below) of this RFP.
- (e) A completed **Exhibit C, Attachment #2**, identifying all "**Key Personnel**" and Sub-consultants.
- (f) An organizational chart and résumés of Key Personnel and Sub-consultants.

- (g) **Summary:** The Proposal must contain a brief statement of the salient features of the Proposal, including an explanation/description of the Proposer’s design approach, demonstration of the Proposer’s ability to manage complex projects involving multiple Sub-consultants at multiple sites, as well as the Proposer’s ability to provide personnel with relevant experience.

Provide a work plan that describes the Proposer’s approach and methodology for carrying out the Services. The Proposal shall identify potentially problematic issues perceived and corresponding solutions to be implemented. The Proposer shall address such topics as coordination, scheduling, and the timely delivery of deliverables.

- (h) **Corporate Structure:** Provide a brief description of the corporate structure of the Proposer as it relates to their Sub-consultants. Indicate which of the officers of the Proposer (or any other affiliate or parent company) will have influence over the management of Task Orders. Indicate the chain of command and provide explanations of the organizational/corporate structure of the Proposer and/or Sub-consultants down to the level of staff who will be working directly with NYCHA.

- (i) **Legal Existence:** Proof of the Proposer’s legal existence and identity (i.e., whether it is a corporation, not-for-profit corporation, partnership, sole proprietorship, or other form of organization). If the Proposer was not organized under the laws of the State of New York, proof that the Proposer is qualified to do business in New York. If the Proposer is conducting business under an assumed name, a copy of the certificate required to be filed pursuant to the General Business Law of the State of New York.

Joint ventures are prohibited as NYCHA seeks to engage only one (1) prime entity per Agreement and will not award an Agreement to a Proposer based upon a Proposal wherein one (1) Proposer is “in association with” or in joint ventures with another firm. Proposals indicating a relationship between two (2) or more firms will only be considered and evaluated if one (1) of the entities is identified as the entity that will enter into the Agreement with NYCHA. All other entities identified as part of a Proposer’s team may only perform as a consultant to the prime entity under a separate contract between the two (2) entities.

- (j) **Key Personnel:** The Proposer must identify by name and title all personnel who will be on a project team performing the required Services. A résumé for each person on the project team should also be submitted including past performance on similar projects and a summary of those projects. One person must be identified as the Project Manager (the “**Project Manager**”), who will be responsible for coordinating the work effort. Use **Exhibit C, Attachment #2** (Part A) to list the names and titles of Key Personnel required for an Agreement.

- (k) **Sub-Consultants**: In the event that the Proposer intends to engage a Sub-consultant to provide a portion of the required Services, the Proposer must identify, in its Technical Proposal, the proposed Sub-consultant(s), the amounts and type of Services to be performed by the Sub-consultant(s), and the Sub-consultant's relevant experience and qualifications. In the event that the Proposer identifies a Sub-consultant in its Technical Proposal, the experience of the Sub-consultant will be considered in the evaluation of the Proposer's compliance with the technical criteria set forth in this RFP. Proposers shall:
- i. utilize Part B of **Exhibit C, Attachment #2** to identify by name the Sub-consultants the Proposer intends to use for performing the Services; and
 - ii. ensure that the Sub-consultant (a) has a record of business integrity, free of any significant legal penalties or judgments for the last five (5) years, and (b) has a record of successful compliance with all applicable regulatory requirements.
- (l) A completed **Exhibit C, Attachment #4**, Section 3 Hiring Plan. This must be placed in a separately sealed envelope labeled on the outside with the Proposer's name and heading, "**SECTION 3 HIRING PLAN.**"
- (m) Five (5) business references (excluding NYCHA) with contact information (i.e., company name, address, short description of the nature of reference, contact name and telephone number).
- (n) The Proposer's **reviewed or audited** financial statements for its most recent two (2) fiscal years, either 2008-2009 or 2009-2010 is acceptable, which must be placed in a separately sealed envelope, labeled on the outside with the Proposer's name and heading, "**FINANCIAL STATEMENTS.**" "Compiled" financial statements are prohibited. Evaluation of financial qualifications shall be based on the following criteria:
- i. Current Ratio – A fundamental measure of the Proposer's liquidity. It indicates the extent to which current assets are available to satisfy current liabilities. It is represented by current assets over current liabilities. At a minimum, the current ratio should be 1 to 1, meaning that current assets are at least equal to current liabilities. A ratio lower than this minimum would mean that the Proposer does not have sufficient current assets to meet their current liabilities.
 - ii. Debt to Equity – The debt to equity ratio is a measure of how the Proposer is leveraging their assets between debt and equity. It is represented by total liabilities over total net worth. The acceptable debt to equity ratio is 3 to 1, meaning that the debt should be no more than three times equity. A ratio higher than this would indicate a potential risk to current and future creditors in the event of future adverse operating results.

- (o) A summary of any non-financial resources the Proposer may require from NYCHA during the Term of the Agreement, if any.
 - (p) A completed “Doing Business Data Form” (“**DBDF**”), a copy of which is attached hereto as **Exhibit G**. Pursuant to Local Law 34 of 2007, amending New York City’s (the “**City**”) Campaign Finance Law, the City is required to establish a computerized database containing the names of any “person” that has “business dealings with the city” as such terms are defined in Local Law 34 of 2007. In order for the City to obtain necessary information to establish the required database, Proposers responding to this RFP should complete one (1) DBDF and return it with their Proposal, and should do so in a separately sealed envelope labeled on the outside with the Proposer’s name and heading, “**DOING BUSINESS DATA FORM.**” If the City determines that a Proposer has failed to submit a DBDF or has submitted a DBDF that is not complete, the Proposer will be notified by NYCHA and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a completed DBDF to NYCHA. Failure to do so will result in a determination that the Proposal is non-responsive to this RFP. Receipt of notification is defined as the day notice is e-mailed or faxed (if the Proposer has provided an e-mail address or fax number), or no later than five (5) calendar days from the date of mailing or upon delivery, if delivered. To assist Proposers in completing the DBDF, a “Questions and Answers” document concerning Local Law 34 and the Doing Business Database is available at:
http://www.nyc.gov/html/mocs/downloads/pdf/DoingBusiness%20QA_General_Public.pdf <last accessed on June 27, 2011>.
 - (q) A completed **Exhibit H** (Confirmation of Vendex Compliance) certifying that the Proposer has completed and submitted a VENDEX application to the Mayor’s Office of Contract Services (“**MOCS**”). Information regarding VENDEX is available on the MOCS website accessible at:
<http://www.nyc.gov/html/mocs/html/home/home.shtml>
 <last accessed on June 27, 2011>. The VENDEX application is intended to collect information from Proposers who seek to do business with NYCHA.
- ALL PROPOSERS MUST HAVE A VENDEX APPLICATION COMPLETED AND SUBMITTED ON OR BEFORE THE PROPOSAL SUBMISSION DEADLINE TO BE CONSIDERED FOR AN AGREEMENT.**
- (r) A completed **Exhibit C, Attachment #5**, Acknowledgment of Addenda.
 - (s) A completed **Exhibit C, Attachment #6**, Statement of Understanding.
 - (t) A completed **Exhibit C, Attachment #7**, Proposer’s Certification.

2. PROPOSAL PART II: REQUIRED DOCUMENTS - FEE PROPOSAL

- (a) Completed **Exhibit C, Attachment #3** (the “Fee Proposal”).
- (b) The Fee Proposal must be placed in separately sealed envelope labeled on the outside with the Proposer’s name and heading, “**FEE PROPOSAL.**”
- (c) As NYCHA has a tax-exempt status, all fees/rates quoted must be net of all taxes.

3. PROPOSAL PART III: EXCEPTIONS TO THE TERMS OF THIS RFP

The Proposer must clearly identify and explain in this part of its Proposal any exception that it may take to any of the terms and conditions of this RFP, including, but not limited to, the “Draft Form of Agreement” (**Exhibit J**).

4. PROPOSAL PART IV: PROPOSER’S ADDITIONAL INFORMATION (OPTIONAL)

This part of the Proposal may contain any additional information related to the Proposal that the Proposer wishes to include but that has not been specifically requested in this RFP, such as the availability of specific technology and related services that could be of interest to NYCHA.

5. PROPOSAL PART V: ADDITIONAL BROCHURES AND ATTACHMENTS (OPTIONAL)

This part of the Proposal may include articles, pre-printed brochures, and other material not specifically prepared for the Proposer’s Proposal in response to this RFP, but that the Proposer believes will help NYCHA to evaluate the Proposer’s qualifications and Proposal. This part of the Proposal must be bound separately from the other materials prepared for the Proposal.

D. NYCHA Resources, Drawings and Documents Available

NYCHA shall provide access for the Consultant to drawings from NYCHA's archive data files of computer drawings ("QWEB"), which illustrates existing site conditions at each location, to the extent that such records exist and are accessible. Access to this information will be provided to the Consultant and **is for informational purposes only**.

The Consultant will be provided assistance to access the NYCHA archive data files and will be allowed to make appropriate disk copies at no charge. Any and all software necessary to read and/or convert the data files is the sole responsibility of the Consultant. In addition, NYCHA shall provide the Consultant with whatever access NYCHA deems necessary and appropriate to other relevant NYCHA records.

The Proposer will be responsible for the review of these documents, including, but not limited to, an assessment of their relevance and accuracy. All existing conditions and dimensions relevant to the Task Order must be verified in the field by the Consultant.

The Proposer must indicate in its Proposal any resources that the Proposer believes it will need from NYCHA in order to implement the Agreement (see **Section III (C)(1)(o)** above). For instance, the Proposer must indicate the scope as well as the type of resources and records that the Proposer will be requesting from NYCHA in order to implement its Agreement.

E. Frequently Asked Questions

In June 2011, NYCHA held a proposers' conference in connection with a separate procurement by NYCHA for architectural and engineering services. Attached hereto as **Exhibit K** are excerpts from questions and answers posed in relation to this earlier procurement that may be of assistance to Proposers in preparing a response to this RFP.

SECTION IV

CRITERIA FOR NYCHA EVALUATION OF PROPOSERS' RESPONSES

A. Minimum Qualifications Requirements

NYCHA will consider only those Proposers that are able to meet the following Minimum Qualifications. Proposer must demonstrate its qualifications and experience in providing the Services described in this RFP and must provide documentation to demonstrate same. All firms submitting Proposals must satisfy the following thresholds and provide the information/documentation outlined below:

1. At least one (1) of the Proposer's principals who will be primarily responsible for the performance of the Services under the Agreement must be a licensed architect or professional engineer in the State of New York.
2. The Proposer must meet the financial criteria for liquidity and equity described in **Section III (C)(1)(n)** for "Financial Statements."
3. The Proposer must provide visual materials of past work relevant to this RFP. These materials may take the form of a printed brochure, photographs, drawings or similar images.
4. The Proposer must have a minimum of five (5) years' experience as an ongoing concern.
5. The Proposer has successfully completed a minimum of two (2) projects for New York City or New York State agencies, including projects requiring compliance with the Wicks Law.
6. The Proposer must provide a statement describing at least three (3) clients that the Proposer has successfully served by providing services similar to the Services described in this RFP. The description must present the objectives of the projects, the methodologies used, and the project outcomes.
7. The Proposer must have a record of business integrity, free of any significant legal penalties or judgments for the last five (5) years, and a record of successful compliance with all applicable regulatory requirements.

B. Evaluation Criteria

1. Proposals will be evaluated by a committee consisting of selected NYCHA personnel (the “**Evaluation Committee**”). Proposals will first be evaluated to see if the Proposer satisfies the above Minimum Qualifications. If satisfied, Proposals will then be evaluated by total points given to each Proposer in each of the below categories (the “**Technical Proposal Evaluation Criteria**”). The first figure in the parentheses listed for each category reflects the maximum number of points that will be awarded for that category. The second number reflects the minimum number of points that a Proposer must be awarded for that category to avoid disqualification at NYCHA’s discretion.

- a. **Organizational Capability and Capacity**
(*Maximum Points – 10; Minimum Points – 3*)

- i. Ability to mobilize and initiate management of awarded projects immediately upon request.
- ii. Ability to oversee projects of significant size and complexity range from \$500,000 to \$50,000,000, including timely and compliant completion of all project phases and execution of all related administrative and documentary requirements.
- iii. Ability to successfully increase the capacity of the organization, including the ability to undertake additional work. Proposer has demonstrated the ability to acquire additional resources (staff, consultants, equipment, and systems, financing) while successfully maintaining ongoing operations.
- iv. Proposer has demonstrated effective procedural controls with respect to project budget, scheduling and quality control.

- b. **Professional and Technical Experience of the Proposer**
(*Maximum Points – 20; Minimum Points – 5*)

- i. Ability to successfully perform all required functions necessary to manage a project from inception through completion.
- ii. Knowledge including but not limited to: physical needs assessments, scope and budget, development and evaluation, A/E consultant coordination, project scheduling, cost estimating and code analysis.
- iii. A record of successful interactions with labor relations organizations, elected officials and community and resident organizations.

c. Quantity and Quality of Similar Project Experience
(Maximum Points – 35; Minimum Points – 9)

- i. Completed a significant number of projects of comparable scope, magnitude, and complexity to those contemplated by the RFP.
- ii. Completed projects involving work in a currently-occupied environment. Proposer has demonstrated knowledge of phasing as well as communication and coordination with client management and tenants.
- iii. Completed renovation projects in residential and non-residential structures including those constructed to an institutional standard (i.e., community centers and daycare centers).
- iv. Completed projects for New York City and New York State agencies, including projects requiring compliance with the Wicks Law.

d. Staff Proposed for Needs Assessment Services
(Maximum Points – 15; Minimum Points – 5)

- i. Experience and capabilities of staff detailed in résumés.
- ii. Proposed personnel have previously been assigned to projects of comparable scope, magnitude, and complexity to those contemplated by this RFP, including **Exhibit A**.
- iii. Proposed personnel have previously been assigned to New York City and New York State agency projects.

e. References from Clients on Completed Projects
(Maximum Points – 10; Minimum Points – 3)

- i. Verifiable references from clients indicating satisfaction in overall performance by the Proposer's organization.
- ii. Verifiable references from clients indicating satisfaction with overall performance by Proposer's key staff.
- iii. Verifiable references from New York City and New York State agencies.
- iv. References submitted by Proposer indicate satisfactory and successful performance in the project management areas of budget, schedule and quality control.

f. Proposed Project Methodology
(Maximum Points – 5; Minimum Points – 5)

Overall methodology demonstrates a complete understanding of the intent and scope of the Services, as well as a clear and comprehensive approach to successfully managing Task Orders.

g. Completeness of Response to the RFP
(Maximum Points – 5; Minimum Points – 2)

Proposer has successfully addressed all requirements of the RFP.

TOTAL up to 100 points

Note that NYCHA reserves the right, in its sole discretion, to disqualify from further consideration the Proposal of any Proposer that does not receive the minimum number points for any one of the Technical Proposal Evaluation Criteria listed above (a-g).

2. NYCHA will establish, based upon the above Technical Proposal Evaluation Criteria, a short list of the top qualified Proposers whose aggregate scores rank them within NYCHA's competitive range. Fee Proposals of such Proposers will then be evaluated by the Evaluation Committee based upon fairness and reasonableness.
3. The award of Agreements shall be subject to the timely completion of negotiations by and between NYCHA and the Selected Proposer(s).
4. For clarification and validations purposes, the evaluation of Proposals may require presentations by the Proposer and/or telephone, e-mail and other correspondence by and between NYCHA and authorized Proposer representative(s).
5. The integrity/"responsibility" of Proposers will also be evaluated as Agreements will only be awarded to "responsible" Proposers.

C. Exceptions to This RFP

Submission of a Proposal signifies that the Proposer is aware of, and agrees to, all of the terms and conditions of this RFP, including those incorporated by reference, except to the extent that any specific written exception to those terms and conditions is stated in the Proposal, pursuant to **Section III(C)(3)** above. The evaluation of a Proposal may be negatively affected by any exception taken by the Proposer to any part of this RFP, or by the failure of the Proposer to furnish all information required by this RFP. NYCHA reserves the right, in its sole discretion, to refuse to consider any exception that is not so identified in the Proposer's Proposal.

D. Award of Agreements

1. Upon completion of the evaluation of Proposals, NYCHA will engage in preliminary negotiations with one (1) or more of the highest-ranked Proposers. NYCHA reserves the right to request such firms to revise their proposed pricing through the submission of Best and Final Offers prior to potential Agreement award.
2. Before expiration of the 180-calendar day period referred to in **Section III(A)(3)(b)** above, NYCHA will advise the Selected Proposers that they have been selected as prospective Consultants. Agreement award shall be subject to the timely completion of Agreement negotiations by and between NYCHA and the Selected Proposer(s).
3. NYCHA expects to enter an Agreement with each Selected Proposer, which Agreement will encompass (a) this RFP and all the Exhibits hereto, (b) the Consultant's Proposal, as may be modified by the parties during negotiation before Agreement award, and (c) such additional provisions as are mutually agreeable to the parties. The "Draft Form of Agreement" that will form the basis for the Agreement is attached to this RFP as **Exhibit J**.
4. Within 10 calendar days after a prospective Consultant receives notification of its selection, the prospective Consultant must procure insurance meeting all the requirements of the NYCHA General Terms and Conditions, set forth in **Exhibit D** hereto, and must provide proof of such insurance to NYCHA.
5. Each prospective Consultant must execute its Agreement with NYCHA within a reasonable time period, not to exceed 20 business days, following NYCHA's notification to the prospective Consultant that it has been selected. If the prospective Consultant does not enter into the Agreement within such time period, NYCHA may disqualify such prospective Consultant and select another Proposer for the award of an Agreement.
6. Each Consultant must at all times have in effect any required insurance policies, certifications, licenses and permits necessary to perform the Services required under the Agreement.
7. NYCHA specifically reserves the right to award Agreements to Proposers other than those presenting the lowest cost.
8. NYCHA, in its sole discretion, may contract for all or selected parts of the Proposer's Proposal, selecting from the Services sought hereunder, without affecting the itemized pricing.

* * *

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall be required to perform all of the Services delineated in this **Exhibit A** under the general direction of the Deputy Directors of CPD's Office of Design.

All references to "Task Orders" shall also be deemed to include "Supplemental Task Orders" unless stated otherwise.

The use of the words "as required" shall mean as required by both NYCHA and any other public agency, or related codes, laws, rules and regulations associated with the Services.

Compensation for Services performed pursuant to Task Orders will be on the basis of either a lump-sum fee or by time card with a not-to-exceed amount as indicated in **Exhibit B** (Compensation).

A. Overall Provisions

The Consultant shall perform all Services and prepare all work in accordance with all current City and State of New York governmental laws, rules, regulations, codes, public agency standards and specifications and any other public agency mandated constraints affecting the Site where the Services are to be performed. These regulations shall include, but are not limited to, (i) Section 504 of the Rehabilitation Act of 1973, as amended, (ii) New York City Local Law 58 of 1987, as amended, (iii) the "Uniform Federal Accessibility Standards," (iv) Local Law 17 of 1995 – NYC Earthquake Code, (v) Local Law 10 of 1999 - Sprinkler System, and (vi) the New York State Health Code and the Greener and Greater Buildings Plan.

B. Architectural and Engineering Design Services

The Consultant shall provide architectural and engineering design Services as directed by NYCHA, to survey and describe work required to maintain and/or renovate existing facilities and/or to create new facilities and/or additions. All Services performed by the Consultant must be reviewed and approved by NYCHA.

The Consultant shall provide, to the satisfaction of NYCHA, all architectural, engineering and related services necessary and required for Projects, in accordance with Task Orders issued by NYCHA at citywide locations to be determined.

NYCHA is expanding the use of its Primavera system and will require Consultants to input or provide scheduling and other information (i.e., submittals, Requests for Information ("RFIs"), Bulletins, and other required information) either directly into NYCHA's Primavera system or in a format compatible with NYCHA's Primavera system. The format will be determined in NYCHA's sole discretion.

The Consultant must be able to provide either through its own employees, or through its Sub-consultants, all necessary and usual components and/or services in connection with the services described in the following categories to maintain and/or renovate existing facilities and/or to create new facilities and/or additions, including without limitation:

- 1. Architectural.**
- 2. Structural, including, but not limited to:**
 - a. Masonry structure including building façade, boiler stack, compactor stack, bulkhead and roof water tank enclosure repair and upgrade;
 - b. Concrete structure including beam, column, slab, grade beam, foundation, retaining wall repair and upgrade;
 - c. Steel structure including beams, columns, floor framing, dunnage beams, lintels, stairs, fire-escape, platform and ladder upgrading;
 - d. Wood structure including floor joists system, roof deck, door framing repair and upgrading;
 - e. Temporary shoring system for excavation; and
 - f. Structural safety plan during construction.
- 3. Mechanical, including HVAC, but not limited to:**
 - a. Steam and hydronic boiler plant including all piping and related equipment;
 - b. Replace / upgrade of heating control system in integration with NYCHA's Computerized Heating Automated System (CHAS) / centralized monitoring system;
 - c. Underground heating distribution system including steam and hot water;
 - d. Building heating and cooling distribution system such as hot water, steam, chilled water and air;
 - e. Building heating system equipment upgrade and replacement including, valves, vacuum pumps, condensate pumps, compressors and all related equipment;
 - f. Replacement / removal of above-ground and underground fuel oil tanks. Provide procedure as per DEC code for removal of contaminated soil and remediation;
 - g. Compactors; and
 - h. Packaged and split HVAC units, chiller plant.
- 4. Electrical and Communications, including, but not limited to:**
 - a. Meter Room panels upgrade, utility reinforcement and power systems and upgrade;
 - b. Electrical service and distribution systems;
 - c. Fire alarm system;
 - d. Security and communications system;
 - e. Building management system;
 - f. Electrical distribution system in building and underground;
 - g. Transformers;
 - h. Building interior and exterior lighting fixtures;
 - i. Apartment panels, risers and fixtures upgrade;
 - j. Building management systems; and
 - k. Intercom, CCTV and other security systems.

5. **Plumbing**, including, but not limited to:
 - a. Water heaters (all types - gas fired, steam to steam, instantaneous, etc.);
 - b. Pumps (all types – water booster, circulating, sewage ejector, etc.);
 - c. House drainage / sewer piping, storm piping including building perimeter (French) drains;
 - d. Water piping (water services, distribution piping interior to and between buildings);
 - e. Roof water tanks;
 - f. Gas piping; and
 - g. Plumbing fixtures and kitchen plumbing equipment for Community Centers, Senior Centers, etc.

6. **Civil engineering**, including but not limited to:
 - a. Site drainage including term water retention and detention systems;
 - b. Geotechnical study and analysis;
 - c. Waterproofing;
 - d. Environmental studies; and
 - e. Comprehensive condition survey and report.

7. **Fire protection**, including fire detection / alarm system, fire sprinkler and stand pipe system.

8. **Landscaping and grounds improvement** designs, including, but not limited to:
 - a. Tree removals;
 - b. Safety surfaces;
 - c. Play and seating area equipment;
 - d. Steel bar fence;
 - e. Concrete pavement;
 - f. Asphalt pavement; and
 - g. Concrete repair and patching of curbs and walls.

9. **Historic preservation and restoration.**

10. **Specification writing** in C.S.I. format including “Green” Specifications.

