



**Governor's Office of
Storm Recovery**

ANDREW M. CUOMO

Governor

HOUSING TRUST FUND CORPORATION

Request for Proposals ("RFP")

for

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

**Professional Services for Community Development Block Grant-Disaster Recovery
Rebuild by Design: Living Breakwaters Construction Management Services**

RFP # 201711_065

November 10, 2017

**Responses must be received by
12:00 p.m. (Eastern), December 27, 2017**

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1. OVERVIEW OF THE REQUIREMENT

The Governor's Office of Storm Recovery ("GOSR") of the Housing Trust Fund Corporation ("HTFC") seeks to procure Construction Management Support Services for GOSR's Community Reconstruction Program ("the Program"), Living Breakwaters Project ("the Project"), in connection with its administration of U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2). This request for proposals ("RFP") is issued in accordance with the Procurement and Contract Guidelines of GOSR and in compliance with [Section 2879a of the New York Public Authorities Law](#).

The purpose of this RFP is to obtain proposals from respondents and to award a contract to provide Construction Management Services to GOSR for the Project. The selected firm shall assist GOSR with management support, oversight, and coordination for the construction of the Project. These services are detailed in section 4 of this RFP. Respondents to this RFP should thoroughly review the New York State Action Plan for Community Development Block Grant Disaster Recovery and all amendments thereto, as well as all Federal Register notices related to the CDBG-DR funds. The Action Plan and all amendments are located on the GOSR website at: <http://stormrecovery.ny.gov/funding/action-plans-amendments>.

2. BACKGROUND INFORMATION

The Rebuild by Design ("RBD") competition was initiated in June 2013 by HUD in response to the devastating destruction caused by Superstorm Sandy. The competition called for proposals for solutions to flooding and coastal storm hazards experienced by the hardest hit areas in northeast United States while emphasizing social resiliency, use of natural resources, and green infrastructure.

The Living Breakwaters Project ("the Project") was one of the winning RBD proposals. GOSR, through the Program, is currently administrating this Project. The Project's goal is to increase the physical, ecological, and social resiliency of Staten Island's south shore while ensuring active coordination with other ongoing resilience initiatives in the area. The Project consists of a specially designed breakwaters system, active habitat enhancements as part of the system, and a small stretch of shoreline sand fill to restore beach width lost to erosion. The ecologically enhanced breakwater system was designed to reduce coastal risk to the Staten Island shoreline by reducing wave energy at the shoreline and prevent or reverse shoreline erosion. The breakwaters do this while creating hard/structured marine habitat in Raritan Bay, enhancing its habitat functions, and supporting its local ecosystems while improving the area's recreational and educational use.

The breakwater system as currently proposed (preliminary 60% design) includes 9 breakwaters ranging in length from 300 to 450 feet (at 0NAVD88), with a total length of approximately 3,200 linear feet located between 730 and 1,200 feet from shore. All of the breakwaters extend above Mean High Water level, but are a combination of low crested (currently 5 NAVD88) and higher crested (currently 14NAVD88) breakwater segments. The breakwater structures have been designed to have varying levels of elevation, inclination, bio-enhancing materials, textures, interstitial spaces, and grain sizes in order to create a diversity of habitat characteristics for aquatic biota. These ecologically-enhancing features include the incorporation of “reef ridges” — rocky, reef-like protrusions on the ocean-facing side of the breakwaters—designed to mimic the ecosystem functions of naturally occurring reefs, as well as the incorporation of bio-enhancing armor units. The breakwaters would be primarily constructed as rubble mound (rock) structures with a stone core, outer armor layers consisting of armor stone and bio-enhancing concrete armor units, and with marine mattress to prevent settling and scour.

In addition to the breakwaters, the Project includes a shoreline restoration component, where a 3.8 acre area of 806 linear feet of shoreline would be replenished by approximately 20,701 cubic yards of sand, thereby restoring the beach to its 1978 pre-erosion condition.

