

*Request for Proposals for*  
**(CDBG-DR) ARCHITECTURAL and ENGINEERING SERVICES**  
*for Sandy Resiliency & Renewal Program @ Ocean Bay (Bayside), Queens*

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**NEW YORK CITY HOUSING AUTHORITY**

**250 Broadway, New York, New York 10007**

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**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:

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References herein to NYCHA's RFP Coordinator shall include his designee.

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## **SECTION I: INTRODUCTION**

### **1    New York City Housing Authority**

The New York City Housing Authority (“NYCHA”) is the largest public housing authority in North America and operates 334 housing developments throughout the five (5) boroughs of New York City. NYCHA manages approximately 178,557 apartments in 2,563 residential buildings containing 3,330 elevators, houses over 403,120 authorized residents, has approximately 11,605 employees, and administers a citywide Section 8 Leased Housing Program covering approximately 91,103 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.

### **2    NYCHA’s Capital Projects Division**

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.

### **3    Sandy Resiliency & Renewal Program**

On October 29, 2012, Superstorm Sandy (“Sandy”), with its historical storm surge, caused massive damage throughout the coastal areas of New York City. While varying in nature and severity, the resulting damage centered around building systems and conditions that were susceptible to flooding. Approximately 60 NYCHA developments within the Zone A and Zone B flooding areas bore the brunt of serious damages to building mechanical systems, electrical distribution, plumbing valves, pumps, and piping.

In the days and weeks immediately following the superstorm, NYCHA embarked on a recovery program by performing extensive building damage assessments, installing new temporary electrical switchgear, and temporary mobile boilers to restore the habitability of the residential buildings in the most severely affected developments. NYCHA is now ready to move from these short-term recovery efforts and embark on its full long-term “Sandy Resiliency & Renewal Program” (collectively, the “Sandy Projects”).

### **4    NYCHA’s Program Management Office**

NYCHA’s Project Management Office (the “PMO”), as NYCHA’s representative, is responsible for planning and implementing Sandy Projects. These responsibilities include, but are not necessarily limited to, the management and coordination of all aspects of: 1) planning; 2) analysis of alternatives; 3) funding management; 4) financial reporting; 5) metric management; 6) grant administration; 7) design coordination, design consultants management including performance evaluation; 8) procurement scheduling; 9) construction scheduling and coordination; and 10) coordination of close out process for the Sandy Projects.

### **5    The Property**

Ocean Bay Bayside complex comprised 24 residential buildings with 1,378 apartments units. The construction of the development was completed in 1961. The numbers of apartments on the first floor of each building ranges from 0 to 5 and the numbers on every floor above from 8 to 10. The size and type of apartments range from studios to 5-Bedrooms apartments.

This New York City Housing development is located on a 32 acre site, with twenty 7-story buildings lining both Almeda Avenue and Beach Channel Drive, and four 9-story buildings centrally located in between.

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The existing boiler plant, located within the cellar level of Building No. 22, at 440 Beach 54th Street was subject to water damages from Superstorm Sandy. The affected areas include mostly their mechanical and electrical systems and spaces below grade; including the six (6) dual-fuel boilers and associated components.

The Development's specifics are:

- Main Address: 57-10 Beach Channel Dr. Far Rockaway, NY 11692
- Boro: Queens
- Telephone: (347) 619-8504
- Year Built: 1961
- Number of building: 24
- 7 and 9-story buildings

## **6    The Project**

The architect engineer (the “A/E” or the “**Selected Proposer**” or the “**Consultant**”) shall assist NYCHA and coordinate with NYCHA’s Construction Manager as Agent firm (the “**CMA**”) throughout the design, construction and close out of the Project as detailed in **Section II: Scope of Services** (the “**Services**” or the “**Scope of Services**”) of this RFP.

## **7    Notice To Proceed**

The Notice to Proceed (“**NTP**”) will be issued based on budget for the Scope of Work detailed in Section II. NYCHA may issue the NTP in-whole, in-part, or individually per the following phase(s) (“**Phases**”):

- 7.1    Basis of Design;
- 7.2    Design Phase;
- 7.3    Procurement Phase;
- 7.4    Construction Phase; and
- 7.5    Post-Construction Phase.

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## **SECTION II: SCOPE OF SERVICES**

NYCHA requires the professional expertise of an A/E to provide services for Basis of Design, Design, Procurement, Construction and Post-Construction Phase Services in accordance with the milestones specified in Table II-1 on page 17. Nothing contained in this RFP shall be deemed to require or authorize the A/E to perform any act or render any services other than those of a professional architect engineer, as defined herein. The Scope of Services to be performed by the A/E under its agreement (the “**Agreement**”) during the respective Phases (which may overlap) is detailed below.

### **1      Overall Provisions**

- 1.1      Regulations – The A/E shall perform all Services and prepare all work in accordance with all current and applicable 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.
- 1.2      Commencement and Duration – The Pre-Design Phase will commence with a NTP from NYCHA and will have a period of performance per the duration’s table below. The A/E shall schedule and complete the following activities as part of the Pre-Design Services in accordance with the Final Baseline Schedule that will be developed at the start of the Pre-Design Phase.
- 1.3      Critical Path Method (“CPM”) Design Schedule – the A/E shall develop, submit, and maintain a Critical Path Method Design Schedule (the “**Schedule**”) that includes all tasks associated with the Scopes of Services that the A/E manages or contributes as necessary to achieve the milestones specified in Table II-1 on page 17.

Following the issuance of the NTP by NYCHA the A/E will submit a draft Schedule (“**Draft Schedule**”) for review and comment (“**NYCHA Review**”) within the timeframe specified in Table II-1. A final Schedule (“**Final Schedule**”) shall be developed to incorporate NYCHA Review comments on the Draft Schedule. The schedule shall be developed by the A/E and maintained in accordance with the Project Management Institute’s standards for Critical Path Method Scheduling, but absent of earned value management. The A/E shall submit a copy of the latest schedule update on a weekly basis. Such schedule submittals shall continue through to and include the last milestone specified in Table II-1. Payments to the A/E will be held until the Schedule is approved and updates provided as specified within this section.

- 1.4      Meetings – Administer meetings during the Basis of Design Phase and Design Phase by meeting with NYCHA, the CMA and other stakeholders every two weeks to review design progress and collaboratively plan the construction. Additional meetings will be scheduled as the need arises. The A/E shall provide meeting minutes to the representatives of all attendees within 48 hours of each meeting.
- 1.5      Electronic Project Management – All Project documents, inquiries and deliverables by the A/E and its sub-consultants (“**Sub-Consultants**”) shall be made and managed utilizing an electronic Project Management (“**ePM**”) system provided by NYCHA. The ePM will also be used by the A/E and its Sub-Consultants for collaborations with CMA, construction contractors (“**CCs**”), and other Project entities that may be designated by NYCHA. The ePM system shall be utilized to submit, review, update, track, and view Project information including, but not limited to the following:
  - 1.5.1      Project design drawings, design reports, and other related documents;
  - 1.5.2      Schedule submittals and updates;

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- 1.5.3 Requests For Information (“RFI’s”);
- 1.5.4 Submittals;
- 1.5.5 Notices To Comply (“NTCs”);
- 1.5.6 Change Management - Proposed Change Orders (“PCOs”);
- 1.5.7 Meeting Minutes;
- 1.5.8 Issues ; and
- 1.5.9 Daily Field Reports (as applicable).

NYCHA shall provide access and licenses for the ePM system at no charge to the A/E and/or their Sub-Consultants. NYCHA will provide training at no charge to the awarded A/E and/or their Sub-Consultants (one session for 8 hours). The A/E shall be responsible for all labor costs for training their staff and/or subcontractors/Sub-Consultants. Staff hours associated with ePM training are not billable to NYCHA.

## **2    Basis of Design Report**

The AE shall develop a Basis of Design Report that includes the following:

- 2.1    Basic Design Scope of Work – The Basic Design Scope of Work (“SOW”) shall include:
  - 2.1.1 The findings of a comprehensive damage assessment to fully identify and reconfirm all Sandy related damage within the Site’s boundaries including, but not necessarily limited to, the surrounding grounds, infrastructure, buildings, and building systems. (This scope does not include apartment units, common areas within the residential floors. It does include the lobbies and entrance areas.)
  - 2.1.2 The SOW needed to restore to the pre-disaster design, function, and capacity identified by the damage assessment to pre-storm conditions and functionality including compliance with all applicable statutes, regulations, codes, and standards.
  - 2.1.3 Measures to:
    - Bring all areas within the SOW in compliance with all applicable codes and flood resistant design standards.
    - Replacement and relocation of existing boiler plants above the Design Flood Elevation (“DFE”) including an options analysis that considers cost effectiveness and long-term resiliency alternatives such as centralized plants for a combination of buildings or the entire campus.
    - Provide natural gas fueled standby power generators for the buildings and campus electrical needs. Generators shall be capable of paralleling with the local utility as part of a Demand Response Program. The preferred option for location of the generators is on the roof of each building; however, the Basis of Design Report shall also evaluate alternatives such as providing standby power to either a combination of buildings or a centralized plant for the campus.
    - Roof replacement on all buildings
    - Relocation of the building MEP systems susceptible to future flood damage to higher elevation above the DFE taking into consideration the risks associated with Sea Level Rise (“SLR”) including, but not

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necessarily limited to:

- Electrical services and switch gear;
- Heat exchangers, hot water system components, and pumps;
- Upgrade elevator control systems as required in compliance with the latest flood resistant design standards and replace damaged equipment in elevator pits;
- Replacement of site underground electrical service feeders and conduits;
- Provide for new site lighting using new LED luminaries and poles according to NYCHA's recommendations;
- Providing new lightning protection system on building roofs; and
- Optimization of community facilities on site including the Health Center, Community Center, Daycare Center, Senior Centers and Administrative facilities to make them standalone facilities with their own MEP systems and natural gas fueled standby power generators in order to facilitate better communications, and provide an area of refuge during future storm events.

2.1.4 Any Design analysis shall include three design concepts utilizing a Life Cycle Cost Analysis as defined by Federal Energy Management Program ("**FEMP**") Building Life Cycle Cost software or equal.

2.1.5 The A/E shall provide at earliest opportunity one drawing that provides detail on the location, area, and depth of any ground disturbing activities; the location, anticipated size, and designated purpose of long and short-term staging areas as well as the construction ingress and egress route; the location and extent of flood mitigation measures to protect building structures; the locations of any elevated building systems; the location and size of backup power generators; the locations of existing and proposed fuel storage tanks; the location and size of recreational space and garden/tree plantings potentially impacted by project activities; and the location and size of transition areas used for deliveries, and for debris/waste management.

### 2.2 Optional Evaluation of Other Resiliency and Energy Efficiency Measures

In addition to the design and other related efforts described in **Section 2.1** above, NYCHA may elect to have the A/E prepare a feasibility study and conceptual design report that evaluates and presents other opportunities to improve the overall long-term sustainability of the Site and resistance to future storm events. At a minimum, the scope of the conceptual design report shall include:

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2.2.1 Resiliency Measures - A master plan for the Site that minimizes the impact of future flood events, and optimize Site utilization. The master plan shall include a narrative that describes the holistic approach of additional Site and resident security, safety and resilience, including:

- options for increased revenue from the property;
- additional Site parking;
- improvements to storm water management using detention and retention features such as porous pavement, bio swales, site re-grading, underground storage, etc.;
- incorporation or upgrading common facilities to enhance resident quality of life; and
- create a visual and functional impact for the Site as part of an urban and social cohesion.

2.2.2 Energy Efficiency Improvements: - Develop a master plan for reduction of the Site's energy demands, using a comprehensive energy modeling, that identify and quantify any energy saving opportunity that may include items such as:

- Incorporate re-cladding, air barrier/membrane and rain-screen, and insulation systems to the existing buildings to improve buildings energy conservation performance in conjunction with ongoing maintenance projects and Local Law 11 requirements;
- Improvement of common areas light fixtures to meet energy efficiency standards; and
- Upgrades, such as window replacement and other buildings features that increases resistance to storm events.

2.2.3 Feasibility and Options Analysis Report - At a minimum, the conceptual design report shall include:

- Feasibility of all proposed measures including consideration of other Site needs and uses as well as structural capacity for additions to the structures, and any negative impacts of the current functionality of the Site for residences, pay back analysis, etc.;
- Clear discussion of the uncertainties and assumptions that are incorporated in the conceptual evaluations and the scope of work that would be required to determine final feasibility;
- Design fee associated with implementation of any recommended measures;
- Engineers cost estimate for proposed features and cost benefit analysis; and
- Impact on schedule, design and construction phase, associated with implementation of any recommended measures.

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### 2.3 Scope of Services in support of the work required by Sections 2.1 and 2.2

Achievement of the requirements of Sections 2.1 and 2.2 above is expected to include but not necessarily be limited to the Scope of Services described within this Section 2.3:

2.3.1 Review Existing Background Documents – Research and evaluate current documents pertaining to the Site, and take these into consideration for scoping the Site Investigations Services. All pertinent documents will be provided to the A/E. The documents included in the RFP, which provide a sample of the available information, are:

- Due diligence reports;
- Assessment Reports.

2.3.2 Site Investigation Services – Visit the Site to inspect, investigate, measure, and evaluate the existing conditions of all areas related to the Scope of Work (the “**Site Surveys**”). The A/E shall interview personnel associated with the Site to establish:

- damage to the Site caused by Sandy including, but not necessarily limited to, the surrounding grounds, infrastructure, buildings, and building systems building systems;
- 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; and
- current applicable maintenance procedures; and access constraints associated with the A/E’s on-Site investigations.

The A/E 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 or Site photographically. Photographs shall be used to illustrate the nature and extent of particular damages that exist. Photographs shall be in digital format as well as hard copy. The Site Investigation Services shall also include topographical surveys, geotechnical investigations, utility location, mark-out services, and any other investigation service necessary to support the work.

2.3.3 Existing Conditions Report - The A/E shall provide a written report (the “**Existing Conditions Report**”) at the conclusion of the Site Surveys and 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. The Existing Conditions Report shall include, but not necessarily be limited to, the following:

- Review findings for all pertinent reports such as the HSCIP Site Assessment Report and Due Diligence Study, Physical Need Assessment Reports (PNAs), Environmental reports, Historic records, Site Rating Reports, Leak Reports, DOB Local Law 11 Report Cycle 6 & 7 (LL11), previously awarded contracts at the Development, DOB BIS information for work complete and violations, and existing drawings if available from

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NYCHA's Office of Design (OoD).