11. **Security system(s).**

12. **Peer review** of Contract Documents and specifications.

13. **Construction administration**, including, but not limited to, shop drawings review, field visits, RFIs and bulletins.

14. **Demolition** monitoring.

15. **Energy conservation and analysis** including building energy assessment by using analytical tools, metered data; identify potential building deficiencies including insulation, air leaks, moisture intrusion, lighting and thermal breaks.
16. **Environmental Assessment**, Phase 1 and Phase 2 as per HUD Section 18 Application for Demolition or Disposition.
17. **Interior design(s)**.
18. **Programming services** (analyzing spatial and programmatic needs).
19. **Expediting services** to file and obtain all approvals from regulatory agencies having jurisdiction, commissions, and utility companies including but not limited to;
 - a. Assist with the timely processing and submittal of documents to all required governmental agencies such as, but not limited to, DEP, DOT, MTA, DEC, and FDNY;
 - b. Coordinate with special inspection companies for architects and engineers;
 - c. Assist NYCHA with removal of violations and closing applications;
 - d. Secure sign-off of open applications;
 - e. Obtaining Temporary and Final Certificate(s) of Occupancy, as required; and
 - f. Assist with addressing non-compliance issues with governmental and regulatory agencies.
20. **Cost estimating** (see Attachment #2 to Exhibit I for the Cost Estimate data sheet sample).
21. **Change Order Analysis**.
22. **Capital Needs Assessments** as described below:
 - a. NYCHA will provide existing available information such as drawings, surveys, reports and utility consumption;
 - b. The Consultant shall identify existing deficiencies by building per the development groups or as defined in Task Orders;
 - c. The Consultant shall identify hazardous and structural conditions and provides an immediate report of such condition to NYCHA;
 - d. The Consultant shall conduct inspections to assess condition information that also captures the age and remaining useful life (“**RUL**”) of buildings and equipments in the following “**Priority Categories**”:
 1. Purpose of action is VITAL;
 2. Urgency is AS SOON AS POSSIBLE;
 3. Life Cycle replacement RUL is 0 YEARS;
 4. Purpose of action is STRUCTURAL;
 5. Urgency of action is WITHIN 12 MONTHS;
 6. Urgency of action is WITHIN 1-5 YEARS;
 7. Life Cycle Replacement, RUL 1-5 YEARS (not infrastructure);
 8. Life Cycle Replacement, RUL 6-10 YEARS (not infrastructure);

- 9. Life Cycle Replacement, RUL 11-15 YEARS (not infrastructure); and
 - 10. Life Cycle Replacement, RUL 1-15 YEARS (infrastructure);
- e. Use a rating system (“**Prioritization of Costed Actions**”) that identifies short and long term recommendations in Reporting Groups:
- 1. Year one (Priority Categories d1-5);
 - 2. Year two through five (Priority Categories d6, d7 and d10 infrastructure with RUL 1-5 years); and
 - 3. Years six through fifteen (Priority Categories d8, d9 and d10 infrastructure with RUL 6-15 years); and
- f. **Costed Actions Reports** should include life cycle projections with cost. Note: Categories above refer to NYCHA’s Need Assessment Database that will be made available to Consultants as needed.
- 23. Green Capital Needs Assessment**, combining a standard 15 year Capital Needs Assessment with “sustainable” alternatives shown in parallel, an energy audit, and a detailed financial analysis of potential “sensible green” improvements and technology that saves energy and resources:
- a. NYCHA will provide existing available information such as drawings, surveys, reports and utility consumption;
 - b. Site inspections and review of NYCHA’s records, diagnostic and indoor air-quality testing, utility usage/cost analysis, and the creation of a TREAT software energy model of each building to identify potential areas for energy savings (Note: The report presents both financial and environmental decision-making metrics including Simple Payback, Net Present Value, and Internal Rate of Return which will enable NYCHA to determine which improvements are appropriate for its assets, capitalization, and hold strategies);
 - c. Identifying improvements with health and environmental impacts that, while not quantified financially, are welcome benefits of taking a green approach; and
 - d. Each recommendation in the report is to be presented in a consistent format so that NYCHA can evaluate which improvements make sense financially.
- 24. Sustainability and High Performance Design**, including conformance with Leadership in Energy & Environmental Design (LEED) standards, for new or major renovation(s), where applicable and/or requested, for modifications, repairs or upgrading of major materials, systems and components.
- 25. Site Surveys**, including but not limited to, mechanical, plumbing, electrical items, structural items, landscaping items, materials and building components.
- 26. Special Inspections** as required by the New York City Building Code:
- a. A special inspection agency shall have responsibilities as set forth in chapter 17 of the New York City Building Code and elsewhere in the codes where special inspections are required (Note: Special inspection agency should examine all contract documents approved by DOB (Department of Building) that relate to

- the work that is the subject of special inspections);
- b. Make final inspection of the construction work, including those inspections during its progress necessary to certify upon final inspection that all work substantially conforms to approved contract documents and applicable laws and rules (Note: Special Inspection agency shall confirm that the performance of progress inspections and other inspections has been documented before reporting the work complete, and as prescribed by 1 RCNY 101-10, perform the final inspection within one (1) year from the expiration of the valid permit of work);
- c. Special inspection agencies must be registered with DOB or unless otherwise extended with commissioner. Special inspection agencies shall be required to demonstrate accreditation by International Accreditation Service, Inc., or an equivalent accreditation agency accrediting to the standards set forth by DOB rule and ASTM E329-07 or a federal agency;
- d. Agencies must insure that the special inspectors employed by the agency meet the qualification requirements set forth in Appendix A of special inspections rule by DOB. Agencies should submit all required technical report (TR) forms to DOB and signs and seals as required; and
- e. A special inspection agency should have liability insurance as per DOB rules and regulations.

27. Testing and Probing, including but not limited to:

- a. Structural tests;
- b. Boiler tests;
- c. Chimney inspection including video visualization;
- d. Sewer and drainage lines including video visualization;
- e. HVAC, including but not limited to, air temperature, air flow, air pressure, and balancing;
- f. Testing of roofs and walls, including but not limited to, infrared testing, ultrasonic testing and water spray testing;
- g. Soil tests;
- h. Boring tests; and
- i. Underground utility tests.

28. Scanning and Archiving Services for large format Contract Document (drawings) (See **Attachment #3** to **Exhibit I** for the archiving data sheet sample):

- a. The Consultant shall scan large-format Contract Documents (drawings) as per original scale and provide NYCHA with digital files in bilevel .tg4 format at 200 dpi;
- b. Metadata for each file shall be provided in an .xls file as per NYCHA requirements;
- c. Files shall be organized and named with the contract number to be found on the original document; and
- d. Consultants shall submit samples of the scanned drawings prior to scanning large orders, and periodically as required by NYCHA.

C. Task Order Authorization for Work

In accordance with the terms and conditions of the Agreement, NYCHA will request a proposal from Consultants in order to prepare a Task Order for each Project that NYCHA seeks to undertake. The proposal shall be based on the hours required by the Consultant to deliver the required Services using the staff / fees set forth within the Consultant's Agreement with NYCHA. In order to develop a proposal, a Site meeting will be conducted, if required, for the Consultant to review Site conditions.

After review, revisions and negotiations with the Consultant, NYCHA will issue an assignment letter ("**Assignment Letter**") to the selected Consultant for their approval and signature and proceed to execute the Task Order.

Once a Task Order is executed, a meeting shall be conducted by NYCHA with the Consultant and other NYCHA staff to address the Services to be performed under the Task Order, establish protocol, review the schedule of work, and coordinate access.

The Consultant shall be responsible for the recording, transcribing and issuing of the minutes for all scheduled meetings. The Consultant shall issue minutes within five (5) business days after the time that the meeting takes place.

D. Site Survey and Existing Conditions Report

The Consultant shall visit the Site to inspect, investigate, measure, and evaluate the existing conditions of the work area and related amenities, including, but not limited to: the building envelope, including façade veneer, roofing, waterproofing and flashing as required; grounds walkways, pavements, seating, landscaping, play equipment and special features if applicable; exterior and interior materials and finish conditions; code compliance; structural systems, including walls, floors, stairs, and ramps; exterior cheek walls, areaways, stairs, steps, ramps and site drainage if applicable; mechanical systems; electrical systems; life safety and security systems. A "**Site Survey**" of the existing conditions examined above should be included in the "**Existing Conditions Report**."

The Consultant shall interview personnel associated with each Site to establish: present building and space utilization; history of modifications and corrective work performed; problems experienced with the operation of the facility; system operation procedures and system repair status; current applicable maintenance procedures; and access constraints associated with the Consultant's on-Site investigations.

The Consultant shall take photographs in order to illustrate existing conditions and the extent of remedial work required. It is not the intent of NYCHA to document the condition of the entire building photographically. Photographs shall be used to illustrate the nature and extent of particular deficiencies that exist. Photographs shall be in digital format as well as hard copy. The Consultant shall then prepare an Existing Conditions Report that include photographs and the Site Survey for the above noted items. The Consultant shall assist NYCHA with the review and evaluation of the Existing Conditions Report to refine the construction scope of work within the parameters of the existing budget.

E. Schematic Design Documents

Prepare a set of Schematic drawings (the “**Schematic Design Documents**” or “**Schematic Design**”) describing the proposed design. Upon review by NYCHA, the Consultant shall revise the Schematic Design Documents as necessary to secure NYCHA’s written approval.

The Consultant shall produce Schematic Design Documents for each professional discipline, as applicable, *i.e.*, architectural, structural, landscaping, mechanical, plumbing and electrical. The Consultant shall prepare Schematic Design Documents, at a scale decided on by NYCHA, including the following:

1. Existing Condition Drawings to scale dimensioned as may be necessary showing areas and elements requiring demolition, salvage and protection;
2. Floor plan(s), indicating proposed building or building system alterations and as required related grounds work (Note: Significant mechanical, plumbing, and/or electrical modifications may require separate Schematic Design Documents at this stage);
3. Critical sections and elevations (interior and exterior);
4. Grounds plan, indicating proposed walkways, landscaping, signage and amenities;
6. Zoning analysis and code compliance.

At the request of NYCHA, the Consultant shall construct and utilize during schematic and design development phase, a study model that accurately describes the building and related Site issues. The model shall be utilized during meetings and shall be built to a scale decided on by NYCHA.

The Consultant shall prepare an “**Outline Specification**” in the latest edition of the Construction Standard Institute (“**C.S.I.**”) format, consistent with the documents that generally reflect the systems and materials for the Project.

The Consultant shall provide a “**Preliminary Cost Estimate**” in latest C.S.I format for each schematic and/or alternative designs.

The Consultant shall assist NYCHA in meetings and presentations to Management and Tenant Associations, for the purpose of presentation of the Schematic Design Documents, Outline Specifications and related “**Construction Cost Estimates**” (or “**Cost Estimate(s)**”).

Upon review and written approval by NYCHA of the Existing Conditions Report, Final Schematic Design Documents, Outline Specifications and Preliminary Cost Estimate, the Consultant shall proceed to the next phase.

F. Design Development

The Consultant shall develop the design in detail at a scale decided on by NYCHA (usually ¼” = 1’-0”) and submit documents (the “**Design Development Documents**”) to NYCHA for written approval. The Design Development Documents shall indicate the same information as required for the Schematic Design, but in more detail, showing critical dimensions and notes for materials and methods. Design Development Documents shall describe, but not be limited to:

1. Floor plans to scale as required, indicating demolition and removal; proposed building alterations, structural alterations; related Site work, roof plans, sections, elevations, diagrams, details, reflected ceiling plans and proposed furniture layout as required and/or requested.
2. Mechanical floor plans and diagrams, as required and/or requested, to describe the mechanical design and HVAC system in detail.
3. Plumbing floor plans and diagrams, as required and/or requested, to describe the plumbing design in detail. Sprinkler systems shall be included in plumbing work.
4. Electrical floor plans floor plans and diagrams, as required and/or requested, to describe the electrical design in detail. Life safety fire alarm systems and security systems shall be included in the electrical work.
5. Refine and expand the specifications to reflect the Design Development Documents and detail of proposed work describing the technical specifications of all proposed equipment, materials and finishes. The Consultant shall be responsible for the preparation of their sections and coordination with all participants as to form and content of the document. The specifications shall be in the latest C.S.I. format.
6. Reassess zoning and code analysis based on the Design Development Documents and detail of the proposed work.
7. Additional documents listed in the specific Task Order.
8. Construction Cost Estimates based on the Design Development Documents and detail of the proposed work (by trade). The Construction Cost Estimate shall be in the latest C.S.I. format.
9. NYCHA is expanding the use of its Primavera system and will require Consultants to provide scheduling and other information (i.e., submittals, RFIs, Bulletins, and other required information).

Upon review by NYCHA, the Consultant shall revise the Design Development Documents as necessary to secure NYCHA’s written approval. The Consultant shall refine the Design Development Documents, Specifications and Construction Cost Estimate, to serve as the basis for the Contract Documents.

Upon review and written approval by NYCHA of the, final Design Development Documents, Specifications and Construction Cost Estimate, the Consultant shall proceed to the next phase.

G. Contract Documents

The Consultant shall prepare Contract Documents in a manner and form that will permit NYCHA to advertise, bid and award separate prime contracts.

The Contract Documents shall include, but will not be limited to, all designs, diagrams, drawings and specifications for all architectural, landscaping, structural, mechanical, plumbing, fire protection (sizing and risers), electrical/special systems, lighting and related work as required according to the following breakdown:

1. At **50% Completion**, the drawings of the Contract Documents shall be dimensioned, showing partition and door types; elevations and sections, showing heights and materials; plan and section details, indicating method of construction; and incorporation of all agreed changes from NYCHA's review at the end of the Design Development phase. The Consultant shall submit the necessary drawings and calculations for filing with the NYC Department of Buildings and all agencies having jurisdiction. Evidence of all filings shall be submitted to NYCHA. The Consultant must receive NYCHA's written Notice to Proceed prior to proceeding to 75% completion.
2. At **75% Completion**, the Contract Documents shall be substantially complete. All drawings shall be dimensioned, noted and cross-referenced, and shall reflect the input of all participants. Revised specifications shall reflect NYCHA's comments. The Consultant is obligated to make all necessary changes to the documents required by the Department of Buildings. The Consultant must receive NYCHA's written Notice to Proceed, prior to proceeding to 90% Completion.
3. At **90% Completion**, the final set of Contract Documents shall include the complete final design and detailed final drawings and specifications, along with all data necessary for the preparation of an invitation for bid. The drawings shall be prepared with construction details completely shown, with figure dimensions given and coordinated with complete specifications. The Consultant must receive NYCHA's written Notice to Proceed, prior to proceeding to 100% Compliance.
4. The Contract Documents shall be deemed in **100% Compliance** upon review and written approval of all recommendations, corrections and revisions required by NYCHA. 100% Compliance Documents shall reflect any further recommendations, corrections and revisions required by NYCHA upon review of the 90% Completion phase. All drawings, specifications and construction cost estimates shall be checked and coordinated with the work of all other consultants relative to the general construction contract and with all other trades. All approvals from all agencies having jurisdiction shall be in place and submitted to NYCHA with the 100% compliance submission. The Consultant must receive NYCHA's written Notice to Proceed, prior to proceeding to Final Contract Documents.

5. The **Final Contract Documents** shall be prepared in such a way as to enable prospective bidders to make accurate and reliable estimates of the quantities, quality and character of the several kinds of labor and materials required to complete the project and to install all components therein in a first-class, workmanlike manner in order to accomplish the purposes and uses intended; including all required asbestos and lead abatement and removal to be performed by the Contractor. The Final Contract Documents shall include the Final Contract Drawings, Final Specifications and Final Construction Cost Estimate as described below.
 - i. All **Final Contract Drawings**, revised where necessary to NYCHA's comments, shall bear all required stamps of approval, including the seal and authorized facsimile of the signature of the Proposer. The Final Contract Drawings shall meet with NYCHA's approval.
 - ii. All **Final Specifications** shall be submitted in clear, legible form, acceptable to NYCHA, typed on one side only on 8-1/2" x 11" white bond paper, properly collated and ready for photo-copying or other direct machine producing process. The Consultant shall be responsible for the preparation of the specification and the coordination will all producers as to form and content. The Final Specifications shall be in the latest edition of the C.S.I. format.
 - iii. The Consultant shall submit the **Final Construction Cost Estimate**, itemized based upon final approved 100% Compliance Contract Documents. The Final Construction Cost Estimate shall be in the latest C.S.I. format for each prime Contractor. Include quantity, unit prices for labor and materials, according to Wicks Law. The Consultant shall inform NYCHA, in writing, of any adjustments to the last approved estimate of the total construction cost of the project. The Consultant shall modify the design to comply with budget limitations.
6. All Final Contract Drawings and Specifications, before being submitted to NYCHA for final acceptance, shall bear the stamps of approval and be accompanied by all necessary applications, certificates or permits of all City, State or Federal agencies having jurisdiction over any phase of the work.
7. All Final Contract Documents shall not be deemed to have been accepted until NYCHA has notified the Proposer in writing.

H. Filing and Agency Approvals

The Consultant shall file and obtain approvals of all applications and plans from the NYC Department of Building of all Contract Documents, as well as but not limited to, approvals from the Fire Department, Sewer Department, Department of Environmental Protection, Department of Transportation and all other agencies having jurisdiction, when applicable/required.

The Consultant shall immediately apply for all required agency approvals upon NYCHA's approval of the 50% completed Contract Documents. If there are any untimely delays in receiving any approvals, the Consultant shall inform NYCHA in writing, citing the respective agency, the cause of delay and proposed remedy.

The Consultant shall submit to NYCHA satisfactory evidence of all required filing of applications with the Department of Buildings and all other agencies having jurisdiction.

The Consultant shall provide for controlled inspections and sign-offs as required by NYCHA. The Consultant shall provide all expediting services to all agencies and obtain all sign-offs as required to comply with the project schedule.

The Consultant shall submit to NYCHA copies of all controlled inspections reports, agency approvals and certificates of occupancy as required. All applications shall be sealed and signed by the licensed architect or engineer.

The Consultant shall submit to NYCHA two (2) sets of all Department of Buildings and other agencies approved plans/applications as hardcopy and on compact disks.

I. Bid and Award

During the period of advertising, receipt and analysis of bids, the Consultant shall (if and when requested by NYCHA):

1. Interpret drawings and specification in response to prospective bidders' inquiries.
2. Prepare and issue through NYCHA addenda, amendments and supplementary drawings as required for the clarification of plans and specifications.
3. Attend pre-bid meetings to answer questions from bidders and to assure that all parties understand the intent of the Contract Documents. If any questions posed by the Contractors require a change to the Contract Documents, the Consultant is responsible for the preparation and issuance of addendum.
4. Attend bid openings, assist in the analysis of bid documents and make written recommendations and reports required by NYCHA, on the disposition of bids and award of contracts.
5. If the low bids of all qualified and responsible Contractors are in excess of 110% of the Final Construction Cost Estimate, the Consultant shall bring the total construction cost of the project within the approved Final Construction Cost Estimate. At no additional cost to NYCHA, the Consultant shall revise all or part of the project that NYCHA, in conjunction with the Proposer, may deem advisable.
6. Notwithstanding, any other provisions of this RFP, all of the foregoing services to be provided by the Consultant under this section shall be provided without any additional compensation or reimbursement of cost to the Consultant per each respective Task Order.

J. Services During Construction

Provide services during construction to ensure compliance with all applicable Federal, State and Local Laws, Code and Regulations having jurisdiction thereof. The Consultant shall provide the following:

1. Attend field meetings and site inspections requested by NYCHA at intervals appropriate to the stage of construction and as described in the Task Order. These include, but may not be limited to, the construction kick-off (Pre-Construction) meeting, bi-weekly job site meeting, and all meetings relating to the design. Sub-consultants, as deemed necessary by NYCHA, are also required to participate in the relevant portions of such meetings. The Consultant shall visit the site to review the quality of work and observe whether the work is proceeding in accordance with the Contract Documents. The Consultant shall prepare and distribute meeting minutes and field reports within five (5) business days of the meeting.
2. Interpret and clarify all drawings and specifications, estimates, tests, reports, and schedules prepared under the Task Order.
3. Prepare bulletins, clarifications, supplementary drawings, and responses to RFIs, as required for the execution of the general construction contract and all mechanical contracts. These documents shall be reviewed and issued by NYCHA.
4. Review all shop drawings, material samples, catalogue cuts, literature and items exhibited in mock-ups for conformance with the Contract Documents. All submissions shall be stamped, "Approved"; "Disapproved"; "Approved as noted"; or "Correct and Resubmit" and shall also be signed and dated by the reviewing Architect or Engineer. The submission approval stamp shall contain the language indicated on **Exhibit I, Attachment #1** (Submission Approval Stamp). The Consultant shall return submissions with their comments, within 10 business days after receipt, to NYCHA for final approval.
5. Prepare all required documents, including but not limited to, certificates, forms, applications, and sign-offs required to obtain a Certificate of Occupancy from the Department of Buildings and all other agencies having jurisdiction thereof.
6. Examine, recommend adjustment and/or indicate approval of the schedule of items and cost prepared by the contractor(s) on each awarded contract. Due judgment shall be exercised by the Consultants in the approval, so as to prevent unbalanced values from being established as the basis for the contractor's partial payments.
7. NYCHA shall issue all change orders to construction contractors. NYCHA may, at its own discretion, request review by the Consultant prior to the issuance of such change orders.

8. At substantial completion, the Consultant shall participate in the preparation of the final construction punch list. The punch list shall be based on field inspection reports and a final site visit, and on any unresolved problems that have been the subject of earlier reports or job site meetings.
9. The Consultant will be responsible for construction delays attributed to the untimely review of submissions and will be held liable for all damages resulting therefrom.

K. Services Upon Completion of Construction

Upon completion of construction and all punch list items, the Consultant shall prepare and deliver to NYCHA all sign-off letters.

The Consultant shall prepare and provide NYCHA with a set of conformed As-Built Drawings showing changes in work made during construction. The As-Built Construction Drawings shall be based upon information to be supplied by the Contractor and NYCHA during construction and/or observed by the Consultant during Site visits. At least one (1) As-Built Site visit is required upon completion of construction to verify all changes. When required, the Consultant shall submit revised as-built drawings to the Department of Buildings or any other agency having jurisdiction thereof for review and approval.

L. Meetings and Coordination

Prior to commencing the Services under a Task Order, a formal meeting shall be conducted by NYCHA with the Consultant and other NYCHA staff. This meeting will serve to address the particular work requested by the issued Task Order establish protocol, review the schedule of work, and coordinate access to the Project Site.

Throughout the course of the Consultant's performance of the Services, the Consultant shall be required to meet with NYCHA on a periodic basis in order to obtain required information, review the status of Services, coordinate disciplines activities, and discuss pertinent items. It is anticipated that such meetings will be required on an average of once every two (2) weeks or as otherwise may be required by NYCHA and described in the Task Order.