2.1 Anticipated Contract Term

Any contract that is awarded from the RFP is anticipated to be for three (3) years with a six (6) month option not to exceed three and a half years. GOSR reserves the right to exercise additional six month options, not to exceed a total contract term of five (5) years.

3. RFP PROCESS AND ADMINISTRATIVE REQUIREMENTS

3.1 RFP Coordinator

Shin Kim
Chief Procurement Officer
Governor’s Office of Storm Recovery
25 Beaver Street
New York, New York 10004
GOSRProcurement@stormrecovery.ny.gov

3.2 RFP Timeline

Target Date	Event
November 10, 2017	Release of RFP
November 28, 2017	Anticipated Pre-Proposal Conference
December 04, 2017	Last Day to Submit Questions – 12:00 p.m. (Eastern)
December 11, 2017	Issuance of Answers to Questions (tentative)
December 27, 2017	Proposal Submission Deadline – 12:00 p.m. (Eastern)
January/February 2018	Finalist Interviews (if applicable)
February 2018	Target Date for Selection

Please note that the RFP timeline includes target dates and may change. It is the sole responsibility of Respondents to periodically review the GOSR website for regular updates to the RFP which may alter the terms or requirements of this RFP.

3.3 Pre-Proposal Conference and Questions

A pre-proposal conference will be scheduled to discuss this RFP, accept questions, and provide preliminary responses. GOSR is in the process of scheduling the conference and will post an update to the Governor’s Office of Storm Recovery “Procurement Opportunities” webpage at: <http://stormrecovery.ny.gov/doing-business-with-gosr/rfps>. Interested firms are strongly encouraged to check the “Procurement Opportunities” webpage frequently for updates and additional information pertaining to this RFP. All questions and correspondence must be sent to GOSRProcurement@stormrecovery.ny.gov. All questions must reference this specific RFP in the subject line of the email. For example, the subject line for questions related to this RFP should read **RE: RFP Question – Construction Management Services - Living Breakwaters**. Any correspondence or questions sent to any other email address regarding this RFP will not receive a response.

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

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

3.4 Procurement Lobbying Provisions

Pursuant to State Finance Law §§ 139-j and 139-k, this RFP includes and imposes certain restrictions on communications between GOSR and Respondents during the solicitation process. A Respondent is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract (the restricted period) with GOSR staff other than the RFP Designated Contact Officer,

unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a).

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

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

For all lobbying law contacts and inquiries, please contact:

Natalie Dennerly

Lobbying Contact Officer

Governor’s Office of Storm Recovery

GOSRProcurement@stormrecovery.ny.gov

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

3.5 Conflicts of Interest

In the event of real or apparent of conflicts of interest, GOSR reserves the right to impose additional conditions upon Vendors. The selected Vendor will be subject to the provisions on conflicts of interest set forth in section 74 of the New York State Public Officers Law. GOSR reserves the right to cancel any contract awarded pursuant to this RFP upon 30 days written notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to GOSR’s satisfaction. Prior to responding to this RFP, you must perform a conflict of interest inquiry and disclose to GOSR in your proposal any and all potential conflicts of interest that exist or may exist for your organization or your subcontractors or affiliates in relation to the scope of work contained in this document.

3.6 Submission Format

Submissions to this RFP must be filed electronically in Portable Document Format (pdf) file. Unless otherwise noted, Respondents must complete and submit all forms,

information, and other documentation listed herein (including, without limitation, any Attachments and Appendices to this RFP) as part of their electronic submissions. Respondent is responsible to ensure that emails and attachments are delivered in a legible format. Only complete proposals will be evaluated. In all instances, GOSR's determination regarding the completeness of any proposals shall be final.

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

Proposals must be delivered by email in two parts no later than the proposal submission deadline. Part one shall include the price proposal. The email subject shall indicate **RE: Proposal for Construction Management Services - Living Breakwaters – Price Proposal**. Part two shall include the Technical Proposal along with all attachments and completed forms. The email subject shall indicate **RE: Proposal for Construction Management Services - Living Breakwaters – Technical Proposal and Attachments**.