- Results of the A/E damage assessment performed as part of this SOW.
  - Written recommendations to include evaluations of each component, detailed definition of where the damage occurred with drawings, written reports, options for corrective action, and budget evaluation of proposed options.
  - The A/E shall assist NYCHA and the CMA in defining the construction SOW and identify opportunities for developing early construction start.
  - Preliminary budget estimate with quantities, unit costs, general conditions, overhead and profit, insurance and bonding for all alternates and options.
- 2.4 Executive Briefing - Assist NYCHA and the CMA in preparing an executive briefing of the findings in the Basis of Design Report. Attend the executive briefing and consult NYCHA with recommendations for the SOW based on NYCHA's goals.

### **3    Design Phase Services**

- 3.1 Commencement and Duration – The information developed in the Basis of Design Phase will allow NYCHA to refine the Scope of Work for the Project. At the start of the Design Phase, direction will be provided designating the Scope of Work that will proceed to the Schematic Design Phase. NYCHA will continue to evaluate budget and priorities as the design proceeds, providing specific direction at the completion of each phase of design. The periods of performance for each design phase are per Table II-1.
- 3.2 Quality Assurance – From Project inception to completion and closeout, the A/E shall ensure all Contract Documents, addendums (“**Addendums**”) and bulletins are properly planned and executed throughout the entire Project before they are submitted to NYCHA for review and approval. Each phase must include sound Quality Assurance and Quality Control (QA/QC) with proper staffing and mechanisms to ensure NYCHA is receiving the highest possible level of care and quality of work in order to reduce unnecessary mistakes or missteps. A QA statement shall be included as part of each phase submittals to testify that the process has been implemented. Lack of quality of work and care and unnecessary mistakes may lead to withholding of payment and/or removal of staffing and/or low performance evaluation ratings and/or declaration of default of the A/E.
- 3.3 Schematic Design Documents – Prepare a set of schematic drawings (the “**Schematic Design Documents**”, “**Schematic Design**”, or “**20% CDs**”) describing the proposed design. The AE shall produce Schematic Design Documents for each professional discipline, as applicable, i.e., architectural, structural, landscaping, hazardous material, mechanical, plumbing and electrical for all Scopes of Work. The A/E shall prepare Schematic Design Documents, at a scale presented by the A/E to NYCHA for selection (usually ¼” = 1’-0”), including the following:
- 3.3.1 Existing Condition Drawings to scale dimensioned as may be necessary showing areas and elements requiring demolition, salvage and protection;
  - 3.3.2 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);
  - 3.3.3 Critical sections and elevations (interior and exterior);

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- 3.3.4 Grounds plan, indicating proposed walkways, landscaping, signage and amenities;
- 3.3.5 Zoning analysis and code compliance;
- 3.3.6 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;
- 3.3.7 The A/E shall perform any and all property and boundary surveys required for the Scope of Services.
- 3.3.8 Coordination of all hazardous materials to the hazardous material drawings (“**H-Drawings**”), and assumed quantities and allowances;
- 3.3.9 Provide and reconcile estimates;
- 3.3.10 Make recommendations for packaging of Construction Contracts for approval and incorporation;
- 3.3.11 Make recommendations for deduct alternates and options in the construction contacts as needed to resolve budget issues, and upon approval, incorporate same into bid packages in the Construction Documents; and
- 3.4 Assist NYCHA and the CMA in preparing and administering an executive briefing of the proposed solutions, changes to the SOW, the Project budget, budget impacts, and alternatives and options for review and approval by NYCHA.
- 3.5 Design Development Documents – The A/E shall develop the design in detail at a scale decided on by NYCHA and submit documents (the “Design Development Documents” or “50% CDs”) 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:
  - 3.5.1 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.
  - 3.5.2 Mechanical floor plans and diagrams, as required and/or requested, to describe the mechanical design and HVAC system in detail.
  - 3.5.3 Plumbing floor plans and diagrams, as required and/or requested, to describe the plumbing design in detail. Sprinkler systems, if required, shall be included in plumbing work.
  - 3.5.4 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.
  - 3.5.5 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 A/E 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.
  - 3.5.6 Reassess zoning and code analysis based on the Design Development Documents

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and detail of the proposed work.

- 3.5.7 The A/E shall submit the necessary drawings and calculations for filing with the NYC Department of Buildings and (“DOB”) all agencies having jurisdiction. Evidence of all filings shall be submitted to NYCHA.
  - 3.5.8 Coordination of all hazardous materials to the H- Drawings, which include decontamination locations, identification of hazardous materials on plans, plans for DEP Work Plan, and quantities and allowances.
  - 3.5.9 Provide and reconcile estimates.
  - 3.5.10 Make recommendations for packaging of Construction Contracts for approval and incorporation.
  - 3.5.11 Make recommendations for deduct alternates and options in the Construction Contracts as needed to resolve budget issues. Upon approval, incorporate into bid packages in both the specifications and contract drawings.
  - 3.5.12 Assist NYCHA and the CMA in preparing and administering an executive briefing of the proposed solutions, changes to the SOW, the project budget, budget impacts, and alternatives and options for review and approval by NYCHA.
- 3.6 Contract Documents – The A/E shall Prepare Contract Documents in a manner and form that will permit NYCHA to advertise, bid and award separate prime contracts including any early start construction activities. 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, hazardous materials, and related work as required according to the following breakdown for the Scope of Work:
- 3.7 At 90% 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. Specifications shall be revised to also reflect the input of all participants and cross referenced with the revised drawings The A/E shall make all necessary changes to the documents required by the Department of Buildings. The 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 A/E, where not previously submitted, shall submit the necessary drawings and calculations for filing with the DOB and all agencies having jurisdiction. Evidence of all filings shall be submitted to NYCHA.
- 3.7.1 The Contract Documents shall be deemed in 100% compliance upon review and written approval of all recommendations, corrections and revisions required by NYCHA. The 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 Final Contract Documents (“**Final Contract Documents**” or “**Bid**

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**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 CC. The Final Contract Documents shall include the Final Contract Drawings, Final Specifications and Final Construction Cost Estimate as described below. All Final Contract Drawings, revised where necessary to reflect NYCHA’s review comments, shall bear all required stamps of approval, including the seal and authorized facsimile of the signature of the A/E. The Final Contract Drawings shall meet with NYCHA’s written approval. 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 A/E shall be responsible for the preparation of the specification and the coordination with all producers as to form and content. The Final Specifications shall be in the latest edition of the C.S.I. format. The AE 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 A/E shall inform NYCHA, in writing, of any adjustments to the last approved estimate of the total construction cost of the Project. The A/E shall modify the design to comply with budget limitations.

- 3.7.2 The A/E shall provide and reconcile estimates;
  - 3.7.3 The A/E shall provide Phasing Plan;
  - 3.7.4 The A/E shall provide an estimated Construction duration;
  - 3.7.5 The A/E shall make recommendations for packaging of Construction Contracts for approval and incorporation;
  - 3.7.6 The A/E shall make recommendations for deduct alternates and options in the Construction Contacts as needed to resolve budget issues and, upon approval, incorporate same into bid packages in both the specifications and contract drawings; and
  - 3.7.7 assist NYCHA and the CMA in preparing and administering an executive briefing of the proposed solutions, changes to the SOW, the Project budget, budget impacts, and alternatives and options for review and approval by NYCHA.
- 3.8 **Filing and Agency Approvals** – The A/E shall file and obtain approvals of all applications and plans from the DOB of all Contract Documents, as well as but not limited to, approvals from the Fire Department (“**FDNY**”), Department of Environmental Protection (“**DEP**”), Department of Transportation and all other agencies having jurisdiction, when applicable/required. The A/E shall immediately apply for all required agency approvals upon NYCHA’s approval of the Design Development or 90% Construction Documents, whichever is earlier. If there are any untimely delays in receiving any approvals, the A/E shall inform NYCHA in writing, citing the respective agency, the cause of delay and proposed remedy. The A/E shall submit to NYCHA satisfactory evidence of all required filing of applications with the DOB and all other agencies having jurisdiction. The A/E shall provide a listing in the design documents of the required controlled

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inspections and sign-offs as required by NYCHA. The A/E shall provide all expediting services to all agencies and obtain all sign-offs as required to comply with the Project schedule. The A/E 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 A/E shall submit to NYCHA two (2) sets of all DOB and other agencies approved plans/applications as hardcopy and on compact disks.

- 3.9 Expediting Services – File and obtain all approvals from regulatory agencies having jurisdiction, commissions, and utility companies including but not limited to:
- 3.9.1 provide timely processing and submittal of documents to all required governmental agencies such as, but not limited to, DEP, DOT, MTA, DEC, and FDNY;
  - 3.9.2 coordinate with special inspection companies for architects and engineers;
  - 3.9.3 assist NYCHA with removal of violations and closing applications;
  - 3.9.4 secure sign-off of open applications;
  - 3.9.5 obtaining Temporary and Final Certificate(s) of Occupancy, as required;
  - 3.9.6 assist with addressing non-compliance issues with governmental and regulatory agencies; and
  - 3.9.7 clear prior DOB and Environmental Control Board (“**ECB**”) violations that may have an impact upon a) DOB Permits and Approvals for Filing the project, and b) Closeout of the Project: Note: NYCHA will design and clear: a) Elevator Violations, and b) other minor Violations [i.e., that require only DOB’s “dismissal”]. The A/E shall only consider clearing violations that pertain to clearly defined in scope design activities. The violations covered by this section are expected to include, but are not limited to, the following types of violations:
    - 3.9.7.1 ECB Violations for Local Law 10 Elevators;
    - 3.9.7.2 ECB Violations for Boilers;
    - 3.9.7.3 ECB Violations for Local Law 11 Cycle 5 or 6 (either No Report Filed(NRF) or Failure to Maintain Exterior Wall);
    - 3.9.7.4 ECB Violations for Work without Permit;
    - 3.9.7.5 ECB Violations for use contrary to Certificate of Occupancy;
    - 3.9.7.6 DOB Violations for Local Law 11 NRF; and
    - 3.9.7.7 Open Applications for Alterations Type 2 under Directive 14.
- 3.10 Constructability Review – Attend Constructability Comment Review Meetings and address all comments from either NYCHA or the CMA. Comments may be issued after this duration; however NYCHA may hold the comments until after the Executive Briefing. The A/E must receive NYCHA’s written Notice to Proceed prior to proceeding to the next design submission package.

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- 3.11 Construction Estimate – The A/E 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 A/E 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 Scope of Work Package. 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 A/E shall base cost estimates for asbestos related work on information provided by NYCHA and by observation of current conditions by Site visit(s). The A/E 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). The A/E shall work with the CMA and NYCHA and attend reconciliation meetings for each estimate. All Cost Estimates shall be submitted five work days after the submission of each Scope of Work Package’s design submission.
- 3.12 Budget – It shall be the A/E’s responsibility, with assistance from the CMA, to ensure that the Project design conforms to the approved budget during all phases of design. The Project budget will be established at the end of the Basis of Design Phase once the scope of work is finalized. If it appears that the construction cost limit may be exceeded, the A/E 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 the agreement. This information must be provided to NYCHA within five (5) business days of discovery. If the low bids of all qualified and responsible CCs are in excess of 110% of the Final Construction Cost Estimate, the A/E shall bring the total construction cost of the Project within the approved Final Construction Cost Estimate. At no additional cost to NYCHA, the A/E shall revise all or part of the Project that NYCHA, in conjunction with the A/E, may deem advisable.
- 3.13 Value Engineering Services – Attend and contribute to the CMA administered Value Engineering Sessions for each Design Package, and modify the Contract Documents accordingly. Value Engineering Services will occur for each Scope of Work Package following the Project estimate reconciliation of the Schematic Design Documents and Design Development Documents, or as required bringing the Project within budget.

## **4 Procurement Phase Services**

Procurement Services – Consult with NYCHA regarding the procurement strategy, and make recommendations for the packaging of Construction Contracts. The A/E shall assist NYCHA in conducting bid walk-through and conferences with prospective bidders, responding to procurement Requests for Clarifications (“**RFC**”) by interpreting the Contract Documents and the preparation and distribution of addenda.

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### **5      Construction Phase Services**

5.1      Commencement and Duration – The Construction Phase will commence with a NTP from NYCHA and will have a period of performance of 18 months.

5.2      General – Provide services during construction to ensure compliance of the approved Contract Documents with all applicable Federal, State and Local Laws, Code and Regulations having jurisdiction thereof.

Construction Progress Meetings/Site Visits – Attend field meetings that include, but may not be limited to, the construction kick-off (Pre-Construction) meeting, weekly job site meeting, and all meetings relating to the design such as pre-activity meetings prior to beginning a new phase of work. Sub-Consultants/discipline leads, as required by ongoing relevant work, are also required to participate in the relevant portions of such meetings. The A/E shall visit the Site with Sub-Consultants/discipline leads, as required by ongoing relevant work to review the quality of work and observe whether the work is proceeding in accordance with the Contract Documents. The A/E shall prepare and distribute field reports within **three (3) work days** of the meeting.

5.3      Construction Document Clarifications – Interpret and clarify all drawings and specifications, estimates, tests, reports, and schedules. Prepare clarifications, supplementary drawings, and responses to RFIs, as required for the execution of the general construction contract and all mechanical contracts. Any change to the specifications or drawings shall be provided by the A/E in an Addendum. These documents shall be reviewed and issued by NYCHA. Any change to the Contract Documents, either NYCHA requested or a Contract Document clarification/change, shall be issued as a Bulletin (“**Bulletin**”).

5.4      Submittals – 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 Q** (Submission Approval Stamp). The A/E shall return submissions with their comments, within **seven (7) work days** after receipt, to NYCHA for final approval.

5.5      Certificate of Occupancy – Prepare all required documents, including but not limited to, certificates, forms, applications, and sign-offs required to obtain a Certificate of Occupancy from the DOB and all other agencies having jurisdiction thereof.

5.6      CC Change Orders – NYCHA shall issue all change orders to construction contractors. NYCHA may, at its own discretion, request review by the A/E prior to the issuance of such change orders. In addition, while the CMA will prepare cost estimates for all changes, NYCHA requires that the A/E provide a second, independent cost estimate for changes in excess of \$250,000, or where the value of the change is greater than 10% of the total CC value.