The Consultant shall be responsible for the recording, transcribing and issuing of minutes for all scheduled meetings. The Consultant shall issue minutes within five (5) business days after the time that the meeting takes place with NYCHA

M. Site Inspections

Notwithstanding anything to the contrary, any Consultant Site inspection performed for the purpose of any basic work requirement, i.e., survey, due diligence engineering reports, design of Contract Documents, punch lists, As-Built drawings, etc., are to be included in the lump sum fee for each Task Order and will not be paid either as a separate Task Order or on an hourly basis, unless specifically stated in writing by NYCHA.

N. Cost Estimating

The Consultant shall perform all work required to develop Cost Estimates, including, but not limited to, performing take-offs, obtaining material and equipment cost data, consideration of access and operational constraints and local labor costs.

The Consultant shall develop all Cost Estimates on a contracted-out basis adjusted for work in the NYC public sector assuming multiple prime contracts, in compliance with the requirements of New York's Wicks Law. Cost Estimates are to be developed for individual component repairs and/or replacements. Cost Estimates shall be all-inclusive (*i.e.*, labor, materials, equipment, design, construction management, overhead and profit) and reflect the NYC Prevailing Wage Rates.

Cost Estimates shall be provided for each phase of work indicated under Section E below and/or as modified for each specific Task Order assigned by NYCHA. Cost Estimates shall indicate the probability of additional cost reflected to hazardous material abatement that may be incurred during the implementation of any recommended work. The Consultant shall base cost estimates for asbestos related work on information provided by NYCHA and by observation of current conditions by Site visit.

The Consultant shall provide Cost Estimates in the latest edition of the Construction Standard Institute (C.S.I.) format and by Wicks Law breakdown (*i.e.*, General, Mechanical, Plumbing, and Electrical prime contract work). See **Exhibit I, Attachment #2** for a sample.

O. Budget

It shall be the Consultant's responsibility to ensure that the project design conforms to the approved budget during all phases of design. If it appears that the construction cost limit may be exceeded, the Consultant shall review areas where value engineering can be achieved, and submit recommendations for approval to keep the construction cost within budget. Design revisions to bring the project to within 10% of the budget, at the end of all phases, shall be carried out as a part of the Services as defined by Task Order. This information must be provided to NYCHA within five (5) business days of discovery.

P. Deliverables

Deliverables shall include all documents indicated in this **Section P** and all additional deliverables as determined by the Task Order for the specific Project.

The Consultant shall submit five (5) paper copies of all design documents to NYCHA for review and approval at or proceeding the following phases:

1. List of Deliverables by Phases:

Phase 1

- a. Site Survey, Existing Conditions Report and Photographs
- b. Meeting Minutes

Phase 2

- a. Completion of Design Development Documents with Specifications
- b. Preliminary Cost Estimates
- c. Meeting Minutes

Phase 3

- a. 50% Completion of Contract Documents with Specifications
- b. 75% Completion of Contract Documents with Specifications
- c. 90% Completion of Contract Documents with Specifications
- d. 100% Compliance Documents with Specifications and Rendering or Model
- e. Final Contract Documents with Final Specifications and Cost Estimates
- f. Approved DOB and/or other Agency documents
- g. Meeting Minutes

Phase 4

- a. Bid and Award analysis
- b. Prepare addendum as required
- c. Revised Cost Estimates
- d. Meeting Minutes

Phase 5

- a. Meeting minutes and field inspection reports during construction
- b. Prepare bulletins as required
- c. Punch list preparation
- d. All other services required during construction

Phase 6

- a. Meeting minutes and field inspection reports after construction
- b. Sign-off letter(s)
- c. Conformed As-Built Drawings
- d. All other services required during construction

2. **List of Deliverables in Electronic Format:** In addition to the paper copy submission, the Consultant shall submit the Contract Documents (drawings and text) in electronic format for entry into NYCHA's computer system. They shall be "burned" onto compact disc (CD-R) as a milestone submission for the 90% Completion of the Contract Documents, Final Contract Documents and As-Built Drawings. The Consultant shall submit electronic copies of Existing Conditions Report, Cost Estimates, Addenda, Bulletins, and Field Reports. Each CD-R shall be labeled as such and dated. Electronic files shall be formatted as follows:

- a. **Drawings:** All drawings shall be submitted in DGN (Microstation) format Version 8. Each discipline's master plans (i.e. floor plans, site plans, HVAC plans, etc.) shall be constructed within a single DGN file using the Office of Design "SEED" files and level structure for that respective discipline. All files shall be clearly and logically named and housed in a folder entitled:
"Contract DGNS" as follows:
A000_CoverSheet.dgn, A001_DemolitionPlan.dgn, A101_FirstFloorPlan.dgn,
A201_ReflctdClng.dgn,
E001_ElecSitePlan.dgn, S110_ColumnGrid.dgn, etc.

NOTE: Contracts that require filing with the Department of Buildings shall have drawing names based on the Departments of Building “B-SCAN” Requirements. Electronic files shall reflect the same naming convention.

All Reference (Ref) file data that is pertinent to the Active file shall be “Merged.” All and any custom or unusual fonts shall be included as part of an “.rsc” file and be on the CD-R. Additionally any changes in the leveling scheme shall be disclosed and submitted both as an “.lvl” and MS Word file. The Consultant shall request from the Office of Design (via Project Administrator) a set of NYCHA’s “SEED” files and directory tree structure format for filing the aforementioned data.

- b. ***Text:*** Specifications Text shall be in the latest C.S.I. format. They shall be stored in a folder entitled “Contract Book/Specs” and submitted in Microsoft (.doc) Word (97 or above) and Adobe Acrobat (.PDF) (Acrobat PDF Writer driver required). Any other information including but not limited to digital photographs, reports, presentation drawings, cost estimates, correspondence files, raster files, and bulletins.) that is not part of the Contract Documents shall be stored in a folder entitled “Misc.”
- c. The Consultant shall verify with NYCHA as to which version of Microstation, Microsoft Word and Adobe Acrobat is in current use.
- d. The Consultant shall provide the electronic copy of the Conformed As-Built Drawings, as describe in “a” and “b” immediately above, prior to completion of the Agreement.

Q. Duplication

The cost for all documents (copies, duplicates and reproductions), submitted by the Consultant to NYCHA, as enumerated in **Section P** (Deliverables) above, shall be included in the respective fee structure. When documents are submitted to NYCHA which are not enumerated as part of the Agreement or Task Order, then the cost of such documents may be submitted as a Reimbursable Expense. The cost for original documents, i.e., plotting services, reports, CD-Rom, etc., submitted to NYCHA are not billable and are inclusive of the Consultant’s overhead expenses.

R. Additional Professional Services

The Consultant may be directed by NYCHA to provide Additional Professional Services (“APS”) for the Project via the issuance of a Supplemental Task Order. The Consultant shall provide such APS through its own professional employees or through its Subconsultants, as directed in writing by NYCHA. APS shall be A/E services that NYCHA determines are required for the Project and are in addition to or beyond the necessary and usual services or issues arising as a result of unanticipated field conditions and not as a result of any design error or omission. The Consultant, when required to provide any APS, shall be compensated as described in **Exhibit B, Section D** of this RFP.

S. Environmental Design Services

Provide environmental design services. The Consultant or their Sub-consultant shall be responsible for asbestos and lead related services, including the preparation of abatement drawings, specifications and cost estimates into the Contract Documents. This work shall be included in the total Design Fee as set forth in the Task Order.

Asbestos testing shall be performed by NYCHA's Environmental Contract Services Unit; test results shall be furnished to the Consultant for inclusion into the Contract Documents. All laboratory test result reports and quantities shall be part of abatement specifications. Cost estimates for removal of asbestos are to be submitted by the Consultant to include all phases of asbestos abatement. The Consultant is responsible for filing appropriate asbestos-related forms to the Department of Buildings, including an ACP, as provided by NYCHA.

The Consultant shall be responsible for services related to lead paint abatement, including the preparation and integration of abatement drawings, specifications and cost estimates into the Contract Documents. Lead testing shall be performed by NYCHA and test results furnished to the Consultant for inclusion into the Contract Documents. All laboratory test result reports and quantities shall be part of abatement specifications. Cost estimates for removal of lead paint abatement are to be submitted by the Consultant to include all phases of lead paint abatement.

The Consultant shall be required to coordinate with NYCHA's Environmental Contract Services Unit.

EXHIBIT B
COMPENSATION

A. Payment Schedule for Services

For Services defined by Task Orders and performed by the Consultant under the Agreement, NYCHA shall pay the Consultant either a lump sum Design Fee or by “time card” (i.e., on an “hourly basis”) with a not-to-exceed amount as per the payment schedule (“**Payment Schedule**”) noted below. NYCHA reserves the right to modify the Payment Schedule as it relates to the specific Task Order.

Payment for satisfactory completion of Services under this Payment Schedule shall be a negotiated lump sum Design Fee, as set forth within the finalized Task Order, based on the hourly rates, multiplier and personnel delineated in **Exhibit C, Attachment #3** (Schedule of Hourly Rates) to be paid in incremental installments during each phase of work. Retainage shall be payable at the completion and/or termination of the Task Order.

PHASE 1 **SITE SURVEY & EXISTING CONDITIONS REPORT**
10% of FEE

1. Review available drawings to research original building construction
2. Review available reports
3. Prepare background drawings and existing condition photographs
4. Survey all Existing Conditions
5. Prepare and submit Existing Conditions Report
6. Payment to be invoiced upon completion of phase

PHASE 2 **PRELIMINARY DESIGN DOCUMENTS**
20% of FEE

1. Prepare preliminary design drawings
2. Prepare outline specifications
3. Prepare preliminary cost estimate
4. Monthly payments can be invoiced to reflect percent of phase completion

PHASE 3 **CONSTRUCTION / BID DOCUMENTS**
25% of FEE

1. Prepare 50% Contract Documents
2. Prepare 75% Contract Documents
3. Prepare 90% Contract Documents
4. File and obtain regulatory agency applications and approvals
5. Prepare 100% Compliance Documents
6. Prepare Final Contract Documents
7. Monthly payments can be invoiced to reflect percent of phase completion

PHASE 4 **BID & AWARD PHASE**
10% of FEE

1. Interpret documents in response to bidder inquiries
2. Prepare addendum as required
3. Payment to be invoiced upon completion of phase

PHASE 5 **SERVICES DURING CONSTRUCTION**
30% of FEE

1. Interpret and clarify all documents, tests, reports and schedules
2. Prepare bulletins, supplementary drawings and respond to RFIs
3. Review all shop drawings, samples and catalogue cuts for approval
4. Perform all services outlines in this agreement and/or Task Order
5. Monthly payments can be invoiced to reflect percent of construction completion

PHASE 6 **SERVICES UPON CONSTRUCTION COMPLETION**
5% of FEE

1. Prepare and deliver all sign-off letters
2. Payment to be invoiced upon completion of phase

B. Payment Contingent on Satisfactory Progress

NYCHA will endeavor to make payments for services and additional Services, if applicable, rendered by the Consultant within approximately 30 calendar days after NYCHA's approval of the Consultant's invoice, on forms acceptable to NYCHA. Billing shall not be more than once per month upon milestone completion of the Services. All payments for the Services shall be contingent upon the satisfactory progress of the Services, and the Services itself being satisfactory to NYCHA. NYCHA will not pay tax in any form of any type nor, under any circumstances, will NYCHA pay any interest, late charge or penalty with respect to any payments under the Agreement.

C. Retainage

NYCHA shall retain five percent (5%) of the amount due out of each payment made to the Consultant for each Task Order. Such retainage shall be released by NYCHA upon: NYCHA's receipt of the "General Release" (when applicable); and upon completion by the Consultant of 100% of all the terms and conditions of the Task Order; which shall be included with the final payment or paid as the final payment. The Final Payment of each completed Task Order will include the general release of all retainage from previous payments of the subject Task Order.

D. Payment for Additional Professional Services

For Consultant's Additional Professional Services, where requested by NYCHA, compensation shall be an agreed upon lump sum fee based on the hourly rates, multiplier and personnel delineated in **Attachment #3** to **Exhibit C** to the RFP (Schedule of Hourly Rates), which shall be payable pursuant to an amendment to the Task Order (*i.e.*, Supplemental Task Order) only after the Additional Professional Services have been authorized in writing by NYCHA and completed by the Consultant.

If rates and personnel are not delineated in **Attachment #3** to **Exhibit C**, then the agreed upon lump sum fee shall be based on the following:

1. Principal's time at a fixed rate, not to exceed \$225.00 per hour; or
2. Technical employees (clerical excluded) at a multiplier not-to-exceed 2.5 times the employees' direct hourly wage (exclusive of any benefit add-ons).

E. Form of Invoice

1. The Consultant shall submit all bills in triplicate on forms acceptable to NYCHA, to the individual indicated in the Assignment Letter which shall be signed by a Principal of the firm. The Consultant shall, if required by NYCHA, include an affidavit stating that:

“All debts incurred by the Consultant in the performance of the Services under this Agreement, including wages of all employees and sub-consultants, have been paid.”
2. Consultant invoices shall be itemized by Task Order and shall include the Agreement number and Project name. Billing shall be detailed according to the agreed upon payment schedule and shall clearly indicate: payment or phase number; completed line items; and a brief description of the Services performed by such invoice. Billing for sub-consultant services shall be itemized and referenced per the respective payment schedules and phases, when applicable.

F. Consultant's Certification

1. The Consultant shall certify that each invoice submitted for payment is an accurate statement of professional fees owed for the performed Services and work product described in such invoice, and that the Services billed for have actually been performed and/or delivered, pursuant to the terms of the Consultant's Agreement with NYCHA.
2. Each and every invoice submitted for payment shall include the following statement, which shall be signed by a Principal of the firm:

“I certify that this invoice is an accurate statement of professional fees owed for the services and work products described in this invoice, and that such services have actually been provided and/or such work products delivered, pursuant to the terms of the Agreement.”

G. Reimbursable Expenses

1. Reimbursable Expenses are not chargeable against the Design Fee, except as described herein.
2. The total Reimbursable Expenses shall not exceed 25% of the total lump sum Design Fee per Task Order.
3. Reimbursable Expenses are those actual expenses incurred by the Consultant, its associates, technical personnel that are:
 - a. Actual, necessary, and reasonable expenses for travel, provided that prior written authorization for such travel is given by NYCHA;
(Note: travel to and from the site of the project is excluded);

- b. Actual, necessary and reasonable reproduction costs of specifications, reports and other documents required to be submitted to NYCHA and other relevant agencies for review and approval, beyond the specific quantities of duplicates specified in **Exhibit A, Section P** (Deliverables). Any duplicates made exclusively for the Consultant's own use will not be considered as a Reimbursable Expense;
- c. Actual, necessary, and reasonable expenses for materials, tools, or equipment deemed necessary or required by NYCHA under emergent or special conditions (Note: "emergent" or "special" conditions, as used in the Agreement, mean a separate and distinct request for items required by NYCHA which are not obtainable within the time frame required by project conditions, if purchased through normal Authority channels); provided that prior written authorization for such expense is given by NYCHA;
- d. Professional services for special inspections when requested or required. They shall include the use of professional engineers and testing laboratories to perform all tests and inspections required by regulatory agencies. All special inspection reports and certifications shall be submitted to regulatory agencies having jurisdiction with copies to NYCHA; and
- e. Testing and probing for the purpose of investigating concealed construction. This includes surveys or tests performed for the purpose of verifying site conditions or applications and character of materials. If it is recommended that additional testing or probes be provided, the Consultant shall submit a proposed testing program to NYCHA for review and approval;
- f. If the testing is performed by the Consultant, costs associated with the implementation of additional testing, including Sub-consultant cost, shall be billed as a Reimbursable Expense. The Consultant shall solicit a minimum of three (3) written proposals on all probes. Such probes shall be reimbursed at cost to the Consultant plus 10% for the Consultant's overhead costs.

NOTE: All technical services provided by the Consultant in connection with investigations and determining the need for and evaluation probes shall be considered as work under the Task Order and not subject to further compensation.

- 4. NYCHA is exempt from paying sales and use taxes, and most governmental fees; therefore, most fees are waived for securing governmental approvals. The Consultant must obtain NYCHA's written approval before expending funds for fees to any governmental agencies.
- 5. No claim for compensation for materials, tools, or equipment under the provisions of item (c) immediately above shall be valid unless the Consultant has submitted an estimate of the quantity and type of each of such item(s) involved, and has estimated a maximum time and cost factor which shall be agreed to in writing with NYCHA prior to the furnishing of such items. The Consultant shall not incur costs in excess of such estimated maximum costs unless a revised higher amount has been approved by NYCHA.

6. Request(s) for reimbursement shall be on separate invoice(s) from the base_contract and must be accompanied by detailed specific charges paid by the Consultant for each item including, but not limited to, appropriate back-up documentation, i.e., paid bills, cancelled checks and receipts. The Consultant's invoices for reimbursements shall not include add-ons for the Consultant's overhead and profit.

NOTE: Invoicing for Reimbursable Expenses shall be submitted in amounts of no less than \$200.00. Totals less than \$200.00 shall be billed and submitted with the final invoice.

H. Responsibility of Consultant for Extra Costs

At NYCHA's discretion, the Consultant shall be held responsible for all costs incurred by NYCHA for design errors and omissions resulting from the Consultant's failure to perform in a manner consistent with that level of care and skill ordinarily exercised by members of the A/E field under similar conditions. These costs shall include, but will not be limited to, expenses for rebidding, corrective construction work and cost escalation.

I. Changes Through Fault of the Consultant

In the event, that any changes are required in the plans, drawings, specifications or other documents due to defect(s) in design, workability, or lack of details, or because of any other fault or errors of the Consultant or any of its Sub-consultants, no additional compensation shall be paid to the Consultant for making such changes.

The Consultant shall make corrections where such corrections are required by NYCHA without additional compensation.

EXHIBIT C

BID FORMS

ATTACHMENT #1

CONTACT SHEET

(Must be placed with Technical Proposal)

Proposer:

Name: _____

Address: _____

Telephone #: _____

Fax #: _____

E-Mail Address: _____

Type of Firm: _____

Tax Identification #: _____

Name of Proposer's representative with the authority to commit the Proposer and its resources to an Agreement with NYCHA:

Name: _____

Title: _____

Telephone #: _____

E-Mail Address: _____

Name of Proposer's contact person if different than the person named immediately above:

Name: _____

Title: _____

Telephone #: _____

E-Mail Address: _____

PROPOSER ACKNOWLEDGEMENT: THE ATTACHED PROPOSAL SHALL REMAIN IN EFFECT FOR 180 CALENDAR DAYS FROM THE DATE OF THE PROPOSAL SUBMISSION DEADLINE:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

***** End of Attachment #1 *****

ATTACHMENT #2

IDENTIFICATION OF KEY PERSONNEL & SUBCONSULTANTS

(Must be placed with Technical Proposal)

A) Identification of Key Personnel

As set forth in **Section III(C)(1)(j)** of the RFP, identify the individuals who will perform the required Services for the titles of Key Personnel set forth below and provide information demonstrating their qualifications. After selection of the Consultant, the Proposal information provided by the Proposer on this form will be included in the Consultant's Agreement.

Architectural Personnel

Title	Name	Number of Years of Experience	Professional License or Certification #
Principal	_____	_____	_____
Project Architect	_____	_____	_____
Project Manager	_____	_____	_____

Engineering Personnel

Title	Name	Number of Years of Experience	Professional License or Certification #
Principal	_____	_____	_____
Project Engineer	_____	_____	_____
Project Manager	_____	_____	_____
Senior Structural Designer	_____	_____	_____
Senior Electrical Designer	_____	_____	_____
Senior Plumbing Designer	_____	_____	_____
Senior HVAC Designer	_____	_____	_____

B) Identification of Sub-Consultants

As set forth in **Section III(C)(1)(k)** of the RFP, the Proposer must identify by name the specific Sub-consultant(s) the Proposer intends to use to perform the required Services. Specifically, identify the Sub-consultants for the services set forth below. If for any of the areas set forth below, the Proposer intends to perform services with its own employees, so indicate by inserting the words "In House."

Structural Design: _____

Electrical Design: _____

Mechanical Design: _____

Plumbing Design: _____

Senior Expediter: _____

Expediter: _____

Senior Surveyor: _____

Surveyor: _____

Senior Estimator: _____

Estimator: _____

Senior Specification Writer: _____

Specification Writer: _____

Historical Preservation Specialist: _____

Statistician: _____

Data/IT Manager: _____

Quality Assurance Manager: _____

Schedulers: _____

***** End of Attachment #2**

ATTACHMENT #3

SCHEDULE OF HOURLY RATES

(Must be placed with Fee Proposal)

Title	(a) Hourly Rate	(b) Actual Multiplier	(a) x (b) Total Amount
<u>Architectural Design</u>			
Principal (Partner or Officer)	\$ _____		
Senior Architect (Chief Architect)	\$ _____	X _____	= \$ _____
Project Manager (Job Captain)	\$ _____	X _____	= \$ _____
Senior Architectural Designer	\$ _____	X _____	= \$ _____
Junior Architectural Designer	\$ _____	X _____	= \$ _____
Senior Landscape Architect	\$ _____	X _____	= \$ _____
Junior Landscape Architect	\$ _____	X _____	= \$ _____
CADD Operator (Draftsperson)	\$ _____	X _____	= \$ _____
CADD Operator (Draftsperson)	\$ _____	X _____	= \$ _____
Office Assistant	\$ _____	X _____	= \$ _____

NOTE: Consultant shall not leave any blanks

ATTACHMENT #3

SCHEDULE OF HOURLY RATES (continued)

(Must be placed with Fee Proposal)

Title	(a) Hourly Rate	(b) Actual Multiplier	(a) x (b) Total Amount
<u>Engineering Design</u>			
Principal (Partner or Officer)	\$ _____		
Senior Engineer (Chief Engineer)	\$ _____	X _____	= \$ _____
Project Manager (Squad Leader)	\$ _____	X _____	= \$ _____
Project Manager (MEP)	\$ _____	X _____	= \$ _____
Senior Designer Engineer	\$ _____	X _____	= \$ _____
Engineer Designer	\$ _____	X _____	= \$ _____
Engineering Technician	\$ _____	X _____	= \$ _____
Senior Engineering Draftsperson	\$ _____	X _____	= \$ _____
Junior Engineering Draftsperson	\$ _____	X _____	= \$ _____
CADD Operator (Draftsperson)	\$ _____	X _____	= \$ _____
Office Assistant	\$ _____	X _____	= \$ _____

NOTE: Consultant shall not leave any blanks.

ATTACHMENT #3

SCHEDULE OF HOURLY RATES (continued)

(Must be placed with Fee Proposal)

Title	(a) Hourly Rate	(b) Actual Multiplier	(a) x (b) Total Amount
<u>Professional Specialties Services</u>			
Senior Expediter	\$ _____	X _____	= \$ _____
Expediter	\$ _____	X _____	= \$ _____
Senior Surveyor	\$ _____	X _____	= \$ _____
Surveyor	\$ _____	X _____	= \$ _____
Senior Estimator	\$ _____	X _____	= \$ _____
Estimator	\$ _____	X _____	= \$ _____
Senior Specification Writer	\$ _____	X _____	= \$ _____
Specification Writer	\$ _____	X _____	= \$ _____
Historical Preservation Specialist	\$ _____	X _____	= \$ _____
Statistician	\$ _____	X _____	= \$ _____
Data/IT Manager	\$ _____	X _____	= \$ _____
Quality Assurance Manager	\$ _____	X _____	= \$ _____
Schedulers	\$ _____	X _____	= \$ _____
Field Inspector	\$ _____	X _____	= \$ _____
Office Assistant	\$ _____	X _____	= \$ _____

NOTE: Consultant shall not leave any blanks.