There is a 40-page total limit except that résumés, curricula vitae, appendices that document relevant work performed, and screen shots of potential project management systems do not count against the page limit. Proposal font size shall not be any less than 12 point, with 1-inch margins, with the exception of tables and charts, but such text must be clearly legible. Respondents are encouraged to submit only relevant and necessary information.

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

GOSR will consider proposals to this RFP which are submitted in a consistent and easily comparable format. Submissions not organized in the manner set forth in this RFP may be considered nonresponsive at the sole discretion of GOSR. Respondents should not refer to other parts of their submission to information that may be publicly available elsewhere, or to the Respondent's website or any other website, in lieu of presenting the information in the proposal.

3.7 Changes to Proposal Wording

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

3.8 Respondent's Errors and Omissions

GOSR reserves the right to reject a submission that contains an error or omission. GOSR also reserves the right to request correction of any errors or omissions and/or to

request any clarification or additional information from any Respondent, without opening up clarifications for all Respondents. Respondents will be provided a reasonable period of time in which to submit written responses to GOSR's requests for clarification or additional information. Respondents shall respond by the deadline stated in the correspondence.

3.9 Respondent's Expenses

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

3.10 Selection of Proposal in Best Interests of the State

Notwithstanding the selection criteria set forth in the RFP, GOSR reserves the right to select a proposal that, in its sole judgment, is consistent with and responsive to the goals of the State's CDBG-DR Action Plan, irrespective of whether it is the apparent lowest-priced proposal, if it is determined by the Executive Director of GOSR and the Commissioner of NYS HCR to be in the best interests of the State of New York.

3.11 Notice of Selection

The selected Respondent will be issued a Letter of Intent to Contract, via email.

3.12 Number of Awards

At the sole discretion of GOSR, and based upon the breadth and experience of Respondents to this RFP, GOSR may award contracts to more than one Respondent. GOSR currently anticipates awarding one (1) contract pursuant to this RFP.

Nothing in this section shall be construed to limit in any way GOSR's right, in its sole discretion, to cancel this RFP.

3.13 Service Level Agreements

GOSR expects to select (a) Respondent(s) that will agree to clearly-defined service level agreement ("SLA"), as yet to be determined but to be included in any final contract between the parties. Such SLA will be established and agreed upon to ensure a timely, efficient, equitable, and transparent recovery process. Fees payable under this contract will be contingent upon compliance with the terms of the SLA and other pre-agreed metrics for success. GOSR reserves the right to cancel any contract awarded pursuant to this RFP, or withhold payment of funds under any contract awarded pursuant to this RFP, for failure to adhere to the SLA.

3.14 Withdrawal of Proposal

A Respondent may withdraw a proposal at any time up to the date and time that the contract is awarded. The withdrawal must be submitted in writing to the RFP Coordinator.

3.15 Rejection of Proposals / Cancellation of RFP

Issuance of this RFP does not constitute a commitment by GOSR to award a contract. GOSR reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this solicitation and reissue this RFP or another version of it, if it determines that doing so is in the best interest of the impacted communities or the State of New York.

3.16 Ownership of Proposals

All documents, including proposals submitted to GOSR, become the property of GOSR. They will be received and held in confidence by GOSR, subject to the provisions of the *Freedom of Information Law*. Selection or rejection of a proposal does not affect this provision.

3.17 Waiver of Informalities

GOSR reserves the right to waive any informalities and/or irregularities in a proposal if it determines that doing so is in the best interest of the impacted communities or the State of New York.

3.18 Proprietary Information

Only information considered trade secrets or non-published financial data may be classified as proprietary or confidential. Such information within the proposal must be clearly marked. Proposals containing substantial contents marked as confidential or proprietary may be rejected by GOSR. Provision of any information marked as confidential or proprietary shall not prevent GOSR from disclosing such information if required by law. The awarded contract(s), and all prices set forth therein, shall not be considered confidential or proprietary and such information may be made publicly available.