### **6      Post-Construction Phase Services**

6.1      Construction Contract Closeout – Conduct final inspections of the completed Project with the CMA and NYCHA. The A/E shall develop the punch list and conduct inspections to verify punch list completion.

6.2      Substantial Completion – Determine with the CMA when the Project and the CC’s Scope of Work is substantially complete per Contract Documents with consultation from the CMA

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and NYCHA. In consultation with the CMA and NYCHA, the A/E shall, prior to issuing a Certificate of Substantial Completion, prepare a list of incomplete Scope of Work which does not conform to the requirements of the Contract Documents. The A/E shall issue a Certificate of Substantial Completion to the CMA and NYCHA, and the CMA and NYCHA shall communicate, coordinate, inspect, and approve the incomplete work with a final inspection by the A/E. The incomplete work list shall be attached to the Certificate of Substantial Completion.

- 6.3 **Final Completion** – Determine when the Project and the CC’s Scope of Work is finally completed per the Contract Documents with consultation from the CMA and NYCHA. The A/E shall issue a Certificate of Final Completion to the CMA. The CMA shall provide to NYCHA a written recommendation regarding payment to the CCs with copy of the Certificate of Final Completion.
- 6.4 **Conformed As-Built Drawings** – Prepare and provide NYCHA with a set of Conformed As-Built Drawings (“**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 CC and NYCHA during construction and/or observed by the A/E during Site visits. At least one As-Built Site visit is required upon completion of construction to verify all changes. When required, the A/E shall submit revised as-built drawings to DOB or any other agency having jurisdiction thereof for review and approval.

## **7 Deliverables**

- 7.1 **General Statement** – Deliverables shall include all documents indicated in this **Section II(7)**. All deliverables shall be submitted through the ePM system. The A/E shall submit **six (6)** hard copies of all documents and digitally on compact disk.
- 7.2 **Schedule**
- 7.3 **Basis of Design** – Provide Existing Conditions Report, Site Investigation, Optional evaluations, Executive Briefing and Meeting Minutes.
- 7.4 **Design Phase** – Provide: Schematic Design Documents with Outline Specifications, Design Development Documents with Specifications, 90% Completion of Contract Documents with Specifications, 100% Construction Documents with Specifications, Final Contract Documents with Final Specifications, Approved DOB and/or other Agency documents, Cost Estimates, and Meeting Minutes.
- 7.5 **Procurement Phase** – Provide: Addendums, revised Cost Estimates and Meeting Minutes.
- 7.6 **Construction Phase** – Provide: field inspection reports, bulletins, punch list and all other services required during construction.
- 7.7 **Post Construction** – Provide: field inspection reports, Sign-off letter(s) and Conformed As-Built Drawings.
- 7.8 **Drawing Format** – All drawings shall be submitted in DGN (Microstation) format Version 8. The A/E shall verify with NYCHA as to which version of Microstation. 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\_RefldctdClng.dgn, E001\_ElecSitePlan.dgn, S110\_ColumnGrid.dgn, etc. Refer to **Exhibit T**. Drawing names based on DOB’s “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

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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 A/E 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.

- 7.9 **Specification Format** – 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.”

### **8 Additional Services**

NYCHA may request the performance of related Additional Services (“**Additional Services**”) by the A/E throughout the Term of the awarded Agreement. The A/E shall promptly respond to additional request for services not contained in the contracted Scope of Services, which are not a cardinal change to the Scope of Services in the Agreement, and A/E shall provide a detailed proposed scope of services with personnel, equipment, costs, duration, multiplier, or as requested by NYCHA to complete the Scope of Services. The rates and associated costs cannot exceed those proposed in response to this RFP.

### **9 Allowances**

- 9.1 The A/E shall propose a Reimbursable Allowance figure in their Fee Proposal, subject to NYCHA approval, per **Section IV(8)**. The allowance shall include, but not be limited to the following Reimbursable Expenses (“**Reimbursable Expenses**”):
- 9.1.1 Site investigation, topographical survey, geotechnical investigations, utility location, mark-out services and any other investigations required.
  - 9.1.2 Specialty consultant services such as acoustical, historical, etc.
  - 9.1.3 Travel and lodging. (All travel and lodging costs must comply with the Federal Travel Regulation (“**FTR**”) in effect on the date(s) the travel is performed, unless provided otherwise in the Agreement. All Travel Expenses shall be in an amount no greater than the maximum per diem rates prescribed by the applicable FTR Per Diem Bulletins, available on the Internet at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).)
  - 9.1.4 Shipping and courier services.
  - 9.1.5 Reproduction, reporting, and other documents.

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<b>Table II – 1</b>		
<b>Design Milestones</b>		
<b>Milestone</b>	<b>Duration from NTP in Work Days</b>	<b>Other Durations</b>
<b>Design</b>		
1. Draft CPM Design Schedule	5	
1.a Comments from NYCHA	3	
2. Final CPM Design Schedule	2	
3. Basis of Design Report	50	
3.a Review Comments from NYCHA	55	
4. Schematic Design Documents	80	
4.a NYCHA Review	90	
5. Design Development Documents (50%)	110	
5.a NYCHA Review	120	
6. Construction Documents (90%)	140	
6.a NYCHA Review	150	
7. Construction Documents (100%)	160	
7.a NYCHA Review	170	
8. Bid Set	180	
Procurement, Construction and Post Construction	TBD	
<b>Other</b>		
Bi- Weekly (every two weeks) Update		3 work days prior to each bi-weekly meeting

**\*\*\* End of Section II \*\*\***

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**SECTION III: PROPOSAL INFORMATION**

**1    General**

The Proposer, by submitting its Proposal, acknowledges that it has reviewed this RFP and has become familiar with the general content of the Project, will abide by the terms as set forth in the “Sample Agreement”, understands the proposed Scope of Services as described herein, and understands all documents included in this RFP.

**2    RFP Timetable**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
Release Date of this RFP	Friday, November 14, 2014.		
Proposers’ Site Walk-Thru	Friday, November 21, 2014	10:00AM	Ocean Bay (Bayside) Community Center 57-10 Beach Channel Drive Far Rockaway, NY 11692
Proposers’ Conference	Monday, November 24, 2014	2:00PM	NYCHA Offices 250 Broadway, 12th Floor Board Room New York, NY 10007
Question Submission Deadline	Tuesday, November 25, 2014	2:00 PM	
NYCHA Releases Responses to Questions	Within 5 days		
Proposal Submittal Deadline	Wednesday, December 10, 2014	2:00 PM	
Anticipated Agreement Award	March 10, 2015		

Although Proposer attendance at the Proposers’ Conference is not required, it is strongly encouraged that all prospective Proposers attend the conference. NYCHA additionally recommends that prospective Proposers submit written questions to NYCHA’s RFP Coordinator via e-mail in advance of the Proposers’ Conference. Proposers will be permitted to ask questions at the Proposers’ Conference.

Any and all questions must be submitted in writing to NYCHA by the date and time listed in above table. 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. NYCHA will endeavor to provide all firms that received a copy of this RFP with the questions posed, along with NYCHA’s responses following the Proposers’ Conference.

Proposals must be received by NYCHA no later than the date and time listed in the above table (the “**Proposal Submission Deadline**”).

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### **3        Communications with NYCHA**

- 3.1        From the Release Date until the award by NYCHA of the Agreement to the Selected Proposer, 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.
- 3.2        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 by the due date specified in the RFP timetable. 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.
- 3.3        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 Scope of Services as described in **Section II** to this RFP, or because of any other misinformation or lack of information regarding the contents of this RFP (including Exhibits).
- 3.4        NYCHA reserves the right to revise the RFP documents at any time up to the Proposal Submission Deadline. Any such revision(s) shall be described in addenda to the RFP that shall be provided to all firms receiving the RFP documents. If NYCHA determines that the addenda may require significant changes to the Scope of Services, the deadline for submitting Proposals may be postponed by the number of days that NYCHA determines, in its sole discretion, will allow the Proposers sufficient time to revise their Proposal.

### **4        Modifications; Negotiations**

- 4.1        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. 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. The Proposer must acknowledge in its Proposal with the Acknowledgement of Addenda Form, see **Exhibit O** of this RFP, what addendum they received.
- 4.2        NYCHA reserves the right to communicate with any of the Proposers, but NYCHA is not

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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.

- 4.3 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 the Agreement to another Proposer or to solicit new Proposals. In furtherance of and not in limitation of the foregoing, before any final award is 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.

### **5 Withdrawal Of Proposal**

- 5.1 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.
- 5.2 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 pursuant to any applicable NYCHA Standard Procedures.

### **6 Postponement or Cancellation of this RFP; Rejection of Proposal**

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 an Agreement pursuant to this RFP if NYCHA shall deem it in its best interest to do so.

### **7 Cost 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.

### **8 Confidential Information**

- 8.1 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 (a) 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, prior to any such disclosure, a confidentiality agreement in which the recipient agrees to keep confidential and

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to not disclose any such confidential information to any other party (a “**Confidentiality Agreement**”), (b) use such information for any purpose other than to prepare a response to this RFP. Any such Confidentiality Agreement must contain appropriate protective provisions in the event of any breach or unauthorized disclosure of information thereunder. Further, such Confidentiality Agreement must name NYCHA as an intended third-party beneficiary with the right to enforce all remedies in an event of any such breach or unauthorized disclosures.

- 8.2 In the event of any disclosure of any of the confidential information other than in accordance with the terms and conditions of this RFP, NYCHA, in addition to any other remedies it may have at law or equity, shall have the remedies set forth in subsections 3 and 4 of Section Q of the NYCHA General Terms and Conditions (**Exhibit L**).
- 8.3 Documents submitted to NYCHA may be subject to disclosure under the New York State Freedom of Information Law (“**FOIL**”), N.Y. Pub. Off. Law §§ 85-90. It is the Proposer’s responsibility to designate those portions of its Proposal, if any, the Proposer claims should be exempt from disclosure under FOIL. To the extent the law permits, NYCHA will use reasonable efforts to hold the designated portions of the Proposal in confidence.
- 8.4 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 regulation of commercial enterprise that, if disclosed, would cause substantial injury to the competitive position of the Proposer.

### **9 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.

### **10 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.

### **11 Sub-Consultants**

Where the required Services cannot be provided by the Proposer’s in-house staff, the A/E 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 A/E 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 A/E shall pay the Sub-Consultants fees commensurate with the professional services rendered. It is understood that Sub-Consultants shall be retained by the A/E, and that the A/E alone is responsible for the performance of the Sub-Consultant and their compensation for services provided. The A/E 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 A/E shall stipulate in each and every sub-contract with Sub-Consultants that all services strictly comply with the requirements of the Agreement, and the A/E shall furnish NYCHA with copies of all sub-contracts upon request. All Sub-Consultants and/or sub-contractors are subject to NYCHA’s contracting requirements, including those governed by any Equal Employment

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Opportunity statutes, regulations or NYCHA policies.

## **12 Network Security**

NYCHA relies on its IT systems and infrastructure to meet its operational, financial, and informational obligations. Accordingly, NYCHA's IT systems, and the information and communications that are stored, processed, and presented on NYCHA systems, constitute vital NYCHA property that must be protected from misuse, and must be operated and maintained in a secure environment.

In connection therewith, in performing the Services, the A/E will be required to abide by and implement, as applicable, all of the requirements with respect to the protective provisions, non-disclosure requirements, and security measures pertaining to NYCHA's proprietary and confidential information (including, but not limited to, "PII" as defined in Section Q of the NYCHA General Terms and Conditions) that are described Section Q of the NYCHA General Terms and Conditions, as set forth in **Exhibit L** to this RFP.

Additionally, any other details and specifications for NYCHA's IT system and infrastructure, and the appropriate security procedures the A/E will follow in performing the Services, if applicable, will be made available to the A/E at the appropriate time during the ensuing engagement.

## **13 Minority, Women, and Small Business Enterprise ("M/W/SBE") Subcontracting Requirements**

Proposers are referred to Sections R and II of the NYCHA General Terms and Conditions, as set forth in **Exhibit B** to this RFP for applicable provisions addressing M/W/SBE outreach.

## **14 Implementation Of "Section 3" HUD Mandate**

- 14.1 The following, and **Exhibit D (Section 3 Clarifications)**, are provided to clarify **Exhibit C (Section 3 Hiring Plan)**, "Employment, Training and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968."
- 14.2 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.
- 14.3 The A/E and its sub-contractors 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 under the Agreement to be issued in connection with this RFP.
- 14.4 Section 3 employments also applies to the hiring of "**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:
  - 14.4.1 are 51% or more owned by Section 3 Residents;
  - 14.4.2 employ Section 3 Residents for at least 30% of their permanent, full-time workforce; or
  - 14.4.3 subcontract at least 25% of the total dollar amount of all subcontracts to the above-mentioned businesses.

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- 14.5 NYCHA’s first priority for hiring under Section 3 is for residents of its Developments. Proposers are required to submit a Section 3 Hiring Plan (“**Hiring Plan**”) for NYCHA’s review and approval. The Hiring Plan requires the Proposer to:
- 14.5.1 identify the number of positions by trade and skill level that will be targeted to be filled by Section 3 Residents; and
- 14.5.2 make a good faith effort to utilize Section 3 Residents in filling vacant training and employment positions.
- 14.6 NYCHA’s Resident Employment Services Department (“**RES**”) will assist the AE to meet Section 3 requirements by referring qualified and eligible Section 3 Residents.
- 14.7 A completed **Exhibit C, 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.**”

### **15    Anti-Corruption Notice**

All prospective Proposers should review the Anti-Corruption notice issued by the Office of the Inspector General for the New York City Housing Authority, a copy of which is attached hereto as **Exhibit U** and made a part of this RFP.

### **16    Proposal Submission Requirements**

- 16.1 Each Proposer is required to submit one signed original and five copies of its Technical Proposal and five 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.
- 16.2 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. Further, NYCHA shall have the right to request any documents or instruments including, but not limited to, corporate resolutions, incumbency certificates, or other forms of verification for purposes of confirming that the signatory thereon is duly authorized to execute such Proposal on behalf of the Proposer, and the Proposer shall promptly furnish such documents or instruments to NYCHA if so requested.
- 16.3 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: <b>Proposer’s Name</b>	TO: <b>New York City Housing Authority</b>
<b>Proposer’s Address</b>	<b>Capital Projects Division</b>
	<b>Attn: JJ Suarez, Jr</b>
	<b>AE RFP Coordinator</b>
	<b>250 Broadway, 11<sup>th</sup> Floor</b>
	<b>New York, New York 10007</b>

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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 3:00 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.