***** End of Attachment# 3 *****

EXHIBIT C / ATTACHMENT #4

SECTION 3 HIRING PLAN

(Must be placed with Separate Sealed Envelope marked “SECTION 3 HIRING PLAN”)

The Proposer should refer to Section C of the NYCHA General Terms and Conditions and Part 135 of Title 24 of the Code of Federal Regulations (the “CFR”) for an explanation of the Proposer’s Section 3 obligations that will be enforced as part of an awarded Agreement.

- A. Section 3 Plan:** The name of the individual authorized by Proposer to serve as the *Section 3 Plan Officer* is: _____.
- B. Section 3 Residents:** To the greatest extent feasible, the proposer must meet numerical goals for providing training and employment opportunities to Section 3 Residents as defined in Exhibit E, Section A(1), attached hereto. The Proposer must provide preference in hiring and training to Section 3 Residents in the order of priority listed in Exhibit E, Section A(2). Outline your current and anticipated workforce needs below. Attach additional sheets if necessary.

Workforce Analysis and Projection:

SKILLED WORKERS

JOB DESCRIPTION	# OF CURRENT SKILLED WORKERS			# OF MAXIMUM PROJECTED SKILLED WORKERS (New Hires)		
	Total	Cat 1&2	Cat 3&4	Total	Cat 1&2	Cat 3&4

UNSKILLED WORKERS

JOB DESCRIPTION	# OF CURRENT UNSKILLED WORKERS			# OF MAXIMUM PROJECTED UNSKILLED WORKERS (*New Hires)		
	Total	Cat 1&2	Cat 3&4	Total	Cat 1&2	Cat 3 &4

*New Hire shall mean a person who is not on the Proposer’s payroll for employment at the time of Agreement award.

What actions will the Proposer take to recruit Skilled Workers and Unskilled Workers?

- Which Resident Associations/Organizations will you contact?

- In which newspapers, magazines, journals or other periodicals will you advertise job openings? _____
- In which locations will you hang recruitment posters?

- Which labor unions, representatives of workers with which proposer has a collective bargaining agreement and apprentice programs will you contact?

- Will you contact NYCHA's Department of Resident Employment Services for a list of interested Category 1 and Category 2 residents?

- Will you use NYCHA's existing employment readiness programs and job placement assistance programs? _____
- How else will you recruit Section 3 Residents?

C. **Section 3 Business Concerns:** (1) The Proposer certifies that it meets the definition of a Section 3 Business Concern as defined in **Exhibit E, Section B(1)**, attached hereto, and satisfies one (1) of the categories of Section 3 Business Concerns as defined in **Exhibit E, Section B(2)**, (check the appropriate box of the category that describes proposer's business):

- Category 1 Business; Category 2 Business; Category 3 Business;
- Category 4 Business; or the proposer is not a Section 3 Business Concern

(2) To the greatest extent feasible, the proposer must meet numerical goals for awarding subcontracts to Section 3 Business Concerns. A statement explaining the Proposer's commitment to Section 3 must be sent to each subcontractor and/or subconsultant engaged under the Agreement. Outline your anticipated subcontractor and/or subconsultant needs in performing the Agreement below. Attach additional sheets if necessary.

Projected Number of Subcontractors and/or Subconsultants

Type of Work Subcontracted or Subconsulted	\$ Value of Subcontracts

Projected Number of Subcontracts to be Awarded to Section 3 Business Concerns

Type of Work Subcontracted or Subconsulted	\$ Value of Subcontracts

Section 3 Business Concern Summary

a. Projected \$ value of subcontractors	
b. Projected \$ value of Section 3 subcontractors	
c. % of Section 3 subcontractors (b/a) X 100	

What actions will your company take to publicize opportunities for subcontractors and/or subconsultants?

◆ Which Residents Associations/Organizations will you contact?

◆ In which newspapers, magazines, journals or other periodicals will you advertise?

◆ Which Business Associations will you contact?

◆ In which locations will you hang recruitment posters?

◆ How else will you identify subcontractors and/or subconsultants?

II. Certification of Section 3 Compliance

The Proposer hereby certifies by signing below, that it will comply with the Section 3 regulations as set forth in the NYCHA General Terms and Conditions and the CFR. The Proposer's Section 3 Plan Officer agrees to meet with any NYCHA residents submitted by NYCHA to Proposer for employment consideration and to provide documentation and reports required by NYCHA to confirm compliance with Section 3 requirements. Failure to make best efforts to comply with this hiring plan and Section 3 requirements may be deemed a breach of the Agreement and may result in sanctions, termination of the Agreement, or debarment or suspension from future contracts/agreements.

Signature of Partner or Corporate Officer

Date

Printed Name

Title

Firm

EIN #

Address

Telephone Number

Fax Number

NOTE: Proposer shall not leave any blanks

***** End of Attachment #4 *****

EXHIBIT C / ATTACHMENT #5
ACKNOWLEDGEMENT OF ADDENDA
(Must be placed with Proposal)

Complete Part I or Part II as applicable

PART I

ADDENDUM #1, DATED _____

ADDENDUM #2, DATED _____

ADDENDUM #3, DATED _____

ADDENDUM #4, DATED _____

ADDENDUM #5, DATED _____

ADDENDUM #6, DATED _____

ADDENDUM #7, DATED _____

LIST FURTHER ADDENDA AND DATES RECEIVED:

PART II

_____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

PROPOSER'S NAME: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

***** End of Attachment #5 *****

EXHIBIT C / ATTACHMENT #6

STATEMENT OF UNDERSTANDING

(Must be placed with Proposal)

By signing in the space below, the undersigned certifies that:

1. the Proposer has read and understands the intent, requirement and scope of the engagement as described in the RFP and all Exhibits thereto;
2. the Proposer has the capacity to execute an Agreement with NYCHA;
3. the Proposer agrees to accept all terms and conditions with respect to the Scope of Work and payment for same as described in the RFP;
4. the Proposer agrees, if its Proposal is accepted by NYCHA, to enter into an Agreement with NYCHA in accordance with all terms, conditions and requirements of the RFP; and
5. all information and documentation that is submitted to NYCHA in response to the RFP is, to the best of the Proposer's knowledge, true and accurate.

I further herby certify that my firm will carry all insurances specified in the Agreement.

Signature of Partner or Corporate Officer

Date

Printed Name

Title

Firm

EIN #

Address

Telephone Number

Fax Number

***** End of Attachment #6 *****

EXHIBIT C / ATTACHMENT #7
PROPOSER'S CERTIFICATION

(Must be placed with Proposal)

By the act of submitting a Proposal, the Proposer and each person signing on behalf of the Proposer certifies, under the penalty of perjury, that, to the best of the Proposer's and such person's knowledge and belief:

1. the prices in the Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the Proposal Submission Deadline, directly or indirectly, to any other Proposer or to any competitor; and
3. no attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not submit a proposal for the purposes of affecting competition.

Signature of Partner or Corporate Officer

Date

Printed Name

Title

Firm

EIN #

Address

Telephone Number

Fax Number

***** End of Attachment #7 *****

EXHIBIT D

NYCHA GENERAL TERMS AND CONDITIONS

A. GENERAL WARRANTY AS TO PERFORMANCE

The Consultant agrees that it shall use its best efforts and professional skills in accordance with applicable professional standards and with the terms of the Agreement in order to perform and complete the Services to the sole satisfaction of NYCHA.

B. NON-DISCRIMINATION

In connection with the performance of the Services, the Consultant shall not discriminate against any employee or applicant for employment because of age, alienage or citizenship status, color, creed, disability, gender (including sexual harassment), marital or familial status, military service, national origin, prior arrest record, race, religion, sexual orientation, and status as a victim of domestic violence or for any other unlawful reason.

C. EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS, SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

- (1) The Services to be performed under the Agreement are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-income and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The Consultant agrees to comply with the HUD regulations in 24 Code of Federal Regulations ("**CFR**") part 135 that implement Section 3. The Consultant hereby certifies that it is under no contractual or other impediment that would prevent it from complying with the regulations in 24 CFR part 135.
- (3) The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under these Section 3 provisions, and the Consultant agrees to post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference (as set forth in 24 CFR part 135) and shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- (4) The Consultant agrees to include these Section 3 provisions [*i.e.*, provisions equivalent to those set forth in paragraphs (1) through (6) hereof] in every subcontract subject to compliance with the regulations in 24 CFR part 135, and the Consultant agrees to take appropriate action, as provided in an equivalent provision of the subcontract or in this Section, upon a finding that the subconsultant or subcontractor is in violation of the regulations in 24 CFR part 135. The Consultant will not subcontract with any subconsultant or subcontractor where the Consultant has knowledge that the subconsultant or subcontractor has been found in violation of the regulations in 24 CFR part 135.

- (5) The Consultant hereby certifies that any vacant employment positions, including training positions, that were filled (a) after the Consultant was selected but before the Agreement is executed, and (b) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the Agreement for default, and/or a finding of non-responsibility with respect to (or debarment or suspension from) future NYCHA contracts or other HUD-assisted contracts.

D. COVENANT AGAINST FEES FOR SOLICITATION

The Consultant warrants that it has not employed any third party to solicit or secure the Agreement based upon any agreement calling for any payment for such services, including, without limitation, the payment of a commission, percentage, credit or contingent fee (collectively referred to as a "**Commission**"). Breach of this warranty gives NYCHA the right to immediately terminate the Agreement or, at its discretion, to deduct from the Consultant's compensation the amount of such Commission.

E. WARRANTY OF NO DISABILITY

The Consultant represents and warrants to NYCHA that it is not now under any disability, by reason of contractual restriction on its employment, by reason of custom or practice, by reason of a filing by (or against) the Consultant for protection under the United States Bankruptcy Code, or by reason of any other legal or financial obligation imposed on or incurred by the Consultant, which would prevent the Consultant from the full, faithful and timely completion of the Services. The Consultant further covenants to NYCHA that, during the term of the Agreement, the Consultant will not incur any such disability, nor permit such disability to exist. For breach of any of the above representations, warranties or covenants, NYCHA may, at its sole option, terminate the Agreement on written notice to the Consultant.

F. OFFICIALS NOT TO BENEFIT

No member of, or delegate to, the Congress of the United States or the New York State or City government shall be permitted by the Consultant to share in any part of the Agreement or any benefit that may arise from the Agreement.

G. INTEREST BY MEMBERS OF LOCAL AUTHORITY AND LOCAL GOVERNING BODY

No Member, officer or employee of NYCHA, no member of the governing body of the jurisdiction in which NYCHA is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Services covered by the Agreement may, during his or her tenure and for one year after such tenure, have any interest, direct or indirect, in the Agreement or the proceeds thereof.

H. COMPLIANCE WITH LAWS

The Consultant agrees to comply with all applicable laws, ordinances and codes of the federal, state and local governments as they affect the performance of the Agreement and with all rules, regulations and orders of any governmental authority or agency having jurisdiction over, or interest in, NYCHA or the Agreement.

I. COMPLIANCE WITH ENVIRONMENTAL LAWS AND ENERGY STANDARDS

The Consultant agrees to comply with: (a) all applicable standards, orders or requirements of the Clean Air Act, as amended (42 U.S.C. Section 7602) [formerly 42 U.S.C. Section 1857(h)], the Clean Water Act, as amended (33 U.S.C. Section 1368), Executive Order 11738 and all implementing regulations promulgated by the Environmental Protection Agency (40 CFR Part 15);

and (b) all mandatory standards and policies relating to energy efficiency contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163), and any other applicable laws or amendments thereto.

J. INSURANCE REQUIREMENTS

- (1) It is understood that, for any and all purposes, all personnel assigned to perform work under the Agreement by the Consultant are deemed to be employees, subconsultants or subcontractors of the Consultant, and not of NYCHA.
- (2) The Consultant shall maintain, and shall cause each subconsultant or subcontractor of the Consultant to maintain, for the duration of the Agreement and any extensions hereunder, insurance consisting, at least, of:

Coverage Type	Minimum Limits	Forms & Required Endorsements
Workers' Compensation/ Employer's Liability	Workers' Compensation: Statutory for the State of New York Minimum Employer's Liability: \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit	Form: As required in the State of New York Endorsements: <ul style="list-style-type: none"> • Waiver of Subrogation • Primary & Non-Contributory Clause
Commercial General Liability	\$2,000,000 per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$1,000,000 Personal/Advertising Injury \$5,000 Medical Expense	Form: General Liability Form ISO CG 00 01 or equivalent Endorsements: <ul style="list-style-type: none"> • Additional Insured ISO Form CG2010 and CG2037 or their equivalents • Waiver of Subrogation • Primary & Non-Contributory Clause • Severability of Interest Clause
Business Auto Liability	\$1,000,000 Combined Single Limit	Form: Business Auto Form CA 00 01 or equivalent Coverage to be applicable to Owned, Non-Owned & Hired Autos Endorsements: <ul style="list-style-type: none"> • Additional Insured ISO Form CA2048 or its equivalent • Waiver of Subrogation • Primary & Non-Contributory Clause • Severability of Interest Clause <p>If Transporting Hazardous material: MCS-90 may mandate higher limits</p>
Professional (Errors & Omissions) Liability	\$5,000,000 Each Claim \$5,000,000 Aggregate	Form: Claims-made form Extended Reporting Period 3 Years from the end of contract services Endorsements: <ul style="list-style-type: none"> • NYCHA as Indemnified Party for vicarious liability • Primary & Non-Contributory Clause • Severability of Interest Clause

Note: The Consultant shall be responsible for obtaining and maintaining, at its sole cost and expense, and for causing its subconsultants and subcontractors to obtain and maintain, at their sole cost and expense, insurance covering their respective personal property while upon NYCHA premises or in NYCHA vehicles during the term of the Agreement. Except for the intentional wrongful acts of NYCHA, NYCHA shall have no

responsibility for loss of, damage to, or theft of the Consultant's or its subconsultants' or subcontractors' personal property.

- (3) All policies of insurance must be written on an occurrence basis, except for Workers' Compensation Insurance, including Employer's Liability Insurance, and Professional Liability Insurance, and must be issued by companies licensed and/or admitted, or authorized to do business, in the State of New York, having a rating of at least "A" and a financial rating of "VII," as rated by the most recent Best's Insurance Rating Guide. The Consultant's General Liability Insurance policy must be endorsed:
 - (a) to name NYCHA as an additional insured;
 - (b) to allow severability of interests and rights of cross-claim; and
 - (c) to provide that the policy must not be canceled, or its coverage reduced, without at least 30 calendar days' prior written notice to NYCHA.
- (4) Prior to its employees', subconsultants' or subcontractors' starting to perform the Services, and from time to time thereafter on demand from NYCHA, the Consultant must provide NYCHA with satisfactory certificates of insurance, and/or certified copies of the insurance policies, evidencing that such insurance is in effect. Such certificates, and/or certified copies of the insurance policies, must be sent to:

New York City Housing Authority
90 Church Street, 6th Floor
New York, NY 10007-2919
Attn: Risk Finance Division

- (5) Insurance coverage in the amounts provided for herein shall not limit the Consultant's liability and shall not relieve the Consultant from any liability that might exceed such amounts, nor shall NYCHA be precluded by such insurance coverage from taking other actions that may be available to NYCHA under any other provisions of the Agreement or otherwise.

K. INDEMNIFICATION

- (1) The Consultant agrees to defend, indemnify and hold harmless NYCHA, its Members, officers, employees, agents and representatives, and any other party or entity acting on behalf of NYCHA, from and against any and all liabilities, claims, losses, damages, costs, fees and expenses, including, without limitation, reasonable attorneys' fees and expenses (including, without limitation, those incurred by NYCHA in enforcing this indemnification), and all reasonable sums charged to associated litigation, relating to (a) any alleged or actual personal injury, bodily injury (including death), or property damage (or any consequential damages related to such personal injury, bodily injury or property damage), arising out of or resulting from any work or Services provided by the Consultant or its employees, agents, subconsultants or subcontractors in conjunction with the Agreement, or arising out of any other act, error or omission of the Consultant or its employees, agents, subconsultants or subcontractors, or (b) any claim for loss, damage to, or theft of any personal property of, or in the care of, the Consultant, its subconsultants or subcontractors while such personal property is at or upon NYCHA premises or in NYCHA vehicles, unless resulting from the intentional act of NYCHA. The Consultant agrees that its obligations under this indemnification provision shall survive the expiration or earlier termination of the Agreement.
- (2) The Consultant agrees to defend, indemnify and hold harmless NYCHA, its Members, officers, employees, agents and representatives, and any other party or entity acting on behalf of NYCHA, from and against any and all liabilities, claims, losses, damages, costs, fees and expenses, including, without limitation, reasonable attorneys' fees and expenses (including, without limitation, those incurred by NYCHA in enforcing this

indemnification), and all reasonable sums charged to associated litigation, which may be incurred in any action for unfair competition, for infringement of any United States Letters Patent, or any trademark or service mark, or of any copyright or for theft of any trade secret with respect to the Agreement. The Consultant agrees that its obligations under this indemnification provision shall survive the expiration or earlier termination of the Agreement.

- (3) The Consultant agrees to indemnify and hold NYCHA harmless from and against any and all damages, costs, fees and expenses, including, without limitation, reasonable attorneys' fees and expenses incurred by NYCHA in enforcing this indemnification, and all reasonable sums charged to associated litigation, which may be incurred by NYCHA as a result of, or by way of mitigating NYCHA's damages resulting from, any failure by the Consultant to fulfill its obligations under the Agreement. The Consultant agrees that its obligations under this indemnification provision shall survive the expiration or earlier termination of the Agreement.

L. DEFENSE AND SETTLEMENT OF MATTERS TO WHICH INDEMNITY PROVISIONS APPLY

NYCHA agrees to notify the Consultant of any action or claim with respect to which the indemnity provisions of the prior Section may apply. The Consultant shall have the obligation to conduct the defense and settlement of such actions or claims at NYCHA's option; provided, however, that (a) if there is a reasonable probability that any action or claim for which the Consultant is to provide indemnity to NYCHA hereunder may adversely affect NYCHA or any of its Members, officers, employees or agents (other than as a result of money damages or other money payments), NYCHA then has the exclusive right to defend, compromise or settle such action or claim; and (b) the Consultant must not, without NYCHA's prior written consent, settle or compromise, or consent to the entry of any judgment in connection with, any such action or claim, if such settlement, compromise or judgment does not include as an unconditional term thereof an unconditional release of NYCHA and its Members, officers, employees and agents by the claimant or the plaintiff, as the case may be, from all liability regarding such action or claim. The Consultant will use its best efforts upon assuming such control to secure and maintain for NYCHA the unrestricted right to the continued use of the product of the Services, including any affected deliverable.

M. FINAL PAYMENT AND RELEASE

Prior to NYCHA's final payment to the Consultant, whether upon completion of the Services or as a result of NYCHA's right to terminate the Agreement as provided in the Agreement, and as a condition precedent to such final payment, the Consultant must execute and deliver to NYCHA, in a form acceptable to NYCHA, a release by the Consultant of NYCHA from all claims against NYCHA arising under and by virtue of the Agreement, other than such good-faith claims, if any, reasonably believed by the Consultant to be owed, as may be specifically excepted by the Consultant in stated amounts set forth in the release. In the event that a release is not forthcoming to NYCHA, the acceptance, without formal written exception, by the Consultant of a check with notice advising that the check is designated as "Final Payment" is, and operates as, a release of NYCHA from any and all claims by, and all liability to, the Consultant in connection with the Services and for every act, omission and neglect of NYCHA and others relating to or arising out of the Agreement.

N. RIGHT TO AUDIT; MAINTENANCE OF BOOKS AND RECORDS

- (1) NYCHA, any agency providing funds to NYCHA and the Comptroller General of the United States have the right to perform an audit of the Consultant's finances and the books and records related to its performance under the Agreement, including, without limitation, the financial arrangement with anyone that the Consultant may delegate to discharge any part of its obligations under the Agreement.
- (2) The Consultant must provide, and must cause each subconsultant and subcontractor of the Consultant to provide, access by NYCHA, any agency providing funds to NYCHA, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, records and supporting documentation of the Consultant and such subconsultants and subcontractors that are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, duplicate photocopies and transcriptions.
- (3) In order to permit the making of audit, examination, excerpts, duplicate photocopies and transcriptions by NYCHA, any agency providing funds to NYCHA, the Comptroller General of the United States or any of their duly authorized representatives, the Consultant agrees to maintain all records and supporting materials for the Services for a period of three years following the later of (a) the end of the term of the Agreement, or (b) such time as NYCHA makes final payments and all other pending matters related to the Agreement (including, without limitation, litigation, claims and appeals) are closed.

O. OWNERSHIP OF WORK

The Consultant waives any claim or right it has, or may have, against NYCHA or any third party as it may relate to ownership of the product of the Services. The Consultant waives all such claims or rights, including, but not limited to, all rights throughout the world of reproduction and distribution on any medium by any means, art or method and all rights in copyright, trademark and patent. The Consultant agrees to assign and transfer to NYCHA all rights of every kind in connection with each and every discovery or invention or idea, and any and all expressions thereof of whatsoever nature that arise out of, or are developed in the course of the performance of the Agreement, and in and to any and all electronic, written, audio or visual expressions thereof, and shall turn over such expressions thereof upon NYCHA's demand therefor and upon the expiration or earlier termination of the Agreement. Specifically, and without in any way limiting the generality of the foregoing, the Consultant expressly grants all rights of every kind in any and all material that was not in existence prior to the Agreement but that the Consultant or any of its employees, subconsultants or subcontractors may create or develop in the course of the delivery of Services to NYCHA, whether or not the product of the delivery of such Services constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). The Consultant must, without unreasonable delay, execute any document, including, without limitation, an assignment of copyright or of letters patent, which NYCHA may reasonably require to show evidence of its ownership of any such copyrights, patents, trademarks or other rights. The Consultant agrees that its obligations under this Section shall survive the expiration or earlier termination of the Agreement.

P. PROMOTIONAL LITERATURE

The Consultant agrees that the terms "New York City Housing Authority," "NYCHA," "The City of New York Housing Authority" or any derivation thereof must not be utilized in any promotional literature or advertisements without the express prior written consent of NYCHA, except that such terms may be included in client lists. The Consultant further agrees that it will not describe the Services in any proposals to potential customers of the Consultant or promotional literature or advertisements without the express prior written consent of NYCHA.