3.19 Confidentiality of Information

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

3.20 Collection and Use of Personal Information

Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information,

including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Respondents to provide GOSR with personal information of employees who have been included as resources in the response to this RFP, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to GOSR. Such written consents are to specify that the personal information may be forwarded to GOSR for the purposes of responding to this RFP and used by GOSR for the purposes set out in the RFP. GOSR may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to GOSR.

3.21 RFP and Proposal as Part of Contract

This RFP and the selected Respondent's proposal will become part of any contract between GOSR and the Respondent. In the event that the terms of the RFP or proposal conflict with the contract, the contract terms shall control.

4. SERVICES

4.1 Scope of Services

The general descriptions of this Scope of Services are intended to provide a guideline for the Respondent in developing a proposed technical approach that will ensure successful completion of the Living Breakwaters project. The descriptions of this Scope of Services are expressed in generality, and it is expected that the Respondent's proposal shall supplement the Scope of Services and fully describe its technical approach to meet the stated goals and objectives of the Project, including a complete enumeration of the services and a full list of deliverables.

The Scope of Services to be provided through this RFP will support the implementation of the Project from design to completion and include the following:

- a. The Respondent shall provide services in the areas of Construction Management, including all related services, as described in this RFP and according to the design of the Project as preliminarily shown in Attachment 5 (Preliminary Design Documents dated 09/08/2017).
- b. The Respondent shall act on behalf of GOSR in coordinating all primary construction management responsibilities of the Project, including but not limited to design completion, procurement and other related services or supplies, phasing, and construction and progress payments oversight.
- c. The Respondent shall provide routine reporting and documentation to identify, assess, and mitigate risks and safety concerns to the Project.

- d. The Respondent shall attend site inspections, review and recommend approval of requests for payment, and review and manage project-related invoicing.
- e. The Respondent shall continuously evaluate relevant substitutes for cost reduction, monitor long lead items, materials, and systems in addition to analysing the Project requirements herein to allow for an expeditious completion of the Project.
- f. The Respondent shall review contract change proposals from the general contractor and negotiate on behalf GOSR. The Respondent shall make recommendations to GOSR regarding approval of contract changes.
- g. The Respondent shall assist GOSR with procurement efforts, including but not limited to development of scopes of work, identifying and evaluating potential vendors, reviewing price/cost proposals, and evaluating qualifications of potential General Contractors to be selected for the Project.
- h. The Respondent shall act on behalf of GOSR to manage a General Contractor and other consultants under contract to, or otherwise designated by GOSR.
- i. The Respondent shall advise in the procurement and management of subcontractors for the project if requested by GOSR.
- j. The Respondent shall participate in meetings with relevant stakeholders, including but not limited to, public agencies, other consultants, constituents, and residents.
- k. The Respondent shall assist GOSR with obtaining all permits and approvals necessary for the successful completion of the Project.
- l. The Respondent shall supervise and oversee the planning, coordination, and implementation of the project; ensure that construction work complies with the project design and schedule; and ensure that the project meets safety and quality standards.
- m. The Respondent shall review, document, and track the progress of implementing approved design drawings, plan sets, and as-builts.
- n. The Respondent shall provide onsite monitoring of construction activities and conduct routine daily inspections and oversight to ensure that construction meets design specifications and complies with all applicable codes, ordinances, and regulations.
- o. The Respondent shall provide assistance and support with all issues concerning the successful delivery of the project including but not limited to cost control and budget

management; schedule management; billing; vendor management; safety regulations, controls, and enforcement; audits and inspections; permitting; and facilitating the timely transmittal of project deliverables.

- p. The Respondent shall implement and utilize an Oracle Primavera based project controls system or some other similar tool to be approved by GOSR, to effectively track, monitor, capture, and report on the Project schedule, milestones, and expenditures.