- 16.4 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."

### **17 Proposal Content Requirements**

#### **17.1 Proposals 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. The Technical Proposal is restricted to 11 pages. Each section of the Technical Proposal is limited to the number of pages as indicated. The required Exhibits are not included in the pages restrictions.

17.1.1 A table of contents.

17.1.2 Firm Summary (one page): An introductory cover letter providing an overview of the services that the Proposer offers.

17.1.3 Corporate Structure (one page): Provide a brief description of no more than one page detailing 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 the Scope of Services. 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.

17.1.4 Understanding of the Project (two pages) – The Proposal shall include a narrative detailing the Proposer's understanding of the Project and the proposed Scope of Services; the Proposer shall be expected to discuss the Project with NYCHA. The Proposal shall include a detailed description of the Proposer's understanding of the complexity, challenges and problems involved in performing that work, their approaches and philosophy for dealing with problems, their experience dealing with key issues and any additional issues or matters relating to the Scope of Services which the Proposer believes should be addressed.

17.1.5 Proposed Technical Approach (two pages) – The Proposal shall include a

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description of the Proposer's management and organizational approach. This should include the proposed effort for completing the Scope of Services on schedule and the methods the Proposer would use to coordinate its Scope of Services with other Consultants and Sub-consultants whose work must interface or connect with Scope of Services performed by the Proposer.

- 17.1.6 Experience / Qualifications of the Firm (two pages) – If the Proposer is comprised of more than one firm, the firm shall list the major Sub-Consultants and describe the qualifications of each. At a minimum, the Proposal must include a list of the firm's projects of similar magnitude, scope and complexity and it must demonstrate that the firm and its Sub-Consultants have experience managing construction in occupied buildings. The list of similar projects should indicate date of completion, construction cost, project construction manager, key staff and client reference.
- 17.1.7 Key Personnel and Staffing (one page, excluding resumes, which shall be included in the Appendix Section of the Technical Proposal) – The Proposal must include the proposed staff to be assigned to this Project along with a list of their relevant credentials and experience.
- 17.1.8 Sub-Consultants (one page) – In the event that the Proposer intends to engage a Sub-Consultant to provide a portion of the required Services, the Proposer must identify 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. 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 ensure that the Sub-consultant (a) has a record of business integrity, free of any significant legal penalties or judgments for the last five years, and (b) has a record of successful compliance with all applicable regulatory requirements.
- 17.1.9 Business references (one page): Five business references, a maximum of two can be from NYCHA, with contact information (*i.e.*, company name, address, short description of the nature of reference, contact name and telephone number).
- 17.1.10 Proposal Attachment A: An organizational chart of Key Personnel and Sub-Consultants.
- 17.1.11 Proposal Attachment B - 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 prime entity and will not award the Agreement to a Proposer based upon a Proposal wherein one Proposer is "in association with" or in joint ventures with another firm. Proposals indicating a relationship between two or more firms will only be considered and evaluated if one 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 entities.

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- 17.1.12 Proposal Attachment C – A Completed **Exhibit F** (Identification of Key Personnel and Sub-Consultants) to identify all “**Key Personnel**” and Sub-consultants to list the names and titles of Key Personnel required for the Agreement. All Key Personnel and Staffing proposed shall remain on the Project through the completion of the Project unless NYCHA approves via modification to the Agreement an acceptable substitution with exact licensing/certification credentials and similar education and experience. Utilize Part B of **Exhibit F** (Identification of Key Personnel and Sub-Consultants) to identify by name the Sub-consultants the Proposer intends to use for performing the Services
- 17.1.13 Proposal Attachment D: The Proposal shall include detailed résumés for all key personnel, both from the Proposer and the Sub-consultants and shall include, by position, a description of the work to be performed and the percentage of time that key personnel and other staff will be dedicated to the Project. Each resume shall be no more than one page. Key personnel identified in the Proposal will be expected to remain assigned to the Project for the Term of the Agreement. Requests for a change in key personnel assignments during the Term of the Agreement must be approved in advance by NYCHA. NYCHA may request a change in personnel at any point in the Project without justification. The Selected Proposer shall provide resumes for replacement personnel and provide replacement immediately.
- 17.1.14 Proposal Attachment E: The Proposer’s **reviewed or audited** financial statements for its most recent two fiscal years, 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:
- 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.
- 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.
- 17.1.15 Proposal Attachment F: A completed Doing Business Data Form (“**DBDF**”), attached hereto as **Exhibit H**. Pursuant to Local Law 34 of 2007, amending New York City’s (“**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 the Local Law. In order for the City to obtain necessary information to establish the required database, Proposers

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responding to this RFP should complete one (1) DBDF and return it with their Proposal, and should do so in a separate envelope. 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) days from the date of mailing or upon delivery, if delivered. To assist Proposers in completing the DBDF, **Exhibit H** also includes the Questions and Answers about the Doing Business Data Form.

- 17.1.16 Proposal Attachment G: A completed **Exhibit I**, Statement of Understanding.
- 17.1.17 Proposal Attachment H: A completed and notarized **Exhibit J**, Non-Collusive Bidding Certification.
- 17.1.18 Proposal Attachment I: A completed **Exhibit N**, Bid/Proposal Face Sheet.
- 17.1.19 Proposal Attachment J: A completed **Exhibit E**, 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>. 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 THE AGREEMENT.

- 17.1.20 Proposal Attachment K: A completed **Exhibit O**, Acknowledgement of Addenda.
- 17.1.21 Proposal Attachment L: A completed Contact Sheet, **Exhibit G**.
- 17.1.22 Proposal Attachment M: Documentation that demonstrates the Proposer's ability to satisfy the "**Minimum Qualifications**" as defined in **Section V(1)** of this RFP.
- 17.1.23 Proposal Attachment N: A summary of any non-financial resources the Proposer may require from NYCHA during the Term of the Agreement, if any.
- 17.1.24 The Proposer may attach additional attachments (i.e. schedules, sketches, plans, etc.) as necessary and related to the project to support their Proposal. Brochures and additional company literature shall not be included.
- 17.1.25 In a **separately sealed envelope**, labeled on the outside with the Proposer's name and heading "**SECTION 3 HIRING PLAN**" a completed **Exhibit C**, Section 3 Hiring Plan.

### **17.2 Proposal Part II: Fee Proposal**

- 17.2.1 Completed **Exhibit A** (the "**Fee Proposal Sheet**").

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17.2.2 The Fee Proposal must be placed in separately sealed envelope labeled on the outside with the Proposer's name and heading, "**FEE PROPOSAL.**"

17.2.3 As NYCHA has a tax-exempt status, all fees/rates quoted must be net of all taxes.

17.2.4 The Proposer shall propose a Lump Sum Fee Proposal to NYCHA that includes the full scope of professional services outlined in Section II.

17.2.5 Allowances – All Proposers shall include a reimbursable allowance.

17.2.6 The Fee Proposal shall remain in effect for **180-calendar days** from the date of the submission deadline.

17.2.7 In addition, the Proposer shall report what percentage of their fee, if any, is designated for MWSBE Sub-Consultants.

### 17.3 **Proposal Part III: Exceptions to the Terms of This RFP:**

The Proposer must clearly identify and explain in this part of its Proposal, under a heading entitled "Exceptions," any exception that it may take to any of the terms and conditions of this RFP, including the NYCHA General Terms and Conditions. If the Proposer does not have any exceptions, the Proposer must affirmatively state as such.

## **18 Agreement Award**

The Agreement resulting from this RFP, if any, shall be awarded to the highest-rated responsive and responsible firm providing the best overall value to NYCHA based on the evaluation factors as set forth in this RFP and the fee proposals. Nothing contained herein shall obligate NYCHA to award an Agreement. Any Agreement award is subject to compliance with all provisions of Federal, State and local laws and executive orders requiring affirmative action and equal employment opportunity. Prior to the award of any Agreement NYCHA may at its own discretion, interview the most qualified Proposer(s). The Agreement, which will be in the general format of the sample agreement attached hereto as **Exhibit H** (the "**Sample Agreement**"), will encompass (1) the terms and conditions of the Sample Agreement, subject to **Section V(4)** below, (2) this RFP and the exhibits hereto that are incorporated by reference into the Agreement (which, in all cases, will include (i) the NYCHA General Terms and Conditions as set forth in **Exhibit L** to this RFP, and (ii) excerpts from NYCHA's January 28, 2014, "Sub recipient Agreement" with the City of New York as set forth in **Exhibit U** to this RFP, as each may be modified or amended, respectively, prior to Agreement award), and (3) the Selected Proposer's Proposal and all subsequent modifications thereto.

Proposers are advised that the Agreement will be funded by Community Development Block Grant Disaster Relief funds ("**CDBG-DR Funds**"). As such, all applicable and required provisions set forth within the aforementioned Sub recipient Agreement shall apply to the A/E's and A/E Sub Consultants' performance of the Services. Such provisions are set forth in **Exhibit U** to this RFP. In the event of any conflict between **Exhibit U** and any other term of the Agreement, the term set forth in **Exhibit U** shall prevail. Proposers are further advised that the agreement will be posted on the NYC Recovery website (<http://www.nyc.gov/html/recovery/html/jobs/jobs.shtml>).

NYCHA, with respect to the Sample Agreement (**Exhibit H**), reserves the right, at its discretion, to correct, modify, or otherwise change any term or condition that is set forth therein, in any manner in which NYCHA deems appropriate, and at any time up until the Agreement is duly executed by each of NYCHA and the Selected Proposer (after such execution, the Agreement may only be amended or supplemented in accordance with its express terms and conditions).

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### **19    NYCHA Resources Drawings, Documents Available**

NYCHA's office located at 90 Church Street, New York, N.Y. 10007 may provide access to the Proposers 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 Proposer and **is for informational purposes only**.

The Proposer may be provided assistance to access the NYCHA archive data files and may 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 Proposer. In addition, NYCHA may provide the Proposer 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.

The Proposer must indicate in its Proposal any resources that the Proposer believes it will need from NYCHA in order to implement the Agreement. 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.

### **20    Frequently Asked Questions**

In June 2011, NYCHA held a proposers' conference in connection with a separate procurement by NYCHA for architectural and engineering services. While these services were for design services, the Proposers may have similar questions under this Scope of Services. Attached hereto as **Exhibit K** (Frequently Asked Questions) 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. In the event of a conflict between the text of this RFP and **Exhibit K**, the text of this RFP shall prevail.

**\*\*\* End of Section III \*\***

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**SECTION IV: PROVISIONS FOR PAYMENT**

**1    Terms And Conditions**

The terms and conditions applicable to payment by NYCHA to the A/E in connection with the Agreement are set forth within this **Section IV** and the A/E’s Agreement with NYCHA. The fees described below will derive from the Lump Sum Fee Proposal submitted by the Proposer pursuant to this RFP. Information regarding the Lump Sum Fee Proposal to be submitted by the Proposer is set forth in **Section III** of this RFP.

**2    Payment Schedule for Services**

The A/E shall provide a Lump Sum Fee (the “**Lump Sum Fee**”) in their proposal (the “**Proposal**”) based on the Scope of Services described in **Section II** of the RFP. The Consultant’s base fee will be awarded on a Lump Sum basis. Payment for satisfactory completion of Services under this Payment Schedule shall be made based on NYCHA’s approved percent complete of the deliverables in each Phase. The A/E shall also be reimbursed directly for certain items falling within the requested allowances, as specified in **Section II(9)** (Allowances).

Monthly payments can be invoiced to reflect percent of phase completion Payment

**Schedule:**

<b>Phase</b>	<b>Percentage of Fee</b>
Basis of Design	20%
Schematic Design	20%
Construction/Bid Documents	30%
Procurement	5%
Construction	20%
Post Construction	5%

**Payment Contingent on Satisfactory Progress:**

NYCHA will endeavor to make payments for Scope of Services and Additional Services, if applicable, rendered by the A/E within approximately 30 calendar days after NYCHA’s approval of the A/E’s invoice, and on forms acceptable to NYCHA. Billing will be once per month or as requested by NYCHA, for Services rendered. 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.

**3    Retainage and Final Payment**

NYCHA shall retain five percent (5%) of the amount due out of each payment made to the AE under the Agreement. Such retainage shall be released by NYCHA upon: NYCHA’s receipt of the “General Release” (when applicable); and upon completion by the A/E of 100% of all the terms and conditions of the Agreement; which shall be included with the Final Payment (“**Final Payment**”) or paid as the Final Payment. The Final Payment of the Agreement will include the general release of all retainage from previous payments of the subject Agreement.

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### **4      Payment for Additional Services**

For A/E's Additional Services, where requested by NYCHA, compensation shall be an agreed upon Not to Exceed Price based on the hourly rates (including the multiplier and full burden) and personnel delineated in **Exhibit F** to this RFP (Hourly Rate), which shall be payable pursuant to a Change Order to the Agreement and only after the Additional Services have been authorized in writing by NYCHA and completed by the A/E. If rates and personnel are not delineated in Exhibit F, then the agreed upon a Not to Exceed Fee shall be based on the following:

- 4.1      Principal's time at a fixed rate, not to exceed \$225.00 per hour; or
- 4.2      Technical employees (clerical excluded) at a multiplier not-to-exceed 2.5 times the employees' direct hourly wage (exclusive of any benefit add-ons).
- 4.3      NYCHA shall not pay fees for A/E personnel billing in excess of 40 hours per week unless NYCHA previously approved such work in writing or proposed in the A/E's Proposal and agreed to in the Agreement.

### **5      Form of Invoice**

- 5.1      The A/E shall submit all bills in triplicate on forms acceptable to NYCHA, to the individual indicated in the Agreement, which shall be signed by a Principal of the A/E.
- 5.2      A/E invoices shall be itemized and include the Agreement number, NYCHA project ID 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 in connection with such invoice. Billing for sub-consultant services shall be itemized and referenced per the respective payment schedules and phases, when applicable.