Q. CONFIDENTIALITY

The parties anticipate that the Consultant may acquire access to information and data about the operations, the staff and the resident population of NYCHA (the "**Confidential Information**"). To the extent that the Consultant or any subconsultant or subcontractor of the Consultant obtains any Confidential Information, the Consultant agrees that: (a) it will protect and preserve the confidentiality of such Confidential Information with the same care and diligence with which it protects and preserves its own most secret business information; (b) it will use such Confidential Information only in the performance of its obligations arising under the Agreement; and (c) it will make no disclosure of such Confidential Information other than to an employee of NYCHA or to an employee, subconsultant or subcontractor of the Consultant in the course of such Consultant employee's, subconsultant's or subcontractor's provision of Services under the Agreement. In addition, the Consultant agrees to obtain a written commitment from each employee, subconsultant or subcontractor that it may use in its performance of the Agreement to be bound by the terms of this Section, and the Consultant agrees to make available the original copy of any such commitment upon written request from NYCHA from time to time. The Consultant agrees that the obligation of confidentiality set forth in this Section shall survive the termination or expiration, as the case may be, of the Agreement. Upon the termination of the Agreement for any reason, the Consultant must surrender immediately to NYCHA all materials provided by NYCHA or prepared by the Consultant under the Agreement; provided, however, that the Consultant may retain a copy of all materials prepared by the Consultant as part of its work papers, which shall be treated by the Consultant as Confidential Information.

R. ASSIGNMENT; DELEGATION AND SUBCONTRACTING

The Agreement and the rights and duties under the Agreement must not be assigned, delegated or subcontracted by the Consultant without the prior written consent of NYCHA, and any purported assignment, delegation or subcontracting of the Agreement without said consent of NYCHA is void. When issuing solicitations for subcontractors, the Consultant shall take affirmative steps to include minority- and women-owned business enterprises. The Consultant will, in all solicitations or advertisements for bids for subcontractors placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for subcontracts without regard to race, color, religion, sex, national origin, disability, age, handicap, marital status or military service.

S. SUSPENSION OF SERVICES

NYCHA may order the Consultant to suspend the Services, in whole or in part, for NYCHA's convenience for such period of time as it may deem appropriate; provided, however, that where such suspension is made for an unreasonable period of time, an adjustment will be made for any increase in the cost of performance of the Services caused by such suspension. No adjustment will be made, however, where the work is suspended or delayed by any other cause, including, without limitation, the fault, negligence or improper performance of the Consultant.

T. TERMINATION OF AGREEMENT FOR CONVENIENCE

NYCHA has sole discretion to terminate the Agreement, in whole or in part, at any time for its convenience upon prior written notice to the Consultant of NYCHA's intention to terminate the Agreement. Such termination may be for any reason or for no reason. After receipt of such notice, the Consultant must cease all work under the Agreement, unless otherwise directed in the notice. The Consultant will be entitled to payment for the Services, as defined in the Agreement, performed up to the time of termination stated in such notice, provided that NYCHA first receives and approves a request for payment and an invoice.

U. TERMINATION OF AGREEMENT OTHER THAN FOR CONVENIENCE

- (1) If the Consultant breaches, violates or defaults on any of the terms of the Agreement, NYCHA has the right to give the Consultant written notice specifying the nature of the breach, violation or default. Thereafter, the Consultant has 30 calendar days, or such shorter period as NYCHA in its sole discretion may require under the circumstances, after the Consultant's receipt of such notice to remedy the breach, violation or default. In the event that the Consultant fails to remedy the breach, violation or default within such 30 calendar-day period, or such shorter period as NYCHA in its sole discretion may require under the circumstances, NYCHA then has the right to immediately terminate the Agreement by sending the Consultant a written "Notice of Default and Termination." NYCHA's determination that the Consultant has failed to remedy the breach, violation or default and that the Agreement is terminated shall be conclusive, final and binding on the parties and such a finding shall preclude the Consultant from commencing a plenary action for any damages relating to the Agreement. If the Consultant protests NYCHA's determination, the Consultant may commence a proceeding under Article 78 of the New York Civil Practice Law and Rules, which proceeding must be maintained in a court of competent jurisdiction sitting in the City and County of New York.
- (2) If NYCHA breaches, violates or defaults on any of the terms of the Agreement, the Consultant has the right to give NYCHA written notice specifying the nature of the breach, violation or default. Thereafter, NYCHA has 30 calendar days after NYCHA's receipt of such notice to remedy the breach, violation or default. In the event that NYCHA fails to remedy the breach, violation or default within such 30 calendar-day period, the Consultant then has the right to immediately terminate the Agreement. Termination of the Agreement under this provision shall not give rise to any claim against NYCHA for damages, including, without limitation, for lost profits, or for compensation in addition to that provided hereunder.
- (3) In the event of any termination under Section U(1), the Consultant is not entitled to any further payment for any Services performed until such time as any dispute regarding the Consultant's default or any damages incurred by NYCHA has either been resolved to the satisfaction of both parties or been adjudicated finally beyond any applicable appeal.

V. INVESTIGATIONS AND TERMINATION

The Consultant agrees to cooperate in any investigation or any inquiry by any governmental authority or agency. The New York City Department of Investigation and NYCHA's Office of the Inspector General have the right to require any person dealing with NYCHA to answer questions concerning such dealings, provided that such person is first advised that neither his/her statements nor any information or evidence derived from such statements will be used against him/her in a subsequent criminal prosecution, other than for perjury or contempt arising from such testimony. NYCHA has the right to terminate the Agreement or to take other appropriate action upon the refusal of the Consultant or any of its subconsultants or subcontractors to answer questions in relation to any agreements that the Consultant or any of its subconsultants or subcontractors has with NYCHA, on the condition of immunity described in this Section.

W. CANCELLATION AND DISQUALIFICATION UNDER CERTAIN CIRCUMSTANCES

- (1) If a principal, officer, employee, or a fiduciary of the Consultant who derives a monetary benefit from the Agreement:
 - (a) is called before a grand jury, or any other body that is empowered to compel the attendance of witnesses and examine them under oath; and

- (b) that person refuses to testify concerning any transaction, contract, subcontract, lease, permit or license entered into with the State of New York, or any political division thereof, or any public authority or municipal housing authority or with any public authority, public department, agency or office of the City of New York, or a political subdivision thereof; and
 - (c) that person continues to refuse to testify after being advised that neither his nor her statement nor any information derived from such statement will be used against that person in that or any subsequent criminal proceeding; then
- (2) NYCHA may, after holding a hearing upon notice to all parties involved:
- (a) terminate any open NYCHA contracts about which such person has refused to testify, or take other appropriate action, without NYCHA's incurring any penalty or liability for damages because of such termination or action; and
 - (b) disqualify such person, and any entity with which such person is affiliated, from submitting bids for NYCHA contracts, or from entering into any agreement that will be paid in whole or in part out of funds under the control of, or collected by, NYCHA. Such a disqualification shall not exceed five years after such person's refusal to testify.
- (3) In the event of any such termination of an open NYCHA contract, NYCHA will pay the Consultant any money that NYCHA owes the Consultant for work done prior to such termination under the Agreement, subject to adjustment for any credits or deductions for sums owed to NYCHA or to reasonably cover any unsatisfied claims of third parties.

X. CHANGED CIRCUMSTANCES

If, at any time after the execution of the Agreement by the parties, NYCHA is informed of "Changed Circumstances" (as defined in this Section) with regard to the Consultant, and NYCHA, in its sole discretion, determines that under such Changed Circumstances the continuation of the Agreement would be contrary to NYCHA's best interests, then NYCHA, in its sole discretion, may terminate the Agreement upon one calendar day's prior written notice to the Consultant. As used in this Section, the term "**Changed Circumstances**" shall mean: (a) the initiation of any type of investigation by any federal, state or local governmental department, agency, authority or other instrumentality (including by the Office of the Inspector General of NYCHA), or by any federal, state or local prosecutor's office, into any activity or operation of the Consultant or any director, officer, principal shareholder, partner or other principal, subconsultant or subcontractor of the Consultant; or (b) the return of any federal or state grand jury indictment against the Consultant or any director, officer, principal shareholder, partner or other principal, subconsultant or subcontractor of the Consultant; or (c) the filing of any information by any federal, state or local prosecutor charging the Consultant or any director, officer, principal shareholder, partner or other principal, subconsultant or subcontractor of the Consultant with the commission of any felony. In the event of any termination under this Section, the Consultant is entitled to payment as provided under Section T above, entitled "Termination of Agreement for Convenience," except that NYCHA has the right to part or all of any profit that would otherwise be payable under such Section in the event the investigation or indictment pertains, in whole or in part, to the solicitation, award or performance of the Agreement.

Y. DISPUTES

In the event that the Consultant has a dispute with NYCHA under the Agreement, the Consultant must, within 30 calendar days after such dispute has arisen, notify NYCHA in writing of the Consultant's contention and submit its claim, specifying the nature of the claim and the sum claimed. If the dispute arises prior to the performance of the related duties, the written notice must be submitted prior to the commencement of such duties. In any event, the Consultant must proceed with its duties under the Agreement in compliance with the written instructions of NYCHA, and such compliance is not deemed to be a waiver of the Consultant's right to pursue its claim, provided it has first given the notice required by this Section.

Z. NEW YORK LAW

The Agreement and performance of it are governed by and are to be construed in accordance with the laws of the State of New York, excluding New York's rules regarding conflicts of laws. Any and all proceedings relating to the subject matter of the Agreement must be maintained in the state courts sitting in the City and County of New York, which courts have exclusive jurisdiction for such purpose. The parties hereby consent to submit themselves to the jurisdiction of such courts with respect to any proceedings arising out of, under or related to the Agreement.

AA. LIMITATION OF ACTIONS; WAIVER OF TRIAL BY JURY

- (1) No action or special proceeding will lie or be maintained by the Consultant, its permitted assignees, designees, successors in interest, or anyone claiming under the Consultant, against NYCHA: (a) based upon any claim arising out of, under or related to the Agreement, or by reason of any act, omission or requirement of NYCHA, unless such action or special proceeding is commenced within one year after the date of final payment under the Agreement; or (b) based upon any claim for monies to be retained for any period after the date of final payment under the Agreement, unless such action or special proceeding is commenced within one year after such monies become due and payable under the terms of the Agreement; or (c) if the Agreement is terminated, rescinded, revoked, annulled, or abandoned under its terms, unless such action or special proceeding is commenced within one year after the date of termination, rescission, revocation, annulment, or abandonment. Nothing in the Agreement is deemed to extend any applicable statute of limitations. The Consultant, its permitted assignees, designees, successors in interest, or anyone claiming under it is not entitled to any additional time to begin anew any other action or special proceeding, if an action or special proceeding commenced within the times specified in this Section is dismissed or discontinued, notwithstanding any provisions in the Civil Practice Law and Rules of the State of New York to the contrary.
- (2) NYCHA and the Consultant agree to, and they each hereby do, waive trial by jury in any action, counterclaim or third party action brought by either of the parties against the other based on any claim or other matter arising out of, under or related to the Agreement; provided, however, that there shall be excepted from the foregoing waiver of trial by jury any action based upon a claim for damages for personal injuries or death.

BB. LIMITATION OF NYCHA'S LIABILITY

In no event will NYCHA be liable for any special, punitive, incidental or consequential damages, including, without limitation, lost profits or lost business opportunity.

CC. SEVERABILITY

If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions are in no way affected or impaired and the remaining provisions remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a mutually acceptable provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

DD. MODIFICATION; AMENDMENT OR SUPPLEMENT

The Agreement constitutes the entire agreement between the parties, and any modification, amendment or supplement to the Agreement is not valid or enforceable against either party unless it is in writing and signed by duly authorized officers of both parties.

EE. ARM'S-LENGTH TRANSACTION -- WAIVER OF CONTRA PROFERENTEM RULE

This Agreement has been freely negotiated by both parties. In the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement, or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party's having drafted this Agreement or any portion thereof.

FF. NO BRIBE, KICKBACK OR OTHER INDUCEMENT

The Consultant represents to NYCHA and hereby covenants that the Consultant has not and will not engage in any scheme or practice that seeks to solicit, pay or receive as payment, or to deliver to anyone, any sum or thing of value (including, without limitation, the performance of any service) that may constitute or be construed as a bribe, kick-back, or other inducement that in any manner may prejudice NYCHA's interests or compromise the duty owed by anyone to NYCHA. The Consultant acknowledges that NYCHA is relying upon this representation and covenant as a material inducement to enter into this Agreement with the Consultant.

GG. PROHIBITION ON USE OF TROPICAL HARDWOODS

- (1) Tropical hardwoods and tropical hardwood products, as defined in Section 165 of the State Finance Law, must not be obtained or utilized in the performance of the Agreement, except as expressly permitted by the said Section 165.
- (2) Any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or tropical hardwood product in the performance of the Agreement is non-responsive.

HH. NYCHA'S RIGHT TO WITHHOLD MONEY OUT OF PAYMENTS

If the Services are not performed in strict accordance with the Agreement, or if the services of any other agreement between the Consultant herein and NYCHA are not performed in strict accordance with that agreement's terms, or if NYCHA has a claim against the Consultant for any other reason whatsoever, or if any claim is made against NYCHA, just or unjust (including claims for wrongful death and for injuries to person or property), arising out of or in connection with the Agreement or the Consultant's performance of the Services, NYCHA shall have the right to withhold out of any payment, final or otherwise, such sums as NYCHA may deem ample to protect it against delays or loss or to assure the payment of such claims.

EXHIBIT E

SECTION 3 CLARIFICATIONS

A . Section 3 Residents

1. **Definition of “Section 3 Residents”:**

- a. A resident; or
- b. An individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 Covered Assistance is expended and who is:
 - (i) A “Low-Income Person,” as this term is defined in section 3(b)(2) of the 1937 Act [42 U.S.C. 1437a(b)(2)]. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD (with adjustments in the income ceilings by the Secretary of HUD from time to time); or
 - (ii) A “Very-Low Income Person,” as this term is defined in section 3(b)(2) of the 1937 Act [42 U.S.C. 1437a(b)(2)], which defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD (with adjustments by the Secretary of HUD in the income ceilings from time to time).

2. **Order of Priority for Section 3 Residents:**

- a. **Category 1 Residents** – shall mean Section 3 Residents of the housing development or developments for which the Section 3 covered assistance is being expended in the performance of the work under the contract;
- b. **Category 2 Residents** – shall mean Section 3 Residents of other Authority housing developments;
- c. **Category 3 Residents** – shall mean participants in HUD Youthbuild Programs being carried out in the metropolitan statistical area in which the Section 3 Covered Assistance is being expended; and
- d. **Category 4 Residents** – shall mean other low-income and very-low income persons who are not Residents of public housing, but who reside in the metropolitan area or non-metropolitan county in which Section 3 Covered Assistance is being expended.

B. Section 3 Business Concerns

1. Definition of “Section 3 Business Concern”

Section 3 Business Concern shall mean a business concern that meets either one of the following descriptions:

- a. that is 51% or more owned by Section 3 Residents; or
- b. whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or who, within three years of the date of first employment with the business concern, were Section 3 Residents; or
- c. That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) and (b) in this definition of “Section 3 Business Concern.”

2. Categories of Section 3 Business Concerns:

- a. **Category 1 Business** – shall mean business concerns that are 51% or more owned by residents of the housing development or developments for which the Section 3 Covered Assistance is expended, or whose full-time, permanent workforce includes at least 30% of these persons as employees;
- b. **Category 2 Business** – shall mean business concerns that are 51% or more owned by residents of other housing developments or developments managed by the public housing authority that is expending the Section 3 Covered Assistance, or whose full-time, permanent workforce includes at least 30% of these persons as employees;
- c. **Category 3 Business** – shall mean HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 Covered Assistance is expended; and
- d. **Category 4 Business** – shall mean business concerns that are 51% or more owned by Section 3 Residents, or whose permanent, full-time workforce includes at least 30% of Section 3 Residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified as Category 1 Business or Category 2 Business.

EXHIBIT F

BID / PROPOSAL FACE SHEET

NEW YORK CITY HOUSING AUTHORITY

BID/PROPOSAL FACE SHEET

ALL VENDORS MUST COMPLETE AND SUBMIT A BID/PROPOSAL FACE SHEET FOR CONTRACT BIDS OF MORE THAN \$10,000 AS PART OF THE BID/PROPOSAL SUBMISSION.

DEPARTMENT/DEVELOPMENT _____	
BID/CONTRACT NUMBER _____	CONTRACT FOR: _____
BUSINESS APPLICANT NAME _____	TAX ID NUMBER _____
D/B/A OR TRADE NAME (If Any): _____ BUSINESS ADDRESS: _____ MAILING ADDRESS (If Different): _____ REMIT TO ADDRESS (If Different): _____ TELEPHONE #: _____ CELL PHONE #: _____ FAX #: _____ WEBSITE: _____ CONTACT PERSON: _____ TITLE: _____ E-MAIL ADDRESS: _____	
<p>IT IS THE POLICY OF THE NEW YORK CITY HOUSING AUTHORITY (NYCHA) TO ENSURE THAT ALL BUSINESSES HAVE AN EQUAL OPPORTUNITY TO PARTICIPATE IN ALL ASPECTS OF NYCHA'S PROCUREMENT OF GOODS AND SERVICES WITHOUT REGARD TO THE RACE, COLOR, RELIGION, MILITARY SERVICE, NATIONAL ORIGIN, SEX, AGE, DISABILITY, MARITAL STATUS OR SEXUAL ORIENTATION OF THE OWNERS, PARTNERS OR STOCKHOLDERS. FURTHER, NYCHA IS COMMITTED TO ACHIEVE MAXIMUM PARTICIPATION OF MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISES (MWSBES) IN NYCHA'S PROCESS OF AWARDING CONTRACTS FOR GOODS AND SERVICES.</p>	
<input type="checkbox"/> PLEASE CHECK HERE IF THE FOLLOWING DOES NOT APPLY TO YOUR BUSINESS.	
1. IS THIS BUSINESS AT LEAST FIFTY-ONE (51%) OWNED, CONTROLLED AND OPERATED BY (or in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by) CITIZENS OR PERMANENT RESIDENT ALIENS WHO ARE (Please Check All That Apply):	
<input type="checkbox"/> ASIAN / PACIFIC - ASIAN AND PACIFIC ISLANDER AMERICAN PERSONS HAVING ORIGINS IN ANY OF THE FAR EAST COUNTRIES, SOUTH EAST ASIA, THE INDIAN SUBCONTINENT OR THE PACIFIC ISLANDS	<input type="checkbox"/> HISPANIC - HISPANIC PERSONS OF MEXICAN, PUERTO RICAN, DOMINICAN, CUBAN, CENTRAL OR SOUTH AMERICAN DESCENT, OF EITHER INDIAN OR HISPANIC ORIGIN, REGARDLESS OF RACE
<input type="checkbox"/> BLACK - BLACK PERSONS HAVING ORIGINS IN ANY OF THE BLACK AFRICAN RACIAL GROUPS	<input type="checkbox"/> NATIVE AMERICAN - NATIVE AMERICAN OR ALASKAN NATIVE PERSONS HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF NORTH AMERICA
<input type="checkbox"/> HASIDIC JEWS	<input type="checkbox"/> WOMEN
2. CERTIFIED AS MBE, WBE, SBE OR RESIDENT OWNED BUSINESS: IS THIS BUSINESS CERTIFIED AS ANY OF THE FOLLOWING TYPES OF BUSINESS ENTERPRISE BY A GOVERNMENT AGENCY OR AUTHORITY? IF YES, ATTACH COPIES OF ALL SUCH CERTIFICATIONS.	
MINORITY - OWNED BUSINESS ENTERPRISE (MBE) <input type="checkbox"/> YES <input type="checkbox"/> NO	SMALL BUSINESS ENTERPRISE (SBE) <input type="checkbox"/> YES <input type="checkbox"/> NO
WOMEN - OWNED BUSINESS ENTERPRISE (WBE) <input type="checkbox"/> YES <input type="checkbox"/> NO	RESIDENT OWNED BUSINESS <input type="checkbox"/> YES <input type="checkbox"/> NO
PRINT NAME OF BUSINESS REPRESENTATIVE COMPLETING THIS FORM: _____ TITLE: _____ SIGNATURE: _____ DATE COMPLETED: _____	



EXHIBIT G

DOING BUSINESS DATA FORM



Doing Business Data Form

To be completed by the City agency prior to distribution			
Agency: _____		Transaction ID: _____	
Check One:	Transaction Type (check one):		
<input type="checkbox"/> Proposal	<input type="checkbox"/> Concession	<input type="checkbox"/> Contract	<input type="checkbox"/> Economic Development Agreement
<input type="checkbox"/> Award	<input type="checkbox"/> Franchise	<input type="checkbox"/> Grant	<input type="checkbox"/> Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

- Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: Yes No

Entity Type: Corporation (any type) Joint Venture LLC Partnership (any type)
 Sole Proprietor Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- There are no individual owners
- No individual owner holds 10% or more shares in the entity
- Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

EXHIBIT H

CONFIRMATION OF VENDEX COMPLIANCE

CONFIRMATION OF VENDEX COMPLIANCE

The Proposer shall submit this Confirmation of VENDEX Compliance

Name of Proposer: _____

Proposer’s Address: _____

Proposer’s Telephone Number: _____

Proposer’s Fax Number: _____

Date of Proposal Submission: _____

Proposer’s Employer Identification Number, Social Security Number, or Tax Identification Number:

VENDEX Compliance: To demonstrate compliance with VENDEX requirements, the Proposer shall complete either Section (1) or Section (2) below, whichever applies.

- (1) **Submission of Questionnaires to MOCS:** By signing in the space provided below, the Proposer certifies that as of the date specified below, the Proposer has submitted completed VENDEX Questionnaires to the Mayor’s Office of Contract Services, Attn: VENDEX, 253 Broadway, 9th Floor, New York, New York 10007.

Date of Submission: _____

By: _____
(Signature of Partner or Corporate Officer)

Print Name: _____

- (2) **Submission of Certification of No Change to NYCHA:** By signing in the space provided below, the Proposer certifies that it has read the instructions in a “Vendor’s Guide to VENDEX” and that such instructions do not require the Proposer to submit VENDEX Questionnaires. Instead, the Proposer has completed **TWO ORIGINALS** of the Certification of No Change. The Proposer has submitted one copy to the Mayor’s Office of Contract Services and one to NYCHA as an attachment to this submission.

By: _____
(Signature of Partner or Corporate Officer)

Print Name: _____

EXHIBIT I

SAMPLE DOCUMENTATION

EXHIBIT I / ATTACHMENT #1

SUBMISSION APPROVAL STAMP

Shop drawings, material samples, catalogue cuts and items exhibited in mock-ups for conformance with the Contract Documents after being reviewed by the Consultant must carry the approval designation and text of the stamp below:

NOTICE: The approval of this sample, drawing or details shall not relieve the Contractor from responsibility for deviations from the Contract Drawings or Specifications, unless he has in writing called the attention of the Consultant and NYCHA to such deviations, at the time of submission, nor shall it relieve the Contractor from responsibility for error of any sort in this drawing of detail.

<input type="checkbox"/> APPROVED	<input type="checkbox"/> CORRECT AND RESUBMIT
<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> REJECTED

Consultant's Name: _____

Consultant's Address: _____

Reviewed By: _____ Review Date: _____

Exhibit 1 - Attachment 2
Cost Estimate Sample

DATA SHEET OF COST ESTIMATE / BID COMPARISON A/E-NYCHA

PROJECT ADMINISTRATOR: XXXXXX
DEVELOPMENT: XXXXXX
BOROUGH OF: XXXXXX
CONTRACT #: XXXXXX
JOB DESCRIPTION: XXXXXX

PROJECT (ORACLE) NO.: XXXX
FUND SOURCE:

COST CONSULTANT: XXXX
COST ESTIMATOR: XXXX
PHONE: XXXX

CONSTRUCTION START DATE: XXXX
CONSTRUCTION COMPLETION DATE: XXXX

ORIGINAL ESTIMATE DATE: XXXX
REVISED / RECONCILED DATE: XXXX

CONTRACTOR:
ADDRESS:
PHONE:

DESIGN PREPARED BY: OFFICE OF DESIGN (), A/E CONTRACT ()
PHONE NO:
ENGINEER (ARCHITECTURAL):
PHONE NO:
ENGINEER (PLUMBING / HVAC):
PHONE NO:
ENGINEER (ELECTRICAL):

PROJECT MANAGER (ARCHITECTURAL):
PHONE NO:
ENGINEER (STRUCTURAL):
PHONE NO:
ENGINEER (PLUMBING / HVAC):
PHONE NO:
ENGINEER (ELECTRICAL):

>>>VERIFY ON FORM THAT THE VARIOUS BOXES ARE CORRECTLY CHECKED OFF>>>

DEP. PROG. DIRECTOR: XXXXXX (212) 306-6714 PREPARED BY: TSU (M.C.) (212)306-6983
PROGRAM DIRECTOR: XXXXXX
ACTING DEP. GEN. MGR.: XXXXXX

* --- Must be filled in by Estimator

SUMMARY COST ESTIMATE WORKSHEET

A/E - NYCHA

PROJECT ADMINISTRATOR: XXXXXX	COST CONSULTANT: XXXX
DEVELOPMENT: XXXXXX	COST ESTIMATOR: XXXX
PROJECT (ORACLE) NO.: XXXXXX	ORIGINAL ESTIMATE DATE: XXXX
CONTRACT #: XXXXXX	REVISED / RECONCILED DATE: XXXX
JOB DESCRIPTION: XXXXXX	

No.	Description:	Multiple Buildings			Single Bldg. or
		Building #1	Building #2	Building #3	Total Cost
1	DIVISION 01 - GENERAL REQUIREMENTS				\$3,544
2	DIVISION 02a - EXISTING CONDITIONS - DEMOLITION				\$0
3	DIVISION 02b - EXISTING CONDITIONS - ACM REMOVAL				\$0
4	DIVISION 03 - CONCRETE				\$0
5	DIVISION 04 - MASONRY				\$0
6	DIVISION 05 - METALS				\$0
7	DIVISION 06 - WOOD, PLASTICS & COMPOSITES				\$0
8	DIVISION 07 - THERMAL & MOISTURE PROTECTION				\$0
9	DIVISION 08 - OPENINGS				\$0
10	DIVISION 09 - FINISHES				\$0
11	DIVISION 10 - SPECIALTIES				\$0
12	DIVISION 11 - EQUIPMENT				\$0
13	DIVISION 12 - FURNISHINGS				\$0
14	DIVISION 13 - SPECIAL CONSTRUCTION				\$0
15	DIVISION 14 - CONVEYING EQUIPMENT				\$0
16	DIVISION 21 - FIRE SUPPRESSION				\$0
17	DIVISION 22 - PLUMBING				\$0
18	DIVISION 22 - H.V.A.C				\$0
19	DIVISION 26 - ELECTRICAL				\$0
20	DIVISION 31 - EARTHWORK				\$0
21	DIVISION 32 - EXTERIOR SITE IMPROVEMENT				\$0
22	DIVISION 33 - SITE UTILITIES				\$0
	Sub Total 1:	\$ -	\$ -	\$ -	\$ 3,544
	Bonds & Insurance (% of Sub Total 1) 4%	\$ -	\$ -	\$ -	\$ 142
	Overhead & Profit (% of Sub Total 1) 11%	\$ -	\$ -	\$ -	\$ 390
	TOTAL ESTIMATE:	\$ -	\$ -	\$ -	\$ 532

ALLOWANCES **

No.	Description	Building #1	Building #2	Building #3	Total Cost
1		\$ -	\$ -	\$ -	\$ -
2		\$ -	\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -
	TOTAL ALLOWANCES	\$ -	\$ -	\$ -	\$ -

ALTERNATES **

No.	Description	Total Cost
1	ADD / DEDUCT	\$ -
2	ADD / DEDUCT	\$ -
3	ADD / DEDUCT	\$ -
	TOTAL ALTERNATES	ADD / DEDUCT \$ -

** : All Mark-ups (General Conditions, Bond, Insurance and OH&P) should be included.

COST ESTIMATE WORKSHEET

No.	Description:	Qty.	Unit	Material		1/Time	2/Time	3/Time	4/Time	5/Time	6/Time	Equipment		Total	Sources:
				UCost	TCost							UCost	TCost		
1	DIVISION 01 - GENERAL REQUIREMENTS														
2	1 Temporary Jdkvanized 3'-0" High Chain Link Fence	118.00	L.F.	15.05	1,775.90	0.205	23.60	74.94	14.88	1,788.58		0.00	30.04	3,544.48	RSJFCC09p.22 01 56 26 30-0550
3	1 Survey and Inspect Existing U.S. Utilities					0.01									
4						0.01									
5						0.01									
6	DIVISION 02 - EXISTING CONDITIONS - DEMOLITION														
7															
8															
9															
10															
11															
12	DIVISION 03 - EXISTING CONDITIONS - ACM REMOVAL														
13															
14															
15															
16	DIVISION 03 - CONCRETE														
17															
18															
19															
20															
21	DIVISION 04 - MASONRY														
22															
23															
24															
25															
26	DIVISION 05 - METALS														
27															
28															
29															
30															
31	DIVISION 06 - WOOD, PLASTICS & COMPOSITES														
32															
33															
34															
35															
36															
37	DIVISION 07 - THERMAL & MOISTURE PROTECTION														
38															
39															
40															
41	DIVISION 08 - OPENINGS														
42															
43															
44															
45															
46	DIVISION 09 - FINISHES														
47															
48															
49															
50															
51	DIVISION 10 - SPECIALTIES														
52															
53															
54															
55															
56	DIVISION 11 - EQUIPMENT														
57															
58															
59															
60															
61															

No.	Description:	Qty:	Unit:	Material		U/Time	T/Time	Labor		Equipment		Total		SOURCES:		
				U/Coat	T/Coat			Wage	T/Coat	U/Coat	T/Coat	U/Coat	T/Coat			
62	DIVISION 12 - FURNISHINGS															
63																
64																
65																
66																
67	DIVISION 12 - FURNISHINGS SUB TOTAL															
68	DIVISION 13 - SPECIAL CONSTRUCTION															
69																
70																
71	DIVISION 13 - SPECIAL CONSTRUCTION SUB TOTAL															
72	DIVISION 14 - CONVEYING EQUIPMENT															
73																
74																
75																
76	DIVISION 14 - CONVEYING EQUIPMENT SUB TOTAL															
77	DIVISION 21 - FIRE SUPPRESSION															
78																
79																
80																
81	DIVISION 21 - FIRE SUPPRESSION SUB TOTAL															
82	DIVISION 22 - PLUMBING															
83																
84																
85	DIVISION 22 - PLUMBING SUB TOTAL															
86	DIVISION 21 - HVAC															
87																
88																
89																
90	DIVISION 22 - HVAC SUB TOTAL															
91	DIVISION 28 - ELECTRICAL															
92																
93																
94																
95	DIVISION 28 - ELECTRICAL SUB TOTAL															
96	DIVISION 31 - EARTHWORK															
97																
98																
99																
100	DIVISION 31 - EARTHWORK SUB TOTAL															
101	DIVISION 32 - EXTERIOR SITE IMPROVEMENT															
102																
103																
104																
105																
106	DIVISION 32 - EXTERIOR SITE IMPROVEMENT SUB TOTAL															
107	DIVISION 33 - SITE UTILITIES															
108																
109																
110																
111	DIVISION 33 - SITE UTILITIES SUB TOTAL															
112																
Sub Total 1:													\$ 888	\$ 884	\$ 30	\$ 3,644
Bonds & Insurance (% of Sub Total 1) - 4%																\$ 142
Contract & Profit (% of Sub Total 1) - 11%																\$ 390
Total																\$ 272

NO.	Description:	Qty:	Unit:	Material		U/Time	T/Time	Labor		Equipment		Total		SOURCES:
				U/Coat	T/Coat			Wage	T/Coat	U/Coat	T/Coat	U/Coat	T/Coat	
1	ALLOWANCE #1 -													
2														
3														
4	ALLOWANCE #1 - TOTAL													
5	ALLOWANCE #2 -													
6														
7														
8	ALLOWANCE #2 - TOTAL													

No.	Description:	Qty:	Unit:	Material 1		Labor 1		Equipment 1		Total 1		CSI Ref:	SOURCES:
				UCost	TCost	UWage	TWage	UCost	TCost	UCost	TCost		
TOTAL ALLOWANCES													
ALTERNATES --													
NO.	Description:	Qty:	Unit:	UCost	TCost	UWage	TWage	UCost	TCost	UCost	TCost	UCost	TCost
1	ALTERNATE #1 -			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	ALTERNATE #2 -			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALTERNATES													

** All Materials, General Conditions, Ins. and Insurance and OHPD Allow. are included.

COMPARISON SHEET

NO.	Description:	ESTIMATE #1 (NYCHA-A/E)			ESTIMATE #2			Variances				
		Qty:	Unit:	Total \$:	Qty:	Unit:	Total \$:	Quantity	%	Cost		
				U/Coat:		T/Coat:	U/Coat:					
1												
2	DIVISION 01 - GENERAL REQUIREMENTS											
3												
4												
5												
6	DIVISION 02a - EXISTING CONDITIONS - DEMOLITION											
7												
8												
9												
10												
11	DIVISION 02b - EXISTING CONDITIONS - ACM REMOVAL											
12												
13												
14												
15												
16												
17	DIVISION 03 - CONCRETE											
18												
19												
20												
21												
22	DIVISION 04 - MASONRY											
23												
24												
25												
26												
27	DIVISION 05 - METALS											
28												
29												
30												
31												
32	DIVISION 06 - WOOD, PLASTICS & COMPOSITES											
33												
34												
35												
36												
37	DIVISION 07 - THERMAL & MOISTURE PROTECTION											
38												
39												
40												
41												
42	DIVISION 08 - OPENINGS											
43												
44												
45												
46												
47	DIVISION 09 - FINISHES											
48												
49												
50												
51												
52	DIVISION 10 - SPECIALTIES											
53												
54												
55												
56												
57	DIVISION 11 - EQUIPMENT											
58												
59												
60												
61												
62	DIVISION 12 - FURNISHINGS											

PROJECT ADMINISTRATOR: XXXXXX
 DEVELOPMENT: XXXXXX
 PROJECT (ORACLE) NO.: XXXXX
 CONTRACT #: XXXXXX
 JOB DESCRIPTION: #VALUE!

COST CONSULTANT: XXXX
 COST ESTIMATOR: XXXX
 ORIGINAL ESTIMATE DATE: XXXX
 REVISED/RECORRECTED DATE: XXXX

COMPARISON SHEET

NO.	Description:	ESTIMATE #1 (NYCHA-A/E)				ESTIMATE #2				Variances				
		Qty:	Unit:	UCost:	Total \$:	Qty:	Unit:	UCost:	Total \$:	Quantity	%	Quantity	%	Cost
63										0.00	#DIV/0!			
64										0.00	#DIV/0!			
65										0.00	#DIV/0!			
66										0.00	#DIV/0!			
67	DIVISION 11 - SPECIAL CONSTRUCTION													
68										0.00	#DIV/0!			
69										0.00	#DIV/0!			
70										0.00	#DIV/0!			
71	DIVISION 14 - CONVEYING EQUIPMENT													
72										0.00	#DIV/0!			
73										0.00	#DIV/0!			
74										0.00	#DIV/0!			
75										0.00	#DIV/0!			
76	DIVISION 21 - FIRE SUPPRESSION													
77										0.00	#DIV/0!			
78										0.00	#DIV/0!			
79										0.00	#DIV/0!			
80										0.00	#DIV/0!			
81	DIVISION 22 - PLUMBING													
82										0.00	#DIV/0!			
83										0.00	#DIV/0!			
84										0.00	#DIV/0!			
85										0.00	#DIV/0!			
86	DIVISION 23 - H.V.A.C													
87										0.00	#DIV/0!			
88										0.00	#DIV/0!			
89										0.00	#DIV/0!			
90										0.00	#DIV/0!			
91										0.00	#DIV/0!			
92	DIVISION 24 - ELECTRICAL													
93	Sub-off									0.00	#DIV/0!			
94										0.00	#DIV/0!			
95										0.00	#DIV/0!			
96	DIVISION 31 - EARTHWORK													
97										0.00	#DIV/0!			
98										0.00	#DIV/0!			
99										0.00	#DIV/0!			
100										0.00	#DIV/0!			
101										0.00	#DIV/0!			
102	DIVISION 32 - EXTERIOR SITE IMPROVEMENT													
103										0.00	#DIV/0!			
104										0.00	#DIV/0!			
105										0.00	#DIV/0!			
106										0.00	#DIV/0!			
107	DIVISION 33 - SITE UTILITIES													
108										0.00	#DIV/0!			
109										0.00	#DIV/0!			
110										0.00	#DIV/0!			
111										0.00	#DIV/0!			
112										0.00	#DIV/0!			
Sub Total 1:														
Bonds & Insurance (% of Sub Total 1)		4%												
Overhead & Profit (% of Sub Total 1)		11%												
Total														

PROJECT ADMINISTRATOR: XXXXXX
 DEVELOPMENT: XXXXXX
 PROJECT (ORACLE) NO.: XXXXX
 CONTRACT #: XXXXXX
 JOB DESCRIPTION: #VALUE!

COST CONSULTANT: XXXX
 COST ESTIMATOR: XXXX
 ORIGINAL ESTIMATE DATE: XXXX
 REVISED / RECONCILED DATE: XXXX

ALLOWANCES **

COMPARISON SHEET

		ESTIMATE #1 (NYCHA-AE)				ESTIMATE #2				Variances								
NO.	Description:	Qty:	Unit:	Total \$:	U/Coast:	Tr/Coast:	Qty:	Unit:	Total \$:	U/Coast:	Tr/Coast:	Quantity	%	Quantity	%	Cost	%	
NO.	Description:	Qty:	Unit:	Total \$:	U/Coast:	Tr/Coast:	Qty:	Unit:	Total \$:	U/Coast:	Tr/Coast:	Quantity	%	Quantity	%	Cost	%	
1	ALLOWANCE #1 -																	
2																		
3																		
4	ALLOWANCE #2 -																	
5	ALLOWANCE #1 - TOTAL																	
6																		
7																		
8	ALLOWANCE #2 - TOTAL																	
TOTAL ALLOWANCES																		

PROJECT ADMINISTRATOR: XXXXXX
 DEVELOPMENT: XXXXXX
 PROJECT (ORACLE) NO.: XXXX
 CONTRACT #: XXXXXX
 JOB DESCRIPTION: #VALUE!

COST CONSULTANT: XXXX
 COST ESTIMATOR: XXXX
 ORIGINAL ESTIMATE DATE: XXXX
 REVISED/RECONCILED DATE: XXXX

		ESTIMATE #1 (NYCHA-AE)				ESTIMATE #2				Variances								
NO.	Description:	Qty:	Unit:	Total \$:	U/Coast:	Tr/Coast:	Qty:	Unit:	Total \$:	U/Coast:	Tr/Coast:	Quantity	%	Quantity	%	Cost	%	
NO.	Description:	Qty:	Unit:	Total \$:	U/Coast:	Tr/Coast:	Qty:	Unit:	Total \$:	U/Coast:	Tr/Coast:	Quantity	%	Quantity	%	Cost	%	
1	ALTERNATE #1 -																	
2																		
3																		
4	ALTERNATE #1 - TOTAL																	
5	ALTERNATE #2 -																	
6																		
7																		
8	ALTERNATE #2 - TOTAL																	
TOTAL ALTERNATES																		

** - All Mark-ups (General Conditions, Bond, Insurance and O&M) should be included.

WORK COST BREAKDOWN

A/E - NYCHA

C. WORK COST BREAKDOWN: (ATTACH ADDITIONAL PAGES AS REQUIRED)

This form shall be filled out and submitted by the Contractor. The grand total must equal the "BASE BID" under Section I (A) "THE BID". Failure to complete the cost breakdown may result in the disqualification of the bid.

CONTRACT#: XXXXXX
 BUILDING #: XXXXXX
 BIDDER:

DEVELOPMENT: XXXXXX
 JOB DESCRIPTION: 0
 DATE: 0

No.	Description:	Multiple Buildings			Multiple Bldg.
		Building #1	Building #2	Building #3	Total Cost
1	DIVISION 01 - GENERAL REQUIREMENTS				
2	DIVISION 02a - EXISTING CONDITIONS - DEMOLITION				
3	DIVISION 02b - EXISTING CONDITIONS - ACM REMOVAL				
4	DIVISION 03 - CONCRETE				
5	DIVISION 04 - MASONRY				
6	DIVISION 05 - METALS				
7	DIVISION 06 - WOOD, PLASTICS & COMPOSITES				
8	DIVISION 07 - THERMAL & MOISTURE PROTECTION				
9	DIVISION 08 - OPENINGS				
10	DIVISION 09 - FINISHES				
11	DIVISION 10 - SPECIALTIES				
12	DIVISION 11 - EQUIPMENT				
13	DIVISION 12 - FURNISHINGS				
14	DIVISION 13 - SPECIAL CONSTRUCTION				
15	DIVISION 14 - CONVEYING EQUIPMENT				
16	DIVISION 21 - FIRE SUPPRESSION				
17	DIVISION 22 - PLUMBING				
18	DIVISION 22 - H.V.A.C				
19	DIVISION 26 - ELECTRICAL				
20	DIVISION 31 - EARTHWORK				
21	DIVISION 32 - EXTERIOR SITE IMPROVEMENT				
22	DIVISION 33 - SITE UTILITIES				
	Sub Total 1:	\$ -	\$ -	\$ -	\$ -
	Bonds & Insurance (% of Sub Total 1) 4%	\$ -	\$ -	\$ -	\$ -
	Overhead & Profit (% of Sub Total 1) 11%	\$ -	\$ -	\$ -	\$ -
	TOTAL ESTIMATE:	\$ -	\$ -	\$ -	\$ -

ALLOWANCES **

No.	Description	Building #1	Building #2	Building #3	Total Cost
1		\$ -	\$ -	\$ -	\$ -
2		\$ -	\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -
	TOTAL ALLOWANCES	\$ -	\$ -	\$ -	\$ -

ALTERNATE **

No.	Description	Total Cost
1	ADD /	\$ -
2	ADD /	\$ -
3	ADD /	\$ -
	TOTAL ALTERNATES	\$ -

** : All Mark-ups (General Conditions, Bond, Insurance and OH&P) should be included.

General Conditions (Sample Work Sheet)

STAFFING				
	Project Manager		MO	
	General Superintendent		MO	
	Project Engineer		MO	
	Project Secretary/Office Clerk		MO	
TOTAL STAFFING				

EXPENSES				
	Project Signs		LS	
	Safety Rail		LF	
	Office Trailer			
	Storage trailer			
	Set-Up Office & Yards			
	Employee Parking			
	Additional Plan and Specifications			
	Safety Equipment			
	First Aid Supplies			
	Fire Protection			
	office Supplies and Equipment			
	Postage and Shipping			
	Telephone Set-Up			
	Telephone Monthly Charges			
	Internet Set-Up			
	Internet Monthly Charges			
	Job Site Security			
	Temporary Fence			
	Temporary Toilets			
	Temporary Barriers & Enclosures			
	Temporary Water			
	Temporary Heat & Utility			
	Temporary Lighting and Power			
TOTAL EXPENSES				

UNIT COST (Sample Only)

The following unit cost shall be applied to adjust base contract amount per the actual quantities verified in the field. Each unit cost must include all items shown on the documents.