### **6      Certification**

- 6.1      The A/E 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 Agreement with NYCHA.
- 6.2      Each and every invoice submitted for payment shall include the following statement, which shall be signed by a Principal of the A/E: *"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."*

### **7      Reimbursable Expenses Against Allowances**

- 7.1      Reimbursable Expenses are not chargeable against the Lump Sum Fee; they shall be charged against the Allowance Fee when detailed back-up is provided.
- 7.2      The total Reimbursable Expenses shall not exceed 10% of the Lump Sum Fee, unless authorized by NYCHA in writing in a Change Order to the Agreement.
- 7.3      Reimbursable Expenses are those actual expenses incurred by the A/E, its associates, and technical personnel that are:
  - 7.3.1      Actual, necessary and reasonable expenses for travel, provided that prior written authorization for such travel is given by NYCHA (Note: Local travel within a 30 mile radius of the City of New York is excluded);

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- 7.3.2 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;
- 7.3.3 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 NYCHA channels); provided that prior written authorization for such expense is given by NYCHA;
- 7.3.4 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
- 7.3.5 If the testing is performed by the A/E as Additional Services and not as required by the base Scope of Services, costs associated with the implementation of additional testing, including Sub-consultant cost, shall be billed as a Reimbursable Expense. The A/E shall solicit a minimum of three (3) written Proposals on all testing. Such testing shall be reimbursed at cost to the A/E plus 10% for the A/E’s overhead costs.
- 7.4 NYCHA is exempt from paying sales and use taxes, and most governmental fees; therefore, most fees are waived for securing governmental approvals. The A/E must obtain NYCHA’s written approval before expending funds for fees to any governmental agencies.
- 7.5 No claim for compensation for materials, tools, or equipment under the provisions of item (7.3.3) immediately above shall be valid unless the A/E 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 A/E shall not incur costs in excess of such estimated maximum costs unless a revised higher amount has been approved by NYCHA. 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 A/E for each item including, but not limited to, appropriate back-up documentation, i.e., paid bills, cancelled checks and receipts. The A/E’s invoices for reimbursements shall not include add-ons for the AE’s overhead and profit.
- 7.6 Any single Reimbursable Expense line item that is \$500.00 or cumulatively greater than \$1,000.00 shall be approved by NYCHA prior to the purchase.

**\*\*\* End of Section IV \*\*\***

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## **SECTION V: CRITERIA FOR NYCHA EVALUATION OF PROPOSALS**

### **1    Minimum Qualifications Requirements**

NYCHA will consider only those Proposers that are able to meet the following Minimum Qualifications.

- 1.1    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.
- 1.2    The Proposer must meet the financial criteria for liquidity and equity described in **Section III (17.1.14)** for “Financial Statements.”
- 1.3    The Proposer must provide visual materials of past work relevant to this RFP.
- 1.4    The Proposer must have a minimum of five (5) years of experience previous to the RFP Release Date as an ongoing concern.
- 1.5    The Proposer has successfully completed designs for a minimum of two (2) projects for the City of New York or New York State agencies with a construction value greater than \$10 million.
- 1.6    The Proposer has successfully completed designs for a minimum of two (2) projects for the City of New York or New York State agencies requiring compliance with the Wicks Law.
- 1.7    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. At least one (1) client, other than NYCHA, that is a City of New York or New York State agency is encouraged in the submission as a client reference. The description must present the objectives of the project, the methodologies used and the project outcomes.
- 1.8    The Proposer must have a record of business integrity, free of any significant legal penalties or judgments for the five (5) years prior to the RFP Release Date, and a record of successful compliance with all applicable regulatory requirements.

### **2    Evaluation Criteria**

Proposals will be evaluated by a committee (the “**Evaluation Committee**”). Proposals will be evaluated in accordance with the evaluation process (“**Evaluation Process**”) set forth below and 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.

#### 2.1    Evaluation Process

- 2.1.1    The Proposer shall submit their Technical Proposal and Fee Proposal (**Exhibit A**) in separate envelopes. The Fee Proposal shall be submitted in a sealed envelope and labeled “Fee Proposal”.
- 2.1.2    The Technical Proposals will be evaluated based upon the Technical Proposal Evaluation Criteria detailed in paragraphs 2.2.1 through 2.2.5 below.
- 2.1.3    If there is no clear cut Proposer, or if it is determined that it is necessary for other reasons, NYCHA will request interviews with two or more Proposers. Separate

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scoring will be done following the interviews. However, NYCHA reserves the right to make an award determination without conducting interviews.

- 2.1.4 When the scoring process is complete, the Fee Proposals will be reviewed, and the ranking of firms will be re-evaluated based on the Fee Proposals to select a Proposer providing the best overall value to NYCHA. NYCHA reserves the right to proceed to fee negotiations with the most highly technically qualified firm without conducting interviews to further discuss the technical proposals. However, if there is less than a two percent difference in technical scores between the top scoring Proposers, or if it is determined by NYCHA in its sole discretion that it is necessary or prudent for other reasons, NYCHA will request interviews with two or more Proposers prior to opening Fee Proposals. Technical scores for the interviewed Proposers will be reevaluated based on the Technical Proposal Evaluation Criteria following the interviews to determine if the scoring and ranking of the Proposers has changed.

**2.2    Technical and Fee Scoring Method**

NYCHA will evaluate the Proposals and any subsequent interviews, based upon the following categories:

<b>ITEM</b>	<b>PAR.</b>	<b>SCORE TYPE</b>	<b>POINTS</b>
A	2.2.1	Staffing Plan	25
B	2.2.2	Experience/References	25
C	2.2.3	Methodology	20
D	2.2.4	Design Quality Control & Assurance	20
E	2.2.5	Section 3 Hiring Plan	10
<b>TOTAL POSSIBLE RATING</b>			<b>100</b>

**2.2.1    Staffing Plan (Points – 25)**

- 2.2.1.1 The Proposer has addressed the requested items in this RFP.
- 2.2.1.2 Experience and capabilities of staff detailed in résumés as it would pertain to the Project.
- 2.2.1.3 Proposed personnel have previously been assigned to projects of comparable scope, magnitude, and complexity to those detailed in this RFP as it would pertain to the Project.
- 2.2.1.4 Proposed personnel have previously been assigned to New York City and New York State agency projects as it would pertain to the Project.
- 2.2.1.5 Proposed personnel have previously been assigned to projects in New York City as it pertains to their role on the Project.

**2.2.2    Experience/References (Points – 25)**

- 2.2.2.1 Firm’s demonstrated past experience on projects completed within the 10 years prior to the RFP Release Date in projects of a similar nature.
- 2.2.2.2 Firm’s demonstrated past experience on projects completed within the 10 years prior to the RFP Release Date in NYC or New York State, particularly projects where Wicks Law compliance was required.
- 2.2.2.3 Firm’s demonstrated past experience on projects completed for NYCHA

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or other Public Agencies.

### 2.2.3 Methodology (Points – 20)

- 2.2.3.1 Overall methodology demonstrates a complete understanding of the intent and the Scope of Services, as well as a clear and comprehensive approach to successfully managing the Agreement.
- 2.2.3.2 Demonstration of ability to successfully perform all required functions necessary to manage a project from inception through completion as it would pertain to the Project.
- 2.2.3.3 Demonstration of knowledge and experience to the investigation of existing conditions, recommendations for cost affective and quality solutions, delivery of design.
- 2.2.3.4 Demonstration of a record of successful interactions with labor relations organizations, elected officials and community and resident organizations as it would pertain to this program.
- 2.2.3.5 The clarity of the statement of work that describes the Proposer's understanding of the Project as described in this RFP.
- 2.2.3.6 The clarity and overall technical approach that the Proposer outlines the understanding of the Work and Scope of Services, including, but not limited to: complexities with performing the Services; approaches and philosophy for dealing with anticipated Project challenges; past similar experience dealing with key issues/ problems; and any additional issues or matters associated with this type of Project, which the Proposer believes should be addressed; and the ability to value engineer the design throughout the design process.

### 2.2.4 Design Quality Control & Assurance (Points – 20)

- 2.2.4.1 Demonstration of ability to successfully perform all required functions necessary to manage a project from inception through completion.
- 2.2.4.2 The methodology for quality control and assurance of Contract Documents that demonstrates a clear and sound approach to ensuring Contract Documents are submitted to a standard of care and the level generally accepted by the design industry.
- 2.2.4.3 Demonstration of the quality control program applied to previous project, detailing successes and lessoned learned that are proposed as an approach in this Proposal.

### 2.2.5 Section 3 Participation and Approach (Points – 10)

- 2.2.5.1 The submission of a Section 3 Hiring Plan is a requirement of this RFP.
- 2.2.5.2 Each Proposer is encouraged to evaluate current staffing needs and propose Section 3 Hires.

- 2.3 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).

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- 2.4     The integrity/“responsibility” of Proposers will also be evaluated as an Agreement will only be awarded to a “responsible” Proposer.

### **3     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(17.3)** 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.

### **4     Award of Agreement**

- 4.1     Upon completion of the evaluation of Proposals, NYCHA will engage in preliminary negotiations with the highest-ranked Proposer. NYCHA reserves the right to request that the Proposer revise their proposed pricing through the submission of Best and Final Offers prior to potential Agreement award.
- 4.2     Before expiration of the 180-calendar day period referred to in **Section III(4.2)** above, NYCHA will advise the Selected Proposer that they have been selected as the prospective A/E. Agreement award shall be subject to the timely completion of Agreement negotiations by and between NYCHA and the Selected Proposer.
- 4.3     Within 10 calendar days after the prospective A/E receives notification of its selection, it must procure insurance meeting all the requirements of the NYCHA General Terms and Conditions, set forth in **Exhibit L**, hereto, and must provide proof of such insurance to NYCHA.
- 4.4     The prospective A/E must execute its Agreement with NYCHA within a reasonable time period, not to exceed 20 business days, following NYCHA’s notification to the prospective A/E that it has been selected. If the prospective A/E does not enter into the Agreement within such time period, NYCHA may disqualify such prospective A/E and select another Proposer for the award of the Agreement.
- 4.5     Selection of the A/E is subject to review and rejection by NYCHA’s Department of Equal Opportunity.
- 4.6     NYCHA specifically reserves the right to award the Agreement to a Proposer other than the Proposer presenting the lowest price.
- 4.7     The AE must at all times have in effect any required insurance policies, certifications, licenses and permits necessary to perform the Services required under the Agreement. Failure to do so shall be deemed a breach of the Agreement.
- 4.8     NYCHA, in its sole discretion, may contract for all or selected parts of the Proposer’s Proposed Scope of Services selecting from the Scope of Services sought hereunder, without affecting the itemized pricing.

**\*\*\* End of Section V \*\*\***

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**EXHIBIT A: FEE PROPOSAL SHEET**

**(To be submitted in a separately sealed and marked envelope)**

(See Attached CD)

**\*\*\* *End of Exhibit A* \*\*\***

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**EXHIBIT B: SAMPLE AGREEMENT**

(See attached CD)

**\*\*\**End of Exhibit B*\*\*\***

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**EXHIBIT C: 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 D, 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 D, 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?

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\_\_\_\_\_  
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 D, Section B (1)**, attached hereto, and satisfies one (1) of the categories of Section 3 Business Concerns as defined in **Exhibit D, 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

**D.** 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 sub-contractor and/or sub-consultant engaged under the Agreement. Outline your anticipated sub-contractor and/or sub-consultant needs in performing the Agreement below. Attach additional sheets if necessary.

**Projected Number of Sub-contractor s and/or Sub-consultants**

<b>Type of Work Subcontracted or Sub-consulted</b>	<b>\$ Value of Subcontracts</b>

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

Type of Work Subcontracted or Sub-consulted	\$ Value of Subcontracts

***Section 3 Business Concern Summary***

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

What actions will your company take to publicize opportunities for sub-contractors and/or sub-consultants?

◆ 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 sub-contractors and/or sub-consultants?

\_\_\_\_\_

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**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 Exhibit C* \*\*\***

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## **EXHIBIT D: 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

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- 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.

**\*\*\* End of Exhibit D \*\*\***

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**EXHIBIT E: 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, 9<sup>th</sup> 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: \_\_\_\_\_

**\*\*\* End of Exhibit E \*\*\***

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**EXHIBIT F: IDENTIFICATION OF KEY PERSONNEL & SUB-CONSULTANTS/HOURLY RATES**

**A) Identification of Key Personnel**

As set forth in **Section III(17.1.12)** 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 A/E, the Proposal information provided by the Proposer on this form will be included in the A/E's Agreement. All lead proposed personnel shall remain on the Project through the completion of the Project unless NYCHA approves via modification to the Agreement an acceptable substitution with exact licensing/certification credentials and similar education and experience.

**Architectural Personnel**

<b>Title</b>	<b>Name</b>	<b>Number of Years' Experience</b>	<b>Professional License or Certification #</b>
Principal	_____	_____	_____
Project Architect	_____	_____	_____
Project Manager	_____	_____	_____

**Engineering Personnel**

<b>Title</b>	<b>Name</b>	<b>Number of Years' Experience</b>	<b>Professional License or Certification #</b>
Principal	_____	_____	_____
Project Engineer	_____	_____	_____
Project Manager	_____	_____	_____
Senior Structural Designer	_____	_____	_____
Senior Electrical Designer	_____	_____	_____
Senior Plumber Designer	_____	_____	_____
Senior HVAC Designer	_____	_____	_____
Senior Civil Designer	_____	_____	_____
Senior Environmental Designer	_____	_____	_____

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**B) Identification of Sub-Consultants**

As set forth in **Section III (17.1.8)** 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: \_\_\_\_\_

Civil Design: \_\_\_\_\_

Environmental 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: \_\_\_\_\_

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<b>Title</b>	<b>(a) Hourly Actual Rate</b>	<b>(b) Multiplier</b>	<b>(a) x (b) Total Amount</b>
<b><u>Architectural Design</u></b>			
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:** Proposer shall not leave any blanks

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

**NOTE:** Proposer shall not leave any blanks.

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<b>Title</b>	<b>(a) Hourly Actual Rate</b>	<b>(b) Multiplier</b>	<b>(a) x (b) Total Amount</b>
<b><u>Professional Specialties Services</u></b>			
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:** Proposer shall not leave any blanks.

**\*\*\* End of Exhibit F\*\*\***

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*Request for Proposals for Architectural and Engineering Services for*

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**EXHIBIT G: 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 Exhibit G \*\*\***

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**EXHIBIT H: DOING BUSINESS DATA FORM**

**(To be submitted in a separately sealed and marked envelope)**

(See Attached CD)

**\*\*\**End of Exhibit H*\*\*\***

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**EXHIBIT I: 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 Services 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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

**\*\*\* End of Exhibit I \*\*\***

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**EXHIBIT J: NON-COLLUSIVE BIDDING CERTIFICATION  
(Must be placed with Proposal)**

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**NON-COLLUSIVE BIDDING CERTIFICATION**

*(Required by Section 151(5) of the New York State Public Housing Law)*

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (i) the prices in this 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;
- (ii) unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
- (iii) no attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

**A PROPOSAL SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE (i), (ii), (iii) ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE PROPOSER CANNOT MAKE THE FOREGOING CERTIFICATION, THE PROPOSER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

**Name of Proposer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Subscribed to under penalty of perjury under the laws of the State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as the act and deed of said corporation or partnership.

\_\_\_\_\_  
**NOTARY PUBLIC OR  
COMMISSIONER OF DEEDS**

**\*\*\* End of Exhibit J \*\*\***

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### **EXHIBIT K: FREQUENTLY ASKED QUESTIONS**

#### **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 sub-contractors have already been identified and they are Section 3 Business Concerns (as defined in the solicitation), the proposed subcontract amount should be indicated. If sub-contractors 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.
- 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;

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- 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 sub-contractors. Consultants are expected to present meaningful levels of MWSBE firms as sub-contractors, 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 sub-contractor 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

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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](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, 27<sup>th</sup> Floor  
New York, NY 10007  
Phone: 212-306-4646  
Email: [business.opportunity@nycha.nyc.gov](mailto:business.opportunity@nycha.nyc.gov)

### **PROCUREMENT:**

- Q10:** Are sub-consultants required to submit Vendex submissions?
- A10:** For sub-consultants, a Vendex submission to Mayor's Office of Contracts is required prior to commencing work with NYCHA. For sub-consultants, 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 sub-consultants 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 sub-consultants.
- 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.

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### **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](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.

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### **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 IV, 3 - 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.

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- 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.

**\*\*\*End of Exhibit K\*\*\***

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**EXHIBIT L: NYCHA GENERAL TERMS AND CONDITIONS**

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## **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

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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; WARRANTY OF REQUIRED APPROVALS**

- (1) 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.
- (2) The Consultant represents and warrants to NYCHA; that (a) it has obtained any and all permits, registrations, licenses, and any other third party consents and approvals that are necessary for the Consultant to perform the Services (collectively, "**Approvals**") and all such Approvals are currently in full force and effect and shall be in full force and effect for as long as the Consultant has any obligation to perform the Services; and (b) the Consultant's performance of the Services and/or the creation and delivery of any product in connection therewith will not infringe upon, violate, or breach any law, regulation, third party rights (including, without limitation, any third party intellectual property or proprietary rights) or any third party agreement.

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### **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, or resident commissioner, shall be permitted by the Consultant to share in any part of the Agreement or any benefit that may arise from the Agreement, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

### **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 the types and amounts specified in **Attachment 1** hereto.
- (3) Within 15 days after the Consultant receives a request from NYCHA or its designee for evidence of such insurance, and before commencing Services, the Consultant's New York State licensed insurance broker(s) shall register with NYCHA and shall enter all indicated insurance coverage information into NYCHA's designated web based portal. The broker(s) shall warrant that the information entered is accurate, complete and compliant with the applicable NYCHA requirements. The Consultant's licensed broker(s) shall disclose all large deductibles, self insured retentions, material exclusions, multiple line policy aggregates and any other provisions that materially limit, reduce or aggregate

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coverage. All insurance policies providing coverage to NYCHA, its members, employees, agents, investors, partners and/or representatives under this Agreement shall be primary to any other insurance policies providing coverage to these entities.

- (4) The Consultant shall provide a list of all subconsultants and subcontractors and shall provide proof of coverage for each subconsultant and subcontractor to the Consultant's licensed New York State broker(s) for review and confirmation of compliance with NYCHA's insurance and risk management requirements. The Consultant shall maintain a current list of its subconsultants and subcontractors under the Agreement and proof of insurance coverage for these subconsultants and subcontractors. Such proof should be submitted within two business days after request to an authorized NYCHA representative. The Consultant, solely, shall be responsible to confirm that its subconsultants and subcontractors secure and maintain compliant coverage for the duration of the Agreement and for any additional period stipulated by NYCHA.
- (5) Failure to maintain required insurance coverage, for the duration of the Agreement and any extension thereof, shall be deemed a breach of the Agreement. Upon determination of a breach of this Agreement, NYCHA may, at its sole discretion, discontinue payment under the subject Agreement or any other Agreement with the Consultant. NYCHA will require the Consultant to remedy any non-compliant gap in coverage for this Agreement at the sole expense of the Consultant. NYCHA may further require the Consultant to provide an irrevocable letter of credit, drawn on a federally-chartered bank, acceptable to NYCHA in the amount of the ultimate projected loss and loss expense not covered due to any gap, inadequacy or interruption in insurance coverage.
- (6) All policies of insurance must be written on an occurrence basis, except for 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 profitability rating of at least "A" (Excellent) and a financial size class of "VII," as indicated by the most recent A.M. Best publication. All policies (except for Professional Liability and Statutory Workers' Compensation) must be endorsed:
  - (a) to name NYCHA as an additional insured;
  - (b) to provide for separation of insureds and rights of cross-claim; and
  - (c) to warrant that such insurance as afforded by the policy shall not be cancelled, non-renewed, or have coverage materially reduced or restricted, without at least 30 calendar days' advanced written notice to NYCHA. Written notification may be express mailed to NYCHA at:

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

or e-mailed to:

[NoticeofCancellation@nycha.nyc.gov](mailto:NoticeofCancellation@nycha.nyc.gov)

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**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.

- (7) Prior to the commencement of Services under this Agreement, the Consultant shall secure from all its subcontractors or subconsultants proof of compliant insurance. The Consultant shall provide to NYCHA or their designated representative, on demand, satisfactory certificates of insurance, and/or certified copies of the insurance policies, evidencing that such insurance is in effect. If requested, certified copies of insurance policies must be sent to:

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

When required, Certificates of Insurance should be issued showing the certificate holder as the above.

- (8) 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, to the fullest extent permitted by law, 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.

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- (2) The Consultant agrees to defend, indemnify and hold harmless, to the fullest extent permitted by law, 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 defend, indemnify and hold harmless, to the fullest extent permitted by law, NYCHA, its Members, officers, employees, agents, representatives, all others for whom NYCHA is obligated by contract to defend, indemnify and hold harmless in connection with the Agreement, 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 incurred by NYCHA in enforcing this indemnification, and all reasonable sums charged to associated litigation, which may be incurred as a result of (a) a breach by the Consultant of any of the terms and conditions of the Agreement including, but not limited to, the failure of the Consultant to perform any of the Services, or (b) NYCHA's mitigation of damages as a result of a breach by the Consultant of any of the terms and conditions of 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; (i) 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; and/or (ii) requires NYCHA (or any of its Members, officers, employees and/or agents) to make any admission, acknowledgment, or acceptance of any wrongdoing, negligence, or other liability. 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.

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### **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.

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### **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). Further, and notwithstanding the foregoing or anything to the contrary contained in this Agreement, in the event the Consultant desires to incorporate any intellectual property or other proprietary items owned by the Consultant prior to the date of the Agreement into any product of the Services that will be owned by NYCHA, the Consultant shall (i) inform NYCHA, in writing, before incorporating such intellectual property and/or proprietary item into any such product; and (ii) NYCHA is hereby granted and shall have a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, and use such item as part of or in connection with such product. The Consultant must, without unreasonable delay, cooperate in any proceeding (including, but not limited to, filing for and obtaining any trademark, patent or copyright registration) and execute any document, including, without limitation, an assignment of trademark, 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**

- (1) 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 approval of NYCHA.
- (2) No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by NYCHA.

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### **Q.    CONFIDENTIALITY**

- (1) 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, in such case; (i) the Consultant agrees to make available the original copy of any such commitment upon written request from NYCHA from time to time; and (ii) the Consultant shall be liable for any breach of such confidentiality obligations by any such employee, subconsultant or subcontractor. 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.
- (2) The Consultant understands and acknowledges that NYCHA is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and the Consultant agrees that NYCHA shall have no liability to the Consultant or any of its employees, subconsultants or subcontractors that may be based upon or relate to any errors therein or omissions therefrom.
- (3) If the Consultant or any of its employees, subconsultants or subcontractors is required (by law, regulation, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, it shall provide NYCHA with written notice of such requirement promptly upon learning of it so as to allow NYCHA sufficient time to obtain an appropriate injunction or other protective remedy and shall fully cooperate with NYCHA in obtaining such injunction or other protective remedy. Thereafter, and in the event that such injunction or protective remedy is not obtained for any reason whatsoever (or is obtained only with respect to a portion of the Confidential Information), the Consultant shall (and shall direct its employees, subconsultants, subcontractors, and agents, as applicable, to do likewise) only furnish that portion of the Confidential Information which, in the opinion of its counsel, it is legally required and only in the manner legally required and shall exercise commercially reasonable efforts to obtain assurances that confidential treatment shall be accorded to any of the Confidential Information so disclosed.

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- (4) The Consultant agrees that any breach of the requirements with respect to Confidential Information set forth in the Agreement may result in irrevocable harm and damage to NYCHA which would be difficult to measure. Therefore, without limiting any of NYCHA's rights and remedies set forth in the Agreement, in the event of any breach or threatened breach of any such requirements under the Agreement by the Consultant or any of its employees, subconsultants, subcontractors, or agents, NYCHA shall be entitled to equitable relief, including injunctions and orders for specific performance, in addition to all other remedies available at law or in equity, without any requirement to post a bond or other security and without having to establish irrevocable harm. The Consultant further grants NYCHA the right, but not the obligation, to enforce these provisions in the Consultant's name against any of the Consultant's employees, officers, board members, owners, representatives, agents, contractors, subconsultants, and subcontractors violating the above provisions.
- (5) If the Services include the Consultant receiving from NYCHA either "PII" or "NYCHA Data" (as defined in Subsection (6) below), then, in addition to the requirements of Subsections (1), (2), (3), and (4) of this Section Q, Subsection (6) below shall apply to the Consultant.
- (6) **Personally Identifiable Information and NYCHA Data.**
- (a) **Definitions. PII and NYCHA Data.** Personally identifiable information ("**PII**") is data or information, whether in hard copy, electronic media or any other form, which on its own or coupled with other information, can be used to distinguish or trace an individual's identity. PII includes, but is not limited to:
1. An individual's name (first name and last name, or first initial and last name), phone number, address or social security number.
  2. Any combination of (i) one of the following items with an item identified in paragraph (6)(a)(1) above, or (ii) any combination of two of the following items:
    - a. date of birth;
    - b. credit and/or debit card information;
    - c. income and/or credit history;
    - d. bank account information;
    - e. driver's license number;
    - f. passport number;
    - g. tax return;
    - h. asset statement;
    - i. other financial or personal information; and/or
    - j. other information concerning citizenship or immigration status, or ethnic or religious data
  3. Any number, code, or combination of numbers and codes, such as account number, security code, access code, or password allowing access to or use of an individual's financial or credit account.

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4. Individually identifiable information created and collected as part of research projects.
5. Health information such as medical records (in hard copy or electronic form).
6. Biometric information such as DNA, fingerprint, and photographic facial images.

“**NYCHA Data**” shall include, among other information, PII and Confidential Information as defined in Section Q herein.

NYCHA Data shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data or information constitutes NYCHA Data, the data or information in question shall be treated as NYCHA Data until a determination is made by NYCHA.

- (b) Data Confidentiality. The Consultant shall implement appropriate measures designed to ensure the confidentiality and security of NYCHA Data, protect against any anticipated hazards or threats to the integrity or security of NYCHA Data, protect against unauthorized access to or disclosure of NYCHA Data, and prevent any other action that could result in substantial harm to NYCHA or an individual identified with the NYCHA Data in the Consultant’s custody.
- (c) Compliance with Laws and NYCHA Procedures. The Consultant will not knowingly permit any of the Consultant’s personnel to have access to any NYCHA Data if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. The Consultant must, to the extent permitted by law, conduct a check of public records in all of the person’s states of residence and employment for at least the last five years in order to verify the above. The Consultant shall ensure that all contracts with Subcontractors impose these obligations on the Subcontractors and shall monitor the Subcontractors’ compliance with such obligations. The Consultant also agrees to comply with NYCHA’s Standard Procedures concerning privacy and all applicable state and federal laws and regulations.
- (d) Network Security. The Consultant agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention, and periodic third party penetration testing. Likewise, the Consultant agrees to maintain network security that at a minimum conforms to any generally recognized, comparable standard that the Consultant then applies to its own network (e.g., NIST, ISO 27002) and which has been approved in writing by NYCHA.

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Data Security. The Consultant agrees to protect and maintain the security of NYCHA's Data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g., Microsoft updates notifications). The Consultant also agrees to conform to the following measures to protect and secure NYCHA Data:

1. Data Transmission. The Consultant agrees that any and all transmission or exchange of NYCHA Data with NYCHA and/or any other parties, solely in accordance with paragraph F below, shall take place via secure means (e.g., HTTPS, FTPS, SFTP or equivalent means).
  2. Data Storage and Backup. The Consultant agrees that any and all NYCHA Data will be stored, processed, and maintained solely on designated servers and that no NYCHA Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Consultant's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an NYCHA officer with designated data, security, or signature authority. The Consultant agrees to store all NYCHA Data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.
  3. Data Re-Use. The Consultant agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement between NYCHA and the Consultant. NYCHA Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Consultant. As required by law, the Consultant further agrees that no NYCHA Data of any kind shall be revealed, transmitted, exchanged or otherwise passed to third parties or interested parties.
- (e) End of Agreement Data Handling. The Consultant agrees that upon termination of this Agreement it shall return all NYCHA Data in a useable electronic form, and erase, destroy, and render unreadable all NYCHA Data in its entirety in a manner that prevents its physical reconstruction, and certify in writing that these actions have been completed within 30 calendar days of the termination of this Agreement or within seven days of the request of an agent of NYCHA, whichever shall come first.
- (f) Data Breach. In the event of a breach of any of the Consultant's security obligations or any other event requiring notification under an applicable law ("**Notification Event**"), the Consultant agrees to notify NYCHA immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend NYCHA and its trustees, officers, and employees from and against any claims, damages, or other

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harm related to such Notification Event. In addition to the NYCHA personnel identified in the Agreement, the Consultant shall also provide notification of a notification event to the Chief Privacy Officer via e-mail at [privacy@nycha.nyc.gov](mailto:privacy@nycha.nyc.gov), and to NYCHA's Risk Finance Department via telephone at (212) 306-6682 and mail sent to: New York City Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007-2919, Attention: Risk Finance.