	<u>ADD/DEDUCT</u>
1 Mobilization and Demobilization	----- \$ / EA
2 Erect, Dismantle & Remove 12' Wide Sidewalk Sheds including Wire Mesh Screen and Lights (Include Up to 6mo Rent & Maintenance)	----- \$ / LF
3 Furnish, Install & Remove 8'High Temporary Chain Link Fence including Patching & Cleaning.	----- \$ / LF
4 Erect, Dismantle & Remove 24' Wide Hanging Scaffolding (Include Up to 6Mo. Rent & Maintenance)	----- \$ / SF
5 Erect, Dismantle & Remove Pipe Scaffolding (Include 12Mo. Rent & Maintenance)	----- \$ / SF
6 Demolish, Remove and Clean All ACM Flashing and ACM Caulking As per the tset results shown on the document (\$/Roof SF Area)	----- \$ / SF
7 Remove Lead Contaminated Paint	----- \$ / LF
8 Cracked and/or Depressed Concrete Repair including preparation, saw cutting, chipping, removal, cleaning and patching.	----- \$ / SF
9 Replace Concrete Coping Stone including, removal, disposal, furnishing and install, flashing, caulking and cleaning	----- \$ / LF
10 Brick replacement in solid wall including removal, F/I New bricks, flashing & caulking & cleaning	----- \$ / SF
11 Repointing brick work	----- \$ / SF
12 Rebuild Expansion Joint (Prep, Remove, Clean & F/I new) - Between Bricks	----- \$ / LF
14 Remove existing roofing system completely down to the top of existing roof slab. (Including the following but not limited to: All membrane, insulation, vapor barriers, cant strips, water stopping, base & metal cap flashing, metal cap, pitch pockets, fascia, roof cement, expansion joint, cleaning & dumpsters .etc.	----- \$ / SF
15 Remove Gravel Stop fascia	----- \$ / LF
17 Furnish and install New Roofing System per plan and specs including Prep, All vapor retarder, felt water stop, All insulations, Fiber Board, Membrane, Insulation, 3 ply maembrane sbs cap, roof expansion joint & gravel .etc)	----- \$ / LF
18 Furnish and install stainless steel gravel stop including 2-ply Strip Flashing & caulking	----- \$ / LF
19 Metal Cap Flashing at Bulkhead	----- \$ / LF
20 Flashing at Roof Drain or Vents	----- \$ / LOC
21 Fluid Applied Flashing At Exhaust Fans or Vents	----- \$ / EA
22 Flashing at Guard Rails	----- \$ / LOC
23 Replace Drain Dome (Clean & Sneak Roof Drain Leader from roof to Basement)	----- \$ / EA
24 Walkway Pads	----- \$ / EA
25 Splash Block	----- \$ / EA

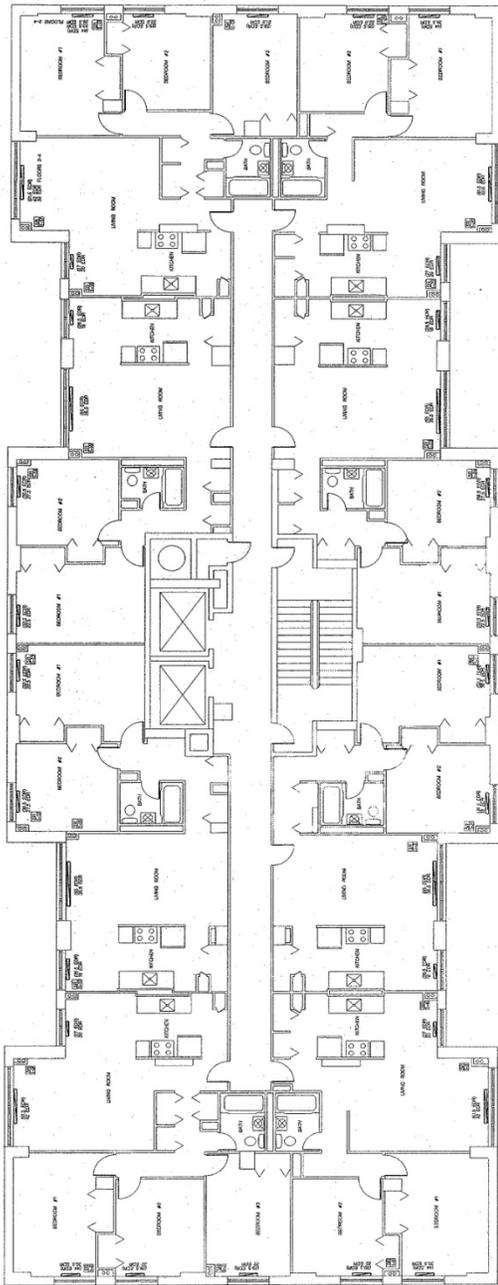
Exhibit I - Attachment 3
Archiving Sample

DRAWINGS TO BE SCANNED - Ground Improvements							
Bundle #	Development	Contract Title	Archi/Engr	Date	Dwg #	Contract #	Scanned
1	Farragut	Spray Shower & Fencing	NYCHA - Landscape	11/25/1986	2	GD872039	
2	University Ave	Fencing & Seating-Revision	NYCHA - Landscape	8/25/1986	2		
3	Betances IV & V	Play & Seating areas	NYCHA - Landscape	3/31/2001	4	GD0100009	
4	Hernandez Houses	Bench. Paving, Fence	NYCHA - Landscape	4/22/1985	2	GD852026	
5	Florentino Plaza	Parking Lot & Play area upgrade	NYCHA - Landscape	12/31/2002	5	GD0200048	
6	Ingersoll Houses	Grounds refurbishment	NYCHA - Landscape	5/29/1985	3	GD852032	
7	Langston Hughes	Grounds refurbishment	NYCHA - Landscape	1/31/1992	6	GD9200003	
8	Marcus Garvey	Play Equipment & Spray Shower	NYCHA - Landscape	12/23/1985	1	GD862000	
9	Harborview Terrace	New steel bar fence	NYCHA - Landscape	5/2/1985	2	GD852028	
10	Glenmore Plaza	New Ramp	NYCHA - Landscape		2	GD9200049	
11	Brevooort Houses	New Ramp	NYCHA - Landscape	12/18/1989	2	GD9065000	
12	Hernandez Houses	New steel bar fence	NYCHA - Landscape	9/19/1993	1	GD832048	

DRAWINGS TO BE SCANNED - Miscellaneous							
Bundle #	Development	Contract Title	Arch/Engr	Date	Dwg #	Contract #	Scanned
500	Marcus Garvey & Prospect Plaza Houses	Plumbing	Wallace Kaminsky AIA	3/23/1992	14	AR9100047P	
501	Queens Bridge Houses	Telecommunications Plan	Brown & Guenther		6		
502	2352 - 2354 Batchelder Street	Basement Floor Plan	NYCHA Construction Department	8/27/1992	3		
	10 Box Street	Plant Services	NYCHA Construction Department	6/26/1989	2		
503	Franklin Avenue Rehabilitation Properties		Department of Housing Preservation & Development	3/21/1989	28		
504	Whitman/Ingersoll Houses	Apartment Upgrading & Reconfiguration	NYCHA - Landscape	6/1/2004	44		
505	East Meadows School District	High School Addition & Alteration	Spector Group	9/22/2000	68	20165A00	
506	St. Mary's Park & Marble Hill Houses	Wiring of Telecommunication	NYCHA - Landscape		10	SP0200015/SP0200025	
507	99/103 Avenue C	"As Built" Drawings	NY Engineering Associates	5/22/2007	7	ME0300017	
	89/97 Avenue C	"As Built" Drawings	NY Engineering Associates	5/22/2007	7	ME0300017	
508	W.S.U.R. Brownstones	Electrical & Related Work	V'neck & Petrocci	1/28/1991	29	AR9100025	
509	Cypress Hills Houses	Ramps at Front Entrances	Medhat Salam Associates		16	AD9600003	

DRAWINGS TO BE SCANNED - Community Centers							Scanned
Bundle #	Development	Contract Title	Arch/Engr	Date	Dwg #	Contract #	Scanned
1000	Andrew Jackson Houses Community Center	Kitchen Expansion	Hall Partnership Architects/ George Lagner Associates	8/17/2001	7	AR010002CCAP	
1001	Linden Houses Community Center		NYCHA - Landscape	12/22/2008	15	NY005377	
1002	Drew Hamilton Houses Community Center	Renovation & Expansion	Architectural Section AW	2/12/1998	20	AW9700006	
1003	Marlboro Houses- Temp. Seniors Center	Renovation	Weidlinger Associates	8/30/2004	53	CM4008967	
1004	Mckinley Houses Community Center	HVAC	NYCHA Design Department	1/6/2003	2		
1005	Mitchell Houses Community Center	Expansion & Alteration	NYCHA - Landscape	Jul-1997	54	AB9700005	
1006	Independence Community Center	Renovation & Expansion		3/2/2000	75	SP9700003 GC	
1007	Butler Houses Community Center	Wood & Chain Link Mesh Trellis	NYCHA - Landscape	5/16/1983	2	GD83-2014	8/6/2010
1008	Red Hook Houses Community Center	Renovation	Castro - Blanco Piscioneri & Associates	5/5/1997	16	AB9700001	
1009	Gerard Carter Community Center - Stapleton Houses	Construction	Signe Nielsen	1/25/2002	87	AM0000002.3.4.5	
1010	International Towers Seniors Center	Ceiling, Lighting, & Convector Upgrade	Hall Partnership Architects/ George Lagner Associates	6/11/2001	8	AR0000027	
1011	Andrew Jackson Houses Community Center	Kitchen Expansion	Hall Partnership Architects/ George Lagner Associates	8/17/2001	9	AR0100012	

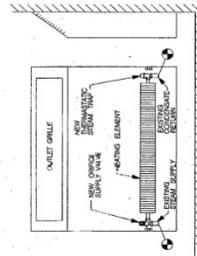
DRAWINGS TO BE SCANNED - Digital				
Bundle #	Development	Contract Title	Arch/Engr	Date
2000	Fort Washington Houses	Grounds Improvements	NYCHA - Landscape	9/23/2003
2001	Boulevard Houses	Grounds Improvements	NYCHA - Landscape	1/1/2003
2002	Gompers Houses	Grounds Improvements	NYCHA - Landscape	1/17/2002
2003	Jackson Houses	Grounds Improvements	NYCHA - Landscape	5/15/2002
2004	Drew - Hamilton Houses	Grounds Improvements	NYCHA - Landscape	12/1/1997
2005				
2006				
2007				
2008				
2009				
2010				
2011				
2012				
2013				
2014				
2015				
2016				



NOTE: SEE THE SUPPLEMENTAL PAGE OF THIS DRAWING FOR THE
DETAILED FLOOR PLAN FOR BUILDING #1
 AND ALL DIMENSIONS THEREON.



VARIATION OF SECOND FLOOR FOR BUILDING #1
 SCALE: 1/8\"/>



- NOTES:
1. THE NEW STEAM CONNECTORS SHALL BE WALL HUNG SLOPE TYPE.
 2. THE FINISH OF THE CONNECTOR SHALL BE.
 3. THE CONNECTORS ARE BIDD ON 1\"/>

CONNECTOR DETAIL
 SCALE: 1/8\"/>

NEW YORK CITY HOUSING AUTHORITY
DESIGN DEPARTMENT
 90 Church Street, New York, New York 10007

PROJECT: **REPLACEMENT OF STEAM & HOT WATER CONNECTORS**

CONTRACT NO.: **ME 410076**

DATE: **11/11/77**

SCALE: **AS SHOWN**

BY: **MECHANICAL ENGINEERING**

CHECKED BY: **M-1**

DATE: **11/11/77**

DESIGNED BY: **MECHANICAL ENGINEERING**

*** End of Attachment I ***

EXHIBIT J

DRAFT FORM OF AGREEMENT

NEW YORK CITY HOUSING AUTHORITY

REQUIREMENTS CONTRACT

WITH

[_____]

FOR

ARCHITECTURAL AND ENGINEERING SERVICES

CONTRACT #[_____]

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EXHIBITS

Exhibit A: NYCHA’s RFP

Exhibit B: Consultant’s Proposal

THIS AGREEMENT (the “**Agreement**”), dated as of the ____ day of _____, 2011 (the “**Effective Date**”), is entered into by and between the NEW YORK CITY HOUSING AUTHORITY (“**NYCHA**”), a public benefit corporation organized and existing under the laws of the State of New York, having its principal offices at 250 Broadway, New York, New York 10007, and [_____] (the “**Consultant**”), a corporation organized and existing under the laws of [_____] having its principal offices at [_____] (each, a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, NYCHA is the largest public housing authority in North America with 334 developments (“**Development(s)**”), approximately 403,995 authorized residents, and 11,686 employees; and

WHEREAS, NYCHA, in order to have various architectural and engineering professional services performed on an “as-needed” or “requirements” basis (“**Requirements Basis**”) (the “**Services**”), issued a Request for Proposals on TBD (the “**RFP**”), in furtherance of having qualified architecture and engineering consulting firms available on a Requirements Basis to perform such Services pursuant to NYCHA issued task orders (“**Task Order(s)**”); and

WHEREAS, the Consultant submitted a proposal to NYCHA on or about [_____] in response to the RFP (the “**Proposal**”), and represented therein that it possesses the necessary knowledge, skill and experience to perform the Services described in the RFP; and

WHEREAS, NYCHA desires to retain the Consultant on the terms and conditions set forth herein to perform the Services for NYCHA on a Requirements Basis, and the Consultant has agreed to accept such engagement based upon such terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

ARTICLE 1 ENTIRE AGREEMENT; MODIFICATION; PRECEDENCE

1.1 Each Party acknowledges that this Agreement and the documents attached and/or incorporated by reference into this Agreement constitute the entire agreement between the Parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to this Agreement, and any modification, amendment, or supplement to this Agreement is not valid or enforceable against either Party unless it is in writing and signed by an authorized representative of each Party.

1.2 This Agreement incorporates the RFP, and all addendums thereto (if any), a copy of which both Parties acknowledge as being in their possession. The RFP shall be deemed to be **Exhibit A** to this Agreement.

1.3 This Agreement incorporates the Consultant's Proposal dated [_____], a copy of which both Parties acknowledge as being in their possession. The Proposal shall be deemed to be **Exhibit B** to this Agreement.

1.4 This Agreement shall also incorporate all Task Orders and Supplemental Task Orders that are issued hereunder.

1.5 In the event of any conflict in language between the Articles of this Agreement, the above-referenced exhibits, and any additional exhibits attached hereto, the following order of precedence shall prevail:

1.5.1 the Articles of this Agreement; then

1.5.2 the applicable Task Order / Supplemental Task Order; then

1.5.3 the RFP (excluding **Exhibit J** thereto, which is superseded by this executed Agreement); and then

1.5.4 the Proposal.

ARTICLE 2 TERM; SURVIVAL

2.1 This Agreement will commence as of the Effective Date and will continue thereafter for a period of five (5) years (the "**Term**"), unless this Agreement is extended by written agreement of the Parties or earlier terminated pursuant to the Agreement's provisions.

2.2 The Consultant shall perform to completion all Task Orders issued to it by NYCHA during the Term even if the time to complete such Task Orders extends beyond the Term's conclusion. NYCHA may issue new Task Orders to the Consultant up to, and including, the final day of the Term. No new Task Orders may be issued by NYCHA following the Term's conclusion.

2.3 Any rights, obligations and remedies of either Party arising out of or in connection with this Agreement shall survive any termination of this Agreement. Without limiting the foregoing, ARTICLE 24.2 of this Agreement and the following provisions of the NYCHA General Terms and Conditions, attached to the RFP as **Exhibit D**, shall specifically survive the expiration or any termination of this Agreement:

- 2.3.1 Section K (INDEMNIFICATION);
- 2.3.2 Section L (DEFENSE AND SETTLEMENT OF MATTERS TO WHICH INDEMNITY APPLIES);
- 2.3.3 Section N (RIGHT TO AUDIT; MAINTENANCE OF BOOKS AND RECORDS);
- 2.3.4 Section P (PROMOTIONAL LITERATURE);
- 2.3.5 Section Q (CONFIDENTIALITY);
- 2.3.6 Section Z (NEW YORK LAW); and
- 2.3.7 Section BB (LIMITATION OF NYCHA'S LIABILITY).

ARTICLE 3 SCOPE OF WORK

3.1 The Consultant shall perform the Services set forth within the RFP subject to the issuance of Task Orders that may be issued by NYCHA to the Consultant during the Term. Task Orders will set forth the specific work and Services that the Consultant must perform in accordance with this Agreement and such Task Orders.

ARTICLE 4 TASK ORDERS

4.1 As the need arises for Services to be performed during the Term, NYCHA may issue one or more Task Orders to the Consultant to provide professional services in accordance with the specifications and requirements of the Task Order and this Agreement.

4.2 There is no obligation on the part of NYCHA to assign any specific number of Task Orders or quantity of work to the Consultant during the Term, and it is NYCHA's prerogative to award no Task Orders to the Consultant during the Term if NYCHA so elects.

4.3 All Task Orders issued by NYCHA to the Consultant shall set forth, among other things:

- 4.3.1 a description of the specific Services to be performed by the Consultant and the relevant Development(s);
- 4.3.2 any requirements for scheduling, phasing and/or time frame for the completion of the Services;

4.3.3 an overall not-to-exceed amount (including reimbursable expenses, if any) for the Services to be performed, which may include an itemization of the specific amounts to be paid for each task specified in the Task Order; and

4.3.4 all items specific to the Task Order not addressed in this Agreement.

4.4 In the event that changes to a Task Order are necessary subsequent to its issuance by NYCHA to the Consultant, or NYCHA seeks the performance of additional professional services pursuant to **Exhibit A** to the RFP, NYCHA may issue one or more supplemental Task Order(s) (the “**Supplemental Task Order(s)**”) that further clarifies, defines, redefines, amends and/or supplements a previously issued Task Order. The term “Task Order” shall also refer to “Supplemental Task Orders” unless otherwise specified in this Agreement. Supplemental Task Orders shall be deemed to be part of the underlying Task Order to which it relates, if any.

ARTICLE 5 FEES AND PAYMENTS; PAYMENT POLICY

5.1 In no event will NYCHA pay the Consultant more than \$[] (the “**Maximum Fee**”) in connection with performing Services under this Agreement.

5.2 NYCHA will pay the Consultant for all Services performed in accordance with the terms and conditions of this Agreement, including, but not limited to, **Exhibit B** to the RFP.

5.3 The Consultant must maintain complete and accurate accounting records, in a form acceptable to NYCHA and in accordance with generally accepted accounting principles, to substantiate the Consultant’s invoices (the “**Invoices**”). Such records must include, but shall not be limited to, payroll records, attendance cards and job summaries.

5.4 All requisitions for payment must be submitted by the Consultant to NYCHA in accordance with this Agreement and are subject to approval by NYCHA. In order to receive its compensation under this Agreement, the Consultant must submit its requisitions for payment, along with such additional documentation as NYCHA may reasonably request, to:

New York City Housing Authority
[]
[]
[]
Attn: []

with a copy to:

New York City Housing Authority
Accounts Payable Division
Church Street Station
P.O. Box 3636
New York, New York 10008

5.5 NYCHA shall endeavor to pay the Consultant within thirty (30) calendar days after NYCHA's approval of requisitions, but NYCHA's failure to pay any such requisitions within thirty (30) calendar days shall not constitute a breach of this Agreement, and shall not entitle the Consultant to interest or penalties.

5.6 Sales to NYCHA are exempt from the payment of New York State and New York City sales and use taxes. NYCHA shall not pay tax in any form or of any type, nor shall NYCHA pay any interest, late charge or penalty under any circumstances.

ARTICLE 6 CONSULTANT AS AN INDEPENDENT CONTRACTOR

6.1 In performing the Services, the Consultant and its Subconsultants, are independent contractors, without the power to act as agent for or otherwise bind NYCHA. Each Party is solely responsible for payment of all compensation owed to its own personnel (and the Consultant will be solely responsible for the payment of the amounts owed by the Consultant to its Subconsultants), as well as employment-related and other similar taxes incurred by it.

ARTICLE 7 WORK WEEK

7.1 For Services performed pursuant to this Agreement, the normal work week shall be five (5) days, seven (7) working hours per day (exclusive of lunch hours, Saturdays and Sundays and holidays observed by NYCHA). NYCHA-observed holidays are New Year's Day, Martin Luther King, Jr., Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day (the "NYCHA Holidays"). Any hours worked by a professional in excess of seven (7) hours in any one (1) day, or any hours worked by a professional on Saturdays or Sundays or NYCHA Holidays, shall be at no additional cost to NYCHA, unless specifically authorized in advance by NYCHA in writing.

ARTICLE 8 IDENTIFICATION, SUBSTITUTION AND REPLACEMENT OF PRINCIPALS AND PROFESSIONAL LEVEL EMPLOYEES

8.1 The Consultant will identify in writing its principals and professional level employees (the “**Specified Individuals**”) who will perform the Services, for NYCHA’s approval, and the Consultant will not substitute or replace any of the approved Specified Individuals without the prior written approval of NYCHA.

8.2 Prior to diverting or substituting any of the Specified Individuals, the Consultant will notify NYCHA reasonably in advance and will submit proposed substitutions, in sufficient detail, to permit evaluation by NYCHA of the proposed substitution, including the qualifications of the person to be substituted and the proposed hourly compensation rate of such person(s). No diversion or substitution of such identified personnel will be made by the Consultant without the prior written consent of NYCHA.

ARTICLE 9 FORCE MAJEURE

9.1 For purposes of this Agreement, “**Force Majeure**” means an unforeseeable event beyond the control of, and not caused by the fault or negligence of, the affected Party, including, but not limited to: acts of God, acts of civil or military authority, acts of public enemies, war, terrorism, insurrection, governmental action, fires, floods, explosions, epidemics, earthquakes, quarantine restrictions, strikes or other work stoppages, or loss or interruption of electrical power or other public utility.

9.2 If an event of Force Majeure results in a Party’s being unable to perform in full or in part its obligations under this Agreement, then that Party shall be excused from whatever performance is affected by the Force Majeure event to the extent so affected and to the extent the affected Party used its best efforts, consistent with prudent practices, to perform its obligations under this Agreement and to mitigate the losses to itself and to the other Party arising from the event of Force Majeure.

ARTICLE 10 INSURANCE

10.1 The Consultant shall carry commercial general liability insurance, professional liability insurance, and other insurance as required by law, all in not less than the minimum amounts as set forth in Section J of **Exhibit D** to the RFP, and satisfactory proof of such insurance must be provided to NYCHA prior to commencing the performance of any Services under this Agreement.

ARTICLE 11 NYCHA RESOURCES; EXISTING DRAWINGS AND DOCUMENTS

11.1 NYCHA shall provide access for the Consultant to drawings from NYCHA’s archive data files of computer drawings (“**QWEB**”), which may or may not reflect existing conditions at each Development, to the extent that such records exist and are accessible. Access to this information will be provided to the Consultant and/or its Subconsultants and **is for general informational purposes only, subject to actual on-site confirmation of field conditions and verification of measurements by the Consultant and/or its Subconsultants.**

11.2 NYCHA will assist the Consultant in accessing the QWEB system. NYCHA will allow the Consultant to make appropriate disk copies of the archive data files contained within the QWEB system at no charge. It is the Consultant’s responsibility to obtain any/all software necessary to read and convert the archive data files.

11.3 NYCHA shall provide the Consultant with access to other relevant NYCHA records as NYCHA may deem necessary and appropriate.

11.4 The Consultant will be responsible for the review of all documents and materials referenced in this Article as well as the assessment of their relevance and accuracy.

ARTICLE 12 ASSESSING FIELD CONDITIONS

12.1 The Consultant will be responsible for the timely verification at Development(s) of all existing field/site conditions and dimensions relevant to Task Orders, or otherwise relevant to performing the Services. NYCHA shall hold the Consultant liable for all losses, damages, or change order claims resulting from any errors, omissions or negligent acts on the part of the Consultant in accurately assessing and taking account of actual field/site conditions and dimensions in performing Services under this Agreement.

ARTICLE 13 ACCESS TO NYCHA DEVELOPMENTS

13.1 Upon receipt of adequate advance notification from the Consultant, NYCHA shall make arrangements for a NYCHA employee to provide access to both occupied and unoccupied areas of the buildings and/or NYCHA grounds that comprise the area of work at the Task Order defined Development(s).

ARTICLE 14 CONTRACT DOCUMENTS

14.1 All designs, drawings and papers prepared by the Consultant and Subconsultant(s) (if any) under this Agreement (the “**Contract Documents**”) shall comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations, as modified by any waivers that the Consultant or Subconsultant(s) may obtain from the appropriate jurisdictions.

14.2 The Contract Documents shall be prepared by the Consultant and Subconsultant(s) (if any) in accordance with the highest standard of industry practice prevailing in the City of New York and with sufficient construction detail shown to enable prospective bidders (the “**Contractors**”) to make accurate and reliable estimates of the quantities, quality and character of labor and materials required to construct and complete the work and to install the equipment therein in a first-class workmanlike manner.

14.3 The Consultant and Subconsultant(s) (if any) shall use its (their) best efforts to guard against errors and omissions in the performance of its (their) services under this Agreement and will carefully prepare the Contract Documents. The Consultant acknowledges that NYCHA shall be relying on the accuracy and completeness of the Consultant’s and Subconsultant’s professional services and knowledge of the site conditions, proper choice of materials and equipment, and practicality of design for bidding, construction and maintenance purposes. The Consultant shall be held liable for any legal noncompliance and/or claims that arise from inaccuracies in, or omissions from, the Contract Documents. The Consultant shall not, however, be responsible for the Contractors’ means and methods of construction or for the Contractors’ maintenance of site safety.

ARTICLE 15 SUBCONSULTANTS

15.1 In furtherance of, and not in limitation to, Section R of **Exhibit D** to the RFP:

15.1.1 When any or all of the Services cannot be provided by the Consultant’s in-house staff, the Consultant shall engage, at the Consultant’s sole expense, all, for example, Engineers, Cost Estimators, Expeditors, Surveyors, Architects, Landscape Architects, Experts and/or Consultants (collectively, the “**Subconsultant(s)**”) as may be required for the proper performance and completion of the Services.

15.1.2 When issuing solicitations for subcontractors, the Consultant shall take affirmative steps to include minority- and women-owned business enterprises.

15.1.3 The Consultant must seek and obtain NYCHA’s written approval prior to hiring or engaging any Subconsultant to perform any portion of the Services. The Consultant shall furnish NYCHA with copies of all subcontracts with Subconsultants for approval.