- (h) Mandatory Disclosure of NYCHA Data. If the Consultant or any of its employees, subconsultants or subcontractors is required (by law, regulation, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the NYCHA Data, it shall provide NYCHA with written notice of such requirement promptly upon learning of it so as to allow NYCHA sufficient time to obtain an appropriate injunction or other protective remedy and shall fully cooperate with NYCHA in obtaining such injunction or other protective remedy. Thereafter, and in the event that such injunction or protective remedy is not obtained for any reason whatsoever (or is obtained only with respect to a portion of the NYCHA Data), the Consultant shall (and shall direct its employees, subconsultants, subcontractors, and agents, as applicable, to do likewise) only furnish that portion of the NYCHA Data which, in the opinion of its counsel, it is legally required and only in the manner legally required and shall exercise commercially reasonable efforts to obtain assurances that confidential treatment shall be accorded to any of the NYCHA Data so disclosed. In addition to the NYCHA personnel identified in the Agreement, the Consultant shall also provide notification of a notification event to the Chief Privacy Officer via e-mail at [privacy@nycha.nyc.gov](mailto:privacy@nycha.nyc.gov), and to NYCHA's Risk Finance Department via telephone at (212) 306-6682 and mail sent to: New York City Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007-2919, Attention: Risk Finance.
- (i) Remedies for Disclosure of NYCHA Data. The Consultant agrees that any breach of the requirements with respect to NYCHA Data set forth in the Agreement may result in irrevocable harm and damage to NYCHA which would be difficult to measure. Therefore, without limiting any of NYCHA's rights and remedies set forth in the Agreement, in the event of any breach or threatened breach of any such requirements under the Agreement by the Consultant or any of its employees, subconsultants, subcontractors, or agents, NYCHA shall be entitled to equitable relief, including injunctions and orders for specific performance, in addition to all other remedies available at law or in equity, without any requirement to post a bond or other security and without having to establish irrevocable harm. The Consultant further grants NYCHA the right, but not the obligation, to enforce these provisions in the Consultant's name against any of the Consultant's employees, officers, board members, owners, representatives, agents, contractors, subconsultants, and subcontractors violating the above provisions.
- (j) Safekeeping and Security. The Consultant will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to the Consultant's employees, agents or Subcontractors. The Consultant agrees to require its employees to promptly report a lost or stolen access device or information.

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**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. In accordance with Section II herein, when issuing solicitations for subcontractors, the Consultant shall take affirmative steps to include minority-owned, women-owned, and small business enterprises since it is the policy of NYCHA to ensure that all businesses have an equal opportunity to participate in all aspects of NYCHA's procurement of goods and services. The Consultant shall state in all solicitations or advertisements for bids for subcontractors placed by or on behalf of the Consultant that all qualified businesses will receive consideration for subcontracts without regard to the race, color, religion, military service, national origin, sex, age, disability, marital status or sexual orientation of the owners, partners, management or stockholders of a business.

**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

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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:

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- (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**

- (1) All claims by the Consultant shall be made in writing and submitted to NYCHA.
- (2) In the event that the Consultant has a dispute with NYCHA under the Agreement, including any claims for damages for the alleged breach thereof which are not disposed of by written 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 diligently with its duties under the Agreement pending final resolution of any request for relief, claim,

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appeal or action arising under the Agreement, and comply with any decision of NYCHA. The Consultant must further proceed 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.

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### **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

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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.

### **II. MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISE INCLUSION**

- (1) In furtherance and not in limitation of Section R above, minority-owned, woman-owned, and small business enterprises ("**MWSBE**") shall be given an equal opportunity by the Consultant to submit proposals to the Consultant for consideration of subcontracting awards in connection with the Agreement since NYCHA is committed to maximizing MWSBE participation in NYCHA's contracting process. If any part of the Services will be subcontracted, the Consultant shall ensure, to the greatest extent possible, that 20% of all firms sought for consideration for award of subcontracts are MWSBE firms.
- (2) For purposes of this Section II, "**Covered Consultant**" shall mean a Consultant whose Agreement has a not-to-exceed amount of \$1,500,000 or more. The Covered Consultant shall:
  - (a) provide written evidence to NYCHA's MWSBE Office of Business Opportunities ("**OBO**") demonstrating compliance with paragraph (1) above in the form of the Subcontractor Outreach Report, which will be provided by NYCHA to the Covered Consultant contemporaneously with the award of the Agreement, and the Covered Consultant agrees to submit this completed report to NYCHA's OBO every January 31 (reporting activity from July 1 through December 31) and July 31 (reporting activity from January 1 through June 30); and
  - (b) attend (i) at least one MWSBE outreach event during the term of the Agreement if such term is for a period of six months up to one year, or (ii) at least two MWSBE outreach events during the term of the Agreement if such term is for a period of more than one year.
- (3) NYCHA's OBO will provide the Consultant with the following information upon request:
  - (a) a listing of MWSBE firms, sorted by commodity and/or service, that can be used by the Consultant in furtherance of fulfilling the requirements in paragraphs (1) and (2)(a) above (as applicable); and
  - (b) information regarding upcoming MWSBE outreach events where the Consultant can network with MWSBE firms seeking to participate in subcontracting opportunities in furtherance of fulfilling the requirements in paragraph (2)(b) above (as applicable).

**Note:** All Consultants are encouraged to use NYCHA's OBO resources, in addition to other publicly available resources, to identify MWSBE firms for subcontracting opportunities.

- (4) MWSBE means minority-owned, women-owned, and small business enterprises defined as follows:
  - (a) Minority business enterprise 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

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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, Southeast 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 by the Secretary of the United States Department of Housing and Urban Development.

- (1) Women business enterprise means a business that is at least 51% owned by one 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.
- (b) Small business enterprise 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.

### **JJ.     CHANGES**

- (1) NYCHA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in the Services to be performed or supplies to be delivered.
- (2) If any such change causes an increase or decrease in the hourly rate, the Maximum Fee/Not-to-Exceed Amount, or the time required for performance of any part of the Services, whether or not changed by the order, or otherwise affects the conditions of this Agreement, NYCHA shall make an equitable adjustment in the Maximum Fee/Not-to-Exceed Amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify this Agreement accordingly.
- (3) The Consultant must assert its right to an equitable adjustment under this Section JJ within 30 days from the date of receipt of the written order. However, if NYCHA decides that the facts justify it, NYCHA may receive and act upon a proposal submitted before final payment of this Agreement.
- (4) Failure to agree to any adjustment shall be a dispute under Section Y of these NYCHA General Terms and Conditions. However, nothing in this Section JJ shall excuse the Consultant from proceeding with the Agreement as changed.

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- (5) No Services for which an additional cost or fee will be charged by the Consultant shall be furnished without the prior written consent of NYCHA.

**KK. ORGANIZATIONAL CONFLICTS OF INTEREST**

- (1) The Consultant warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the Services under this Agreement and the Consultant's organizational, financial, contractual or other interests are such that:
- (a) award of this Agreement may result in an unfair competitive advantage; or
  - (b) the Consultant's objectivity in performing the Services may be impaired.
- (2) The Consultant agrees that if after award it discovers an organizational conflict of interest with respect to this Agreement or any task/delivery order under this Agreement, the Consultant shall make an immediate and full disclosure in writing to NYCHA which shall include a description of the action which the Consultant has taken or intends to take to eliminate or neutralize the conflict. NYCHA may, however, terminate this Agreement or task/delivery order for the convenience of NYCHA if it would be in the best interest of NYCHA.
- (3) In the event the Consultant was aware of an organizational conflict of interest before the award of this Agreement and intentionally did not disclose the conflict to NYCHA, NYCHA may terminate this Agreement for default (i.e., Other Than Convenience).
- (4) The terms of this Section KK shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the Services provided by the Consultant. The Consultant shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**LL. CONSULTANT'S STATUS**

It is understood that the Consultant is an independent contractor and is not to be considered an employee of NYCHA, or assume any right, privilege or duties of an employee, and shall save harmless NYCHA and its Members, officers, and employees from claims, suits, actions and costs of every description resulting from the Consultant's activities on behalf of NYCHA in connection with this Agreement.

**MM. OTHER CONSULTANTS**

NYCHA may undertake or award other contracts for additional work at or near the site(s) of the Services to be performed under this Agreement. The Consultant shall fully cooperate with the other consultants and with NYCHA and HUD employees and shall carefully adapt scheduling and performing the Services under this Agreement to accommodate the additional work, heeding any direction that may be provided by NYCHA. The Consultant shall not commit or permit any act that will interfere with the performance of work by any other consultant

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or NYCHA employee.

**NN.    LIENS**

The Consultant is prohibited from placing a lien on NYCHA's property. This prohibition shall apply to all subcontractors.

**OO.    PROCUREMENT OF RECOVERED MATERIALS**

- (1) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Consultant shall procure items designated in guidelines of the Environmental Protection Agency (the "EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Consultant shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Consultant determines that such items: (i) are not reasonably available in a reasonable period of time; (ii) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (iii) are only available at an unreasonable price.
- (2) Section OO(1) shall apply to items purchased under this Agreement where: (i) the Consultant purchases in excess of \$10,000 of the item under this Agreement; or (ii) during the preceding Federal fiscal year, the Consultant: (A) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (B) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**PP.    LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

- (1) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) the awarding of any Federal contract;
- (ii) the making of any Federal grant;
- (iii) the making of any Federal loan;
- (iv) the entering into of any cooperative agreement; and,
- (iv) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the

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Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having

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governmental duties and powers.

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- (2) Prohibition.
  - (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (ii) The prohibition does not apply as follows:
    - (1) Agency and legislative liaison by Own Employees.
      - (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
      - (b) For purposes of paragraph (2)(ii)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
      - (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
        - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
        - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
      - (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
        - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

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- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (2)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
  - (a) The prohibition on the use of appropriated funds, in subparagraph (2)(i) of this clause, does not apply in the case of-
    - (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
    - (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
  - (b) For purposes of subdivision (2)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
  - (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

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(d) Only those services expressly authorized by subdivisions (2)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

- (3) The prohibition on the use of appropriated funds, in subparagraph (2)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
  - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (4) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (5) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (6) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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**ATTACHMENT 1**

**NYCHA INSURANCE REQUIREMENTS**

<b>COVERAGE TYPE</b>	<b>MINIMUM LIMITS</b>	<b>FORMS &amp; REQUIRED ENDORSEMENTS</b>
<b>Workers' Compensation/ Employer's Liability</b>	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	<b>Form:</b> As required in the State of New York  <b>Endorsements:</b>  Waiver of Subrogation  Primary & Non-Contributory Clause
<b>Commercial General Liability</b>	\$1,000,000 per Occurrence  \$2,000,000 General Aggregate  \$2,000,000 Products/Completed Operations  \$1,000,000 Personal/Advertising Injury  \$5,000 Medical Expense	<b>Form:</b> General Liability Form ISO CG 00 01 or equivalent  <b>Endorsements:</b>  Additional Insured ISO Form CG2010 and CG2037 or their equivalents  Waiver of Subrogation   Primary & Non-Contributory Clause   Severability of Interest Clause
<b>Business Auto Liability</b>	\$1,000,000 Combined Single Limit	<b>Form:</b> Business Auto Form CA 00 01 or equivalent  Coverage to be applicable to Owned, Non-Owned & Hired Autos  <b>Endorsements:</b>  Additional Insured ISO Form CA2048 or its equivalent  Waiver of Subrogation  Primary & Non-Contributory Clause  Severability of Interest Clause
<b>Professional (Errors &amp; Omissions) Liability</b>	\$1,000,000 Each Claim \$2,000,000 Aggregate	<b>Form:</b> Claims-made form   Optional 3-year Extended Reporting Period  <b>Endorsements:</b>  Primary & Non-Contributory Clause  Severability of Interest Clause

**\*\*\* End of Exhibit L \*\*\***

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### **EXHIBIT M: DICTIONARY**

**Addendums:** Documentation of any change to the Contract Documents during the procurement period for the Construction Contract(s). The Addendum format includes, at a minimum, project name, AE contact information, NYCHA contact information, description of reason for the addendum, changes to prior addenda, changes to procurement requirements, changes to contracting requirements, changes to specifications, changes to drawings.

**Bulletins:** Documentation of any change to the Contract Documents after the procurement period for the Construction Contract(s). The Addendum format includes, at a minimum, project name, AE contact information, NYCHA contact information, description of reason for the addendum, changes to prior addenda, changes to procurement requirements, changes to contracting requirements, changes to specifications, changes to drawings.

**Construction Contractors (CCs):** Prime contractors that have a contractual obligation to either supply and/or install physical elements for the Project.

**Construction Phase Services:** Level of effort provided by the consultant (the AE for purposes of this RFP) to assist, consult, and management of the delivery of the physical elements in place on the project, including but not limited to site visit and reports, addressing requests for information, submittal reviews, estimates, and Bulletins.

**Constructability Review:** A professional service that is a process that utilizes construction personnel with extensive construction knowledge early (starting at least at the completion of design development CDs and throughout the design of 100% CDs.) in the design stages of projects to ensure that the projects are buildable, while also being cost-effective, biddable, and maintainable. The process provides detailed analysis of the Contract Documents for completeness and to confirm that they are biddable and buildable with respect to local standards, interpretation, assumptions, logistics, and site conditions. Tasks include but are not limited to the following:

- Reviewing plans and specifications to assess the ease or difficulty of constructing the proposed design with recommendations for practical changes.
- Reviewing documents for any observed inconsistencies.
- Making recommendations for specification changes when the proposed specifications are likely to limit competition or cause excessive delays in delivery.
- Reviewing documents for completeness. Comprehensive and accurate documentation results in more responsive and complete bids.

**Construction Manager (CMA):** Construction Manager as Agent to the Owner. Construction Cost Management is a fee-based service in which the Construction Manager (CM) is responsible exclusively to the owner and acts in the owner's interests at every stage of the project. The construction manager offers advice, uncolored by any conflicting interest, on matters such as: Optimum use of available funds; Control of the scope of the work; Project scheduling; Optimum use of design and construction firms' skills and talents; Avoidance of delays, changes and disputes; Enhancing project design and construction quality; Optimum flexibility in contracting and procurement; and Cash flow management. The CMA has no legal privity with contractors. The Owner holds the privity with the Construction Contractors when using a CMA.

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**Contract Documents (“CD”):** The drawings, specifications, scope of work, and scope of services, developed by the Owner, AE, and other consultants for the purposes of construction and delivering a turnkey project.

**Design Phase Services:** Level of effort provided by the consultant (the AE for purposes of this RFP) to assist, supervise/manage, consult, and deliver expertise, documents, reviews, estimations through the completion of the contract documents.

**Design Phase Submissions:** The intermediate packages of Construction Documents that are required from the AE under this contract.

**ePM Collaboration Systems:** Any computer based system that is utilized through the web for project management work flow, collaboration and documentation of a project.

**Owner:** NYCHA for all intents and purposes is assumed to be the Owner.

**Post-Construction Phase Services:** Level of effort provided by the consultant (the AE for purposes of this RFP) to assist, supervise/manage, consult, and deliver the close out documents of the Project.

**Prime-Contractor:** Any entity that holds privity with the Owner.

**Privity:** Legal term for a close, mutual, or successive relationship to the same right of property or the power to enforce a promise or warranty. The obligation that is in a form of a contract between two parties.

**Procurement Phase Services:** Level of effort provided by the consultant (the AE for purposes of this RFP) to assist, consult, and deliver expertise, reviews, Contract Documents clarifications, Addendums, estimations through the completion of the contract documents.

**Project: (*Comprehensive Improvements to Mitchel Houses, The Bronx*)** The collaborative enterprise, involving the asset’s need recognition, feasibility analysis, budgeting, development, design, management, delivery and turnover of the asset to the Owner.

**Sub-Consultant:** Any entity that holds privity with a Consultant or other Sub-Consultant. (Note: there may be multiple levels of subs-consultants where a sub-consultant hires another sub-consultant to perform work packages. The privity however is carried only between the two parties contracted to one another.)

**Sub-Contractor:** Any entity that holds privity with a Prime-Contractor or other Sub-Contractor. (Note: there may be multiple levels of subs-contractors where a sub-contractor hires another sub-contractor to perform work packages. The privity however is carried only between the two parties contracted to one another.)

**Work Day:** Any calendar day in the project schedule where a task can be scheduled with Resources. Work Days for scheduling purposes are Monday through Friday with the exception of the following Holidays recognized by NYCHA: New Years Day, Martin Luther King Jr. Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanks Giving Day, Christmas Day.

**Value Engineering:** A professional service that is a process that utilizes construction and design personnel with extensive construction knowledge early (starting at least at the completion of design development CDs and throughout the design of 100% CDs.) in the design stages of projects to systematically improve the "value" of goods (in terms of both front end and end use with life cycle cost

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analysis) or products and services by using an examination of function. It is considered a quantitative method similar to the scientific method, which focuses on hypothesis-conclusion approaches to test relationships, and operations research, which uses model building to identify predictive relationships. The end result is making recommendations for the use of more cost-effective alternative materials, design details, means and methods, and logistics.

**\*\*\* *End of Exhibit M* \*\*\***

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**EXHIBIT N: BID PROPOSAL FACE SHEET**

(See Attached CD)

**\*\*\**End of Exhibit N*\*\*\***

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**EXHIBIT O: ACKNOWLEDGEMENT OF ADDENDA**

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**ACKNOWLEDGEMENT OF ADDENDA**

(Must be placed with Technical 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 Exhibit O \*\*\***

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**EXHIBIT P: PROPERTY DATA AND SITE DIAGRAM**

(See Attached CD)

**\*\*\**End of Exhibit P*\*\*\***



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**EXHIBIT S: EXISTING DRAWINGS**

*Successful Proposer will have access to NYCHA Contract Documents Viewing and Retrieval System (QWEB)*

**\*\*\* End of Exhibit S \*\*\***

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**EXHIBIT T: GENERAL INSTRUCTION TO CONSULTANT/CONTRACTORS FOR THE PREPARATION / SUBMISSION OF MICROSTATION CONTRACT DOCUMENTS & AS-BUILTS**

- View attributes shall be turned ON. (See below).



**Text:**

1. All final text documents shall be correctly edited and submitted in a clear, legible form, acceptable to the Authority, typed on one side only; on 8 ½" x 11" white bond paper, properly collated and ready for photocopying or other direct machine producing process. The electronic files shall be housed in a folder entitled "**BidSet/Book/Specs**" and submitted on CD in two formats:
  - Microsoft® (.doc) Word (97 or above)
  - Adobe® Acrobat (.PDF) (Acrobat PDF Writer driver required)

Any other information (i.e. Digital photos; Presentation drawings; cost estimates; correspondence; raster files; bulletins, etc.) that is not part of the Contract Documents shall be housed in a folder entitled "**Misc**".

Consultants shall request from the Office of Design (via Project Administrator) a set of the Authority's "seed" files; font resource file, level macro files<sup>3</sup> and use the following directory tree structure format for filing the aforementioned data.

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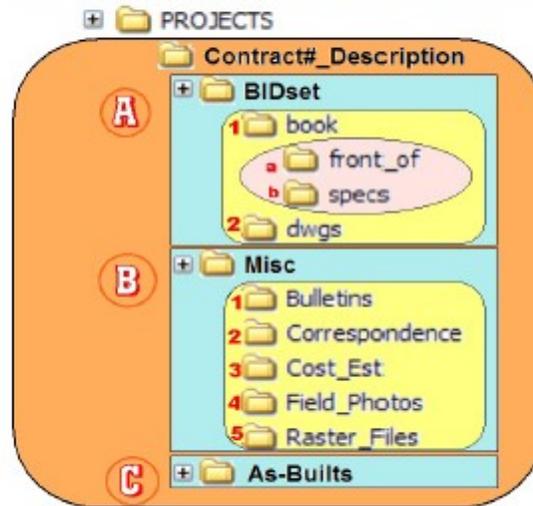
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**GENERAL INFORMATION**

**Anatomy of a Capital Projects Contract**

Contract Template Directory Structure



The basic (minimal) breakdown of a typical contract is made up of three sub-folders.

- A. BIDset-** *The complete package of the Contract Documents which go out to bid. It consists of the*
  - 1. **Book** – *The entire contract book which includes:*
    - a. **Front\_of** *(includes the cover; General Conditions; FOP; Bid Bond, etc.)*
    - b. **Specs** *(Scope of work and all required specifications)*
  - 2. **Dwgs** *(only the drawing files that will go to bid; may include Raster files)*
- B. Misc-** *Important information but not part of the Contract Documents. It consists of but not limited to...*
  - 1. **Bulletins**
  - 2. **Correspondence** *(eMails; memos; notes, etc.)*
  - 3. **Cost\_Est** *(cost estimates)*
  - 4. **Field\_Photos** *(digital or scanned pictures)*
  - 5. **Raster\_Files** *(scanned or QWEB [TG4, CIT] drawings that are used on a temporary basis)*
- C. As-Builts** - *(Plans & specifications appropriately marked or otherwise denoted to clearly show all changes to the work that occurred during construction).*<sup>5</sup>

The directory structure above shall apply to all contracts. Starting from "Contract#\_...".

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## **File Naming Convention**

All NYCHA (Capital Projects) drawing files shall be named accordingly. In this format, underscores are used as separators.

**X###\_DrawingName\_2<sup>nd</sup>Descriptor.dgn**

<b>X</b>	=	A single letter describing a Major Discipline Group. Seven major groups are defined: A     Architecture, Interiors, and Facilities Management S     Structural M     Mechanical / HVAC P     Plumbing F     Fire Protection E     Electrical L     Landscape Architecture / Site Work
<b>###</b>	=	Three numerals indicating the drawing number. "000" will be for cover/title sheets or index sheets. For single digit sheets always start with "00". (i.e. 007_Grading.dgn).
<b>_ [underscore]</b>	=	Separator (no space).
<b>DrawingName</b>	=	Drawing Title. Abbreviate titles as best as possible without compromising legibility.
<b>_ [underscore]</b>	=	Separator (no space).
<b>2<sup>nd</sup>Descriptor</b>	=	to further expand-on or support the DrawingName (when necessary only).

---

### **Notes:**

- 1. Limit filenames to twenty-two characters plus the extension.**
  - i.e. 123456789\_123456789\_12.dgn
- 2. No special characters in filenames**
  - @; #; \$; %; \*; &; etc...
- 3. 'AS-BUILT' drawing filenames shall receive the acronym "AB". It is to be inserted immediately after the drawing number.**
  - i.e. S409AB\_StructDetails.dgn

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## **Additional Reference Information (Endnotes)**

<sup>1</sup> Isolate each drawing into its own DGN file.

Each discipline's master plans (i.e. floor plans, site plans, HVAC plans, foundation plans, etc.) shall be constructed within a single DGN file using the Office of Design level structure<sup>1</sup> for that respective discipline.

All drawing data files should be properly named.

(i.e.: A000\_CoverSheet.dgn  
A001\_Demolition\_Bldg4.dgn  
A101\_FirstFloorPlan.dgn  
A210\_ReflectedClng\_8thFl.dgn  
E001\_ElecSitePlan.dgn  
E001\_ElecSitePlan.tg4 (see note)  
S110\_ColumnGrid\_Bldg23.dgn  
L015\_GradingPlan\_West.dgn)

**Note:** When a raster file is linked, attached or associated with a DGN file in any way it should have the same exact name as the parent DGN file. The only difference is the extension of the respective files.

All drawing data should be reviewed (red-lined) for proper and coherent representation. Any graphic data that is not within the confines of the sheet border should either be saved as separate file(s) into the "Misc" folder or be deleted entirely. Any other graphic information, which is required but will not be part of the final "Mylar" drawing, should be referenced in. All Reference file data that is pertinent to the Active file shall be "merged" or copied-in. Any irrelevant Reference data should be detached.

<sup>2</sup> All new design files will have in their title blocks Enter\_Data Fields.

These are *text holders* into which you enter regular text at a future date.

**DO NOT DELETE these "underbars"**. Any unused *Enter\_Data Fields* will be turned off at the completion of the job just prior to QWEB Archiving and print submission.

**NOTE:** An enter data field can hold only as many characters as there are underbars.

If the input exceeds the number of underbars, the text is truncated.

A more efficient approach to filling in multiple enter data fields is to use the *Auto Fill in Enter\_Data Field* tool. This tool identifies any empty data fields in a selected view.

- Enter a datapoint on a selected window.
- The Text Editor window opens and as you enter text, the enter data fields will be highlighted in the order in which they were placed.
- Press <Enter> after each input.

**TIP:** There are two ways to empty an enter data field:

1. Select the *Fill in Single Enter\_Data Field*. Identify the enter data field you wish to empty, press the space bar and press <Enter>.
2. Select the *Copy Enter\_Data Field* tool. Identify an empty enter data field as the source field, and then identify the data field you wish to clear. Because an enter data field will plot, it is usually desirable to turn off the display (in View Attributes) of the underbars before plotting.

**Note that the enter data fields have predefined text sizes, fonts, color and level. These are standards and are not to be changed. The same applies to the sheet border, title block line work and logo.**

<sup>3</sup> For instructions on these please contact the CADD Support Administrator.

<sup>4</sup> Users can create as many sub-directories within the "Misc" folder as required

<sup>5</sup> Refer to Notes in "File Naming Convention" section.

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## Additional Reference Information (Endnotes)

<sup>1</sup> Isolate each drawing into its own DGN file.

Each discipline's master plans (i.e. floor plans, site plans, HVAC plans, foundation plans, etc.) shall be constructed within a single DGN file using the Office of Design level structure<sup>1</sup> for that respective discipline.

All drawing data files should be properly named.

(i.e.: A000\_CoverSheet.dgn  
A001\_Demolition\_Bldg4.dgn  
A101\_FirstFloorPlan.dgn  
A210\_RefldtCIng\_8thFl.dgn  
E001\_ElecSitePlan.dgn  
E001\_ElecSitePlan.tg4 (see note)  
S110\_ColumnGrid\_Bldg23.dgn  
L015\_GradingPlan\_West.dgn)

**Note:** When a raster file is linked, attached or associated with a DGN file in any way it should have the same exact name as the parent DGN file. The only difference is the extension of the respective files.

All drawing data should be reviewed (red-lined) for proper and coherent representation. Any graphic data that is not within the confines of the sheet border should either be saved as separate file(s) into the "Misc" folder or be deleted entirely. Any other graphic information, which is required but will not be part of the final "Mylar" drawing, should be referenced in. All Reference file data that is *pertinent* to the Active file shall be "merged" or copied-in. Any irrelevant Reference data should be detached.

<sup>2</sup> All new design files will have in their title blocks Enter\_Data Fields.

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- The Text Editor window opens and as you enter text, the enter data fields will be highlighted in the order in which they were placed.
- Press <Enter> after each input.

**TIP:** There are two ways to empty an enter data field:

1. Select the *Fill in Single Enter\_Data Field*. Identify the enter data field you wish to empty, press the space bar and press <Enter>.
2. Select the *Copy Enter\_Data Field* tool. Identify an empty enter data field as the source field, and then identify the data field you wish to clear. Because an enter data field will plot, it is usually desirable to turn off the display (in View Attributes) of the underbars before plotting.

**Note that the enter data fields have predefined text sizes, fonts, color and level. These are standards and are not to be changed. The same applies to the sheet border, title block line work and logo.**

<sup>3</sup> For instructions on these please contact the CADD Support Administrator.

<sup>4</sup> Users can create as many sub-directories within the "Misc" folder as required

<sup>5</sup> Refer to Notes in "File Naming Convention" section.

\*\*\* End of Exhibit T \*\*\*

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**EXHIBIT U: HURRICANE SANDY CDBG –  
DR APPENDICES**

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(See Attached CD)

***\*\*\*End of Exhibit U\*\*\****

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**EXHIBIT V: ANTI-CORRUPTION  
NOTICE**

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(See Attached CD)

***\*\*\*End of Exhibit V\*\*\****

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**END OF RFP**