15.1.4 No substitutions of the Subconsultants approved by NYCHA may be made without the prior written approval of NYCHA.

- 15.1.5 The Consultant must comply, and the Consultant must cause its Subconsultants to comply, with all applicable federal, state and local laws, codes, ordinances, rules, and regulations, as modified by any waivers that the Consultant and its Subconsultants may obtain from the appropriate jurisdictions.
- 15.1.6 The Consultant shall inform all Subconsultants of the terms and conditions of this Agreement relating either directly or indirectly to the services to be performed by the Subconsultant, and the Consultant shall stipulate in each and every sub-contract with Subconsultants that all services and work performed by the Subconsultant strictly comply with the requirements of this Agreement, including, but not limited to, Section J of **Exhibit D** to the RFP regarding insurance procurement.
- 15.1.7 The Consultant must cause all applicable provisions of this Agreement to be inserted in all of its subcontracts.
- 15.1.8 The Consultant shall be solely responsible for the cost of any Subconsultant retained and the Consultant shall pay the Subconsultant fees commensurate with the professional services rendered by the Subconsultant.
- 15.1.9 The Consultant shall be solely responsible for the performance and accuracy of the work of all Subconsultants, including maintenance of schedules, coordination of Subconsultants' work and resolution of all differences between Subconsultants retained.

ARTICLE 16 REPLACEMENT OF PERSONNEL

16.1 NYCHA reserves the right, at its discretion, to request the immediate removal and replacement of any person assigned to perform any of the Services under this Agreement, and if NYCHA makes such a request, a replacement must be made no later than three (3) calendar days after written notice is received from NYCHA of such request. The recipient of this request must submit such information regarding the experience and qualifications of the person(s) it proposes to substitute as may be required by NYCHA, and any substitution, whether or not made at NYCHA's request, is subject to the prior written consent of NYCHA.

ARTICLE 17 COORDINATION WITH NYCHA; CONTACT PERSON

17.1 The scope of the Consultant's work effort pursuant to this Agreement must be coordinated with appropriate NYCHA personnel, who will be designated by NYCHA, and shall at all times be subject to the parameters and guidelines established by NYCHA from time to time.

17.2 The Consultant shall designate a project leader, subject to NYCHA's written approval, who shall be available at all times required for the Services and efforts provided for herein (the "Consultant's Contact"), and who shall not be removed or replaced without the prior written consent of NYCHA.

ARTICLE 18 SECURITY; ACCESS

18.1 The Consultant shall cause the employees working for it to observe all NYCHA security standards and procedures, as well as all applicable working rules and work-related policies of NYCHA.

18.2 NYCHA agrees to provide access for the Consultant and its employees to the sites where the Services are to be performed; provided, however, that the Services are performed in a manner so as to minimize any disruption to NYCHA's normal business operations.

ARTICLE 19 GENERAL WARRANTIES

19.1 The Consultant shall perform all Services under this Agreement in accordance with the highest level of care prevailing in the City of New York for architects and engineers performing similar services at the time that specific Task Orders are issued to the Consultant.

19.2 The Consultant shall perform all Services in accordance with the terms and conditions of this Agreement and any issued Task Orders.

19.3 The Consultant agrees that the professional(s) it assigns to perform the Services under this Agreement shall have the proper skill, training and background so as to be able to perform the Services in a competent and professional manner. The Consultant further agrees that it will assign at least one (1) licensed professional to work on each and every Task Order that may be issued by NYCHA to the Consultant during the Term.

19.4 All warranties, representations and covenants are cumulative, and no warranty, representation or covenant is in limitation of any other representation, warranty, or covenant in this Agreement.

ARTICLE 20 MATERIALS PREPARED BY THE CONSULTANT

20.1 In furtherance of, and not in limitation to, Section O of **Exhibit D** to the RFP, and unless otherwise agreed to in writing by NYCHA:

20.1.1 All drawings, specifications, studies and other materials prepared under this Agreement by the Consultant will be the property of NYCHA and at the expiration or earlier termination of this Agreement will be promptly delivered to NYCHA. The Consultant will have no claim for further employment or additional compensation as a result of the exercise by NYCHA of its full rights of ownership.

20.1.2 All materials, including, but not limited to, programs, documentation, reports, manuals, visual aids, and any other materials prepared for NYCHA by the Consultant under this Agreement (the “**Work Product**”) shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder and shall belong exclusively to NYCHA, with NYCHA having the right to obtain and to hold in its own name copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. The Consultant agrees to give NYCHA and any person designated by NYCHA reasonable assistance, at NYCHA’s expense, required to perfect the rights defined in this ARTICLE 20.2. Unless otherwise agreed to by the Parties, the Consultant shall immediately, upon the Effective Date or the expiration or earlier termination of this Agreement, turn over to NYCHA all materials developed pursuant to this Agreement, including, but not limited to, working papers, narrative descriptions, reports and data.

ARTICLE 21 KNOWLEDGE OF AGREEMENT; CONTINUOUS SERVICE

21.1 The Consultant must ensure that the Consultant’s Contact will be familiar with all phases and details of this Agreement and that the Consultant’s Contact shall be available for consultation with NYCHA until the completion of the work resulting from the Consultant’s recommendations under this Agreement.

ARTICLE 22 NYCHA’S FINAL DECISION

22.1 NYCHA’s decisions will be final and binding upon the Consultant as to all matters arising in connection with or relating to this Agreement, including all Task Orders. NYCHA will determine the amount, quality, acceptability and fitness of the Services being provided hereunder and shall determine all matters relative to the fulfillment of this Agreement by the Consultant.

22.2 Acceptance by NYCHA of any document prepared by the Consultant and/or the Consultant’s Subconsultants under this Agreement will not relieve the Consultant of its liability and responsibility for the Services.

ARTICLE 23 WARRANTY RELATING TO ENVIRONMENTAL INVESTIGATIONS

23.1 The Consultant agrees that all of the Services that it performs, or that it may cause its Subconsultants to perform, under this Agreement, shall be performed in a manner consistent with applicable environmental, safety and health laws and regulations. The Consultant shall carefully perform all Services and will supervise its Subconsultants relating to their careful performance of the Services with respect to the environment or the identification of a hazardous environmental condition.

ARTICLE 24 WARRANTY AGAINST NON-COMPETITION

24.1 The Consultant represents and warrants that to its best knowledge and belief each of its employees or subconsultants assigned to perform any of the Services pursuant to this Agreement is not in breach of any covenant or obligation not to compete with any former employer. In the event any such employee or subconsultant has a covenant or obligation not to compete with a former employer, such employee or subconsultant must be informed by the Consultant that he or she must obtain a release from such former employer before performing any of the Services.

24.2 The Consultant agrees to indemnify and hold harmless NYCHA, its Members, officers, employees and agents from and against every damage, expense, fee, and cost, including, without limitation, all reasonable sums charged to associated litigation, including reasonable attorneys' fees, which may be incurred by NYCHA in any action by a third party against NYCHA or against anyone assigned by the Consultant to perform Services for NYCHA hereunder for breach by an employee or subconsultant of any non-competition clause or covenant or obligation not to compete in any agreement entered into by the employee or subconsultant and any former employer where the Consultant knew or should have known of such clause or covenant or obligation not to compete.

ARTICLE 25 ATTENDANCE AT MEETINGS

25.1 The Consultant must attend, and must cause its Subconsultants to attend, all meetings as deemed necessary by NYCHA, and at such times as may be directed by NYCHA.

ARTICLE 26 COMMUNICATIONS WITH NYCHA

26.1 If the Consultant is unable to obtain information from NYCHA that is needed to perform any aspect of the Services, the Consultant must communicate the need for such information to NYCHA in writing.

26.2 The representative of NYCHA to whom any notice, report, Invoice, or other written communication is to be given under this Agreement is: [_____], or his/her designee (“**NYCHA’s Representative**”). NYCHA’s Representative is also the person authorized to provide any approvals of deliverables or otherwise as may be required under the terms of this Agreement.

ARTICLE 27 NOTICES

27.1 All notices and correspondence to the parties hereunder shall be delivered by hand or sent by registered or certified mail or by FedEx, Airborne Express, Express Mail or other overnight delivery service that provides a receipt to the sender. Receipt of a notice by the Party to whom the notice is transmitted shall be deemed to have occurred: (a) upon receipt, if hand delivered; (b) three days from the date of mailing, if mailed; or (c) the next business day after transmittal by FedEx, Airborne Express, Express Mail or other overnight delivery service that provides a receipt to the sender.

27.2 All notices and correspondence to the Consultant shall be delivered to the following address and addressee or to such other address(es) or addressee(s) as the Consultant may notify NYCHA of from time to time:

[_____
[_____
[_____
[_____]

27.3 All notices and correspondence to NYCHA shall be delivered to the following addresses and addressees or to such other addresses or addressees as NYCHA may notify the Consultant of from time to time:

[_____
[_____
[_____
[_____]

with a copy to:

New York City Housing Authority
Law Department
250 Broadway, 8th Floor
New York, New York 10007
Attn: Deputy General Counsel for Corporate Affairs

ARTICLE 28 ASSISTANCE TO NYCHA

28.1 If any claim by a third party is made or any action is brought against NYCHA relating to this Agreement, the Consultant must provide, and must cause its subconsultants and/or subcontractors to provide, NYCHA with all assistance that may be requested by NYCHA in defense of such claim or action.

ARTICLE 29 SEVERABILITY

29.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions are in no way affected or impaired and the remaining provisions remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a mutually acceptable provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

ARTICLE 30 NO WAIVER

30.1 The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

ARTICLE 31 HEADINGS

31.1 The descriptive headings used in this Agreement are for purposes of convenience only and do not constitute a part of this Agreement.

ARTICLE 32 AUTHORITY OF SIGNATORY

32.1 Each of the Parties hereto represents and warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

ARTICLE 33 COUNTERPARTS

33.1 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties, with intent to be legally bound as of the Effective Date, have caused this Agreement to be executed by their respective duly authorized officers as set forth below.

NEW YORK CITY HOUSING AUTHORITY

By: _____
Name: _____
Title: _____
Date Signed (MM/DD/YEAR): ____/____/2011

[_____]

By: _____
Name: _____
Title: _____
Date Signed (MM/DD/YEAR): ____/____/2011

EXHIBIT A

NYCHA'S RFP

The Parties each acknowledge being in possession of the RFP.

The RFP is referred to herein as if it is attached hereto in its entirety as Exhibit A.

EXHIBIT B

CONSULTANT'S PROPOSAL

The Parties each acknowledge being in possession of the Consultant's Proposal.

The Proposal is referred to herein as if it is attached hereto in its entirety as Exhibit B.

DRAFT

EXHIBIT K

A/E RFP FREQUENTLY ASKED QUESTIONS (FAQS)¹

SECTION 3 HIRING PLAN:

- Q1:** Who pays for the Section 3 hires? Would it be part of the consultants' fee or will NYCHA pay for Section 3 hires?
- A1:** The consultant pays the salary of the Section 3 hires, as is the case with any other employee. If there will be new hires associated with receipt of the contract, Section 3 residents are to receive priority consideration and the projected labor cost should be factored into the proposal budget.
- Q2:** In the Section 3 Hiring Plan, how can I project a dollar value for Section 3 business concerns if we don't have a task order yet?
- A2:** If a bidder's proposal includes subcontracting, qualified Section 3 Business Concerns should receive priority consideration. If subcontractors have already been identified and they are Section 3 Business Concerns (as defined in the solicitation), the proposed subcontract amount should be indicated. If subcontractors have not been identified, it is expected that efforts will be made and documented to recruit applicable businesses and the projected value should be based on the subcontracting line item in the bidder's proposal. NYCHA understands that Section 3 submittals are, at this juncture, projections and may be subject to change.
- Q3:** Given that this contract is for professional services, the individuals who will execute the services required must have a college degree and must meet other minimum requirements. How could a firm meet Section 3 requirements if qualified residents cannot be found?
- A3:** After the Consultant submits job specifications and requirements, NYCHA's RES will assist Consultants in conducting an outreach and recruitment effort to identify eligible candidates - not only in our existing client base but through our partnerships and association with external training providers. Additionally, Consultants are encouraged to consider their overall workforce needs and identify other titles and positions within their organization as potential Section 3 opportunities. Efforts to recruit Section 3 residents must be documented. Also, the requirement can be met through training and contracting (see Section 3 Business Concerns definition) opportunities as well.
- Q4:** Pertaining to Section 3, what if no positions are vacated during the length of contract?
- A4:** Section 3 employment only applies to new hires. If there are no new hires made during the life of the contract, the employment requirement is not triggered. Consultants will be expected to demonstrate through certified payrolls and other reports that no new hires were made. If there are new hires, Section 3 residents are to receive priority consideration. Compliance with Section 3 can also be achieved through training and contracting opportunities.

¹ In the event of a conflict between the text of the attached RFP and this **Exhibit K**, the text of the attached RFP shall prevail.

Q5: What if qualified “Section 3 Residents” are not available to meet the 30% requirement?

A5: It is expected that Consultants make a good faith effort to utilize Section 3 residents in filling vacant training and employment positions. This effort must include, but is not limited to, the following:

- Reaching out to labor organizations and posting notices of employment and training opportunities in conspicuous places;
- Meet with applicable apprentice program administrators to request cooperation in identifying and referring unemployed NYCHA apprentices;
- Prominently place a notice of training and employment opportunities and eligibility requirements at NYCHA developments;
- Meet with resident organization to identify and refer eligible candidates; and,
- Maintain a list of all residents who apply on their own or by referral and the ultimate disposition of those applications.

Q6: Section 3 – are there any set goals for this RFP?

A6: Only insofar as it relates to the HUD Section 3 regulation that stipulates employment and other economic opportunities generated by federal assistance to public housing authorities shall, to the greatest extent feasible, be directed to public housing residents and other low and very-low income persons of the community; or Section 3 business concerns. The measure of compliance with Section 3 employment is 30% of new hires.

MWSBE OPPORTUNITIES:

Q7: Are sub-consultants also required to provide 30% of MWSBE participation?

A7: The 20% goal referenced during the presentation at the Proposers’ Conference refers to the amount of outreach Consultants are required to conduct to identify MWSBE subcontractors. Consultants are expected to present meaningful levels of MWSBE firms as subcontractors, vendors or any combination of the foregoing. Consultants must submit written evidence or other proof demonstrating that to the greatest extent feasible, 20% of all firms sought for consideration for award of subcontracts or services and/or products have been MWSBE firms. Written evidence shall be submitted to the Authority’s Office of Business Opportunities for review prior to the award of each subcontract. As further evidence of its efforts to maximize MWSBE participation, the Consultant agrees to attend at least two outreach events during the life to the contract to identify new MWSBE firms to participate in subcontracting activities. Consultant may contact NYCHA Office of Business Opportunities about various outreach events. Consultants may require its sub-consultants to present levels of MWSBE participation as set forth above.

Q8: How can a subcontractor be notified of MWSBE outreach events, i.e., mail lists, electronic notification?

A8: Consultants and sub-consultants may contact the NYCHA Office of Business Opportunities (OBO) at 212-306-4646 for information about MWSBE outreach events, and for information about MWSBE firms registered with NYCHA OBO. MWSBE firms who are registered in the OBO Directory receive email notifications and outreach information about NYCHA procurement

opportunities and MWSBE events. MWSBE firms in the OBO Directory are often notified of outreach events based on their respective commodity. Firms may register to be included in the OBO Directory by completing the registration form included in this Addendum.

Q9: Will outreach resources be supplied by the DEO?

A9: Consultants may contact the NYCHA OBO at 212-306-4646 for a listing of registered MWSBE firms in the OBO Directory for sub-consulting opportunities. By no means should OBO be the sole source of obtaining MWSBE outreach information. Consultants are encouraged to utilize additional resources to identify MWSBE firms for subcontracting opportunities. Upon request a list of firms from the OBO Directory may be provided to the Consultant. NYCHA OBO will notify firms holding current NYCHA Construction Management and A&E contracts about upcoming MWSBE outreach events. It is up to the Consultant to ensure NYCHA OBO has the Consultant's correct contact information. Firms are also encouraged to visit the NYCHA website at:

http://www.nyc.gov/html/nycha/html/business/vendor_events.shtml.

Office of Business Opportunities
Department of Equal Opportunity
New York City Housing Authority
250 Broadway, 27th Floor
New York, NY 10007
Phone: 212-306-4646
Email: business.opportunity@nycha.nyc.gov

PROCUREMENT:

Q10: Are subconsultants required to submit Vendex submissions?

A10: For subconsultants, a Vendex submission to Mayor's Office of Contracts is required prior to commencing work with NYCHA. For subconsultants, it is not required as part of the Proposer's submission, however, it is highly recommended.

Q11: Are the professional liability insurance certificates required as part of the RFP or to be submitted after the proposal selection?

A11: The professional liability insurance certificates are required after the proposal selection.

Q12: Are subconsultants required to submit Vendex and bid forms as part of the RFP?

A12: Only the prime consultant is required to submit the Vendex to the Mayor's Office of Contracts in advance of the RFP submission date. The Proposer must include the Confirmation of Vendex Compliance in the RFP submission.

Q13: Must all sub-consultants fill out and submit Bid/Proposal Face sheet, or just the prime?

A13: The Bid/Proposal Face Sheet should be completed by both prime and subconsultants.

- Q14:** If we are already Vendexed, do we need to submit 2 original “Certifications of No Change” or simply have it ready per the slide in the Vendex presentation.
- A14:** NYCHA highly recommends that the Vendex Certifications of No Change are submitted with the Proposal Submission, if available. This will assist in processing the award quickly.

FINANCIAL STATEMENTS:

- Q15:** Do the financials need to be audited? (Small firms under 10 people usually do not have audited financials.)
- A15:** NYCHA accepts either audited or reviewed financial statements. A compilation statement or tax return is not acceptable.

DRAWINGS:

- Q16:** Can you provide AUTO CAD drawings?
- A16:** NYCHA has an electronic archive of drawings for almost all NYCHA owned properties in TIFF format that can be saved as PDF. A limited number of developments may have CAD drawings (Bentley MicroStation). The consultants will make an appointment with NYCHA staff and bring a blank CD to download selected relevant drawings for specific assigned development buildings. Drawings may be available as TIFs but unfortunately, we don’t have all drawings for all buildings.
- Q17:** Are we restricted to using Microstation?
- A17:** Consultants are required to submit contract drawings to NYCHA in Microstation format. Firms that use other drafting software must convert to Microstation. Consultants must assure the quality of these files after conversion and before transmitting to NYCHA.

iSupplier:

- Q18:** Can iSupplier provide an easier way to access the RFP online?
- A18:** First, a clarification on terminology. In the Oracle iSupplier Application, RFPs (Request for Proposal) are called RFQs (Request for Quote). The RFQs (RFPs) can be accessed on-line by logging into iSupplier. Once logged in, the RFQ may be queried by RFQ number or RFQ description.

Links to the log-in and registration pages, as well as to reference documentation on how to use the iSupplier Application (“[Registration Guide](#)” and “[Bid Submission Guide](#)”), may be found on the “Doing Business with NYCHA / [Selling Goods and Services to NYCHA](#)” website:

(http://www.nyc.gov/html/nycha/html/business/isupplier_register.shtml)

Specific to the Capital Projects Division RFPs, the ‘traditional’ RFP document will be included as an attachment to the iSupplier RFQ. This and any other attachment may be found on the lower portion of the RFQ header page in iSupplier.

Q19: Will bid results get posted on iSupplier?

A19: Unfortunately, RFP bid results cannot be ‘posted’ in iSupplier. However, the buyer (the person who enters the RFP/RFQ into iSupplier) has the option to share award results –the winning vendor(s) and corresponding pricing –with those suppliers that were notified of the RFP/RFQ or responded electronically to the bid.

RFP SUBMISSION:

Q20: Should estimators include estimate reconciliation time in their fees?

A20: RFP asks only for hourly rates and a multiplier. Once under contract, Consultants will include reconciliation time in their proposals for Task Order work as required.

Q21: In the minimum requirements section of the RFP, are you looking for more statements of ability, or full explanations with project experience, etc?

A21: As stated in the RFP, Minimum Qualification Requirements, relate primarily to project experience in the disciplines required. Your responses need to demonstrate how you and your staff meet these minimum qualifications.

Q22: How many copies are requested of the items to be submitted in separate sealed envelopes?

A22: Please provide one (1) original and five (5) copies within each sealed envelope.

Q23: During a project, how many meetings will be required?

A23: One kick-off meeting is required at each Development. Weekly status meetings will be scheduled at the discretion of NYCHA. Involvement will be more clearly defined within each Task Order.

Q24: Who will inform us of interior leaks reported by residents? Are we able to and encouraged to interact and survey tenants to focus and pinpoint internal leaks, building problems, etc? Can this time be documented and used to complete site surveys?

A24: NYCHA has a tracking system, Maximo, which will be used to provide data on leaks and water penetration problems. A copy of NYCHA’s leak reports will be provided prior to the Kick-off meetings. The management staff of each development will also be very helpful as they interact with tenants on a daily basis. Consultants will not be required to survey tenants. Details of gathering information will be defined and may be expanded in Task Orders.

Q25: Is NYCHA exempt from filing fees?

A25: Yes, NYCHA is exempt from filing fees with DOB.

Q26: Are the agreement terms and conditions negotiable? If so what is the procedure for modification? How does modification affect time line for accepting consultant i.e., if law department be engaged to modify language? Are terms and conditions of the agreement negotiable?

A26: See Section III, C3 - Proposal Part III – Exceptions to the Terms of this RFP.

- Q27:** Can we get a copy of the Proposers Conference Meeting sign-in sheet and presentation?
- A27:** No. The sign-in sheet and presentation will not be circulated.
- Q28:** Regarding hourly rates – is there a maximum number of hours per project or for contract term?
- A28:** No.
- Q29:** How will emergency repair work be handled?
- A29:** NYCHA retains contractors through requirement contracts.
- Q30:** In NYCHA’s last RFP for A/E consultant contracts five years ago, how many firms were selected?
- A30:** Twenty-one.
- Q31:** How many contracts will be issued? How many contracts do you intend to issue?
- A31:** NYCHA will issue as many contracts as needed to address the current Five Year Plan of capital projects. The number of firms selected is at the sole discretion of NYCHA.
- Q32:** Please clarify the task order / bid process: Consultant provides sealed bid. After award NYCHA selects 3 consultants to “bid” again. What is process / intent of this 2-stage bid process?
- A32:** The RFP proposal includes hourly fees that will be used during the term of the awarded contracts. These fees will be used in determining the fees for work assigned in Task Orders. For all projects, a proposal from consultants using the hourly fees will be required to determine which firm the Task Order will be awarded and the associated fee.
- Q33:** To what extent will NYCHA’s selection be based upon fee?
- A33:** Once a firm has met the minimum qualifications and has been short-listed upon review and evaluation of their technical capabilities, the fee proposals will then be reviewed. The fee proposals will be reviewed based on the industry standard costs.
- Q34:** Is my firm eligible to submit RFP due to less than five (5) years in business?
- A34:** No. The minimum requirement for this RFP is five (5) years.
- Q35:** Does NYCHA accept checks for picking up a printed copy of the RFP?
- A35:** Certified checks are accepted.