4.2 Commencement of Services

Selected Respondent must be prepared to commence these services within thirty (30) days of the issuance of a Task order, at the direction of GOSR

4.3 Key Deliverables

The key deliverables to be provided include the following:

The Respondent shall prepare a construction project management and monitoring plan that clearly delineates, describes, and specifies the following:

- a. Scope, schedule, budget, cost reporting, project reporting, information technologies, communications, audit support, and information systems.
- b. Implement necessary financial controls required by GOSR to document CDBG-DR Grant Program compliance ensuring that all project related costs are tracked and documented in a timely and accurate manner.
- c. The Respondent shall create a strategic plan for all the components of the Project including the Project schedule, milestones, final design, procurement, mobilization, permits, installation, and construction for the successful completion of the Project within time and budget.
- d. The Respondent shall develop constructability analyses and value engineering reviews as requested.
- e. The Respondent shall conduct and document daily safety briefings for all on-site personnel.
- f. The Respondent shall provide onsite monitoring of construction activities and conduct routine daily inspections and oversight to ensure that construction meets design specifications and complies with all applicable codes, ordinances, and regulations.

- g. The Respondent shall maintain detailed daily logs and photographs and maintain a record of all activities conducted on site.
- h. The Respondent shall provide daily and monthly project status reports to document project status, completion of milestones, budgetary tracking, safety inspections, delivery of materials, and overall project compliance.
- i. The Respondent shall provide a comprehensive Technical Plan to ensure that all Project phases are completed and closed by no later than Fall 2021.
- j. Other deliverables requested by GOSR in connection with effectuating the required services.

4.4 Required Minimum Qualifications of Respondent

- 4.4.1 GOSR will consider only those proposals that meet any one (1) of the following criteria:
 - a) The Respondent must be a Minority and Women-Owned Business Enterprise (MWBE) certified by New York State; **or**
 - b) The Respondent must be a registered joint venture or have a valid legal agreement as a joint venture, with at least one (1) of the entities in the venture being a New York State-certified MWBE or with at least two (2) of the entities in the venture being a New York State-certified MBE and a New York State-certified WBE; **or**
 - c) The Respondent must indicate a commitment to a good faith effort to achieving HTFC's goal of subcontracting no less than 30% of any awarded job to a New York State-certified M/WBE for each and every project awarded. Refer to section 5.7.2.
 - d) In addition, in accordance with New York State Executive Law Article 17-B ("Article 17- B") governing NYS contracting requirements, HTFC hereby establishes a utilization goal of 6% for Service-Disabled Veteran-Owned Business ("SDVOB") participation.

- 4.4.2 Respondent has or will have, prior to work, all necessary licenses, certifications, approvals, and other needed credentials to perform work in New York State pursuant to this RFP.
- 4.4.3 Neither Respondent nor any person or entity associated or partnering with Respondent has been the subject of any adverse findings that may prevent GOSR from selecting Respondent. Such adverse findings may include, but are not limited to, the following:
- a) Negative findings from the New York State Inspector General, a Federal Inspector General, or from the U.S. Government Accountability Office, or from an Inspector General in another State
 - b) Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in New York or another State
 - c) Pending litigation with New York State, any other State, or a municipality located in New York or another State
 - d) Arson conviction or pending case
 - e) Harassment conviction or pending case
 - f) Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings
 - g) In rem foreclosure
 - h) Sale of tax lien or substantial tax arrears
 - i) Fair Housing violations or current litigation
 - j) Defaults under any Federal, State, or locally-sponsored program
 - k) A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent
 - l) Past or pending voluntary or involuntary bankruptcy proceeding
 - m) Conviction for fraud, bribery, or grand larceny
 - n) Listing on the Federal or State excluded parties lists

- 4.4.4 Respondent has adequate financial resources to perform the contract, or the ability to obtain them.
- 4.4.5 Respondent is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- 4.4.6 Respondent has a satisfactory performance record.
- 4.4.7 Respondent has a satisfactory record of integrity and business ethics.
- 4.4.8 Respondent has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- 4.4.9 Respondent has thoroughly reviewed the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), all pertinent Federal Register notices, and the New York State Action Plan and all amendments thereto.
- 4.4.10 Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. SELECTION CRITERIA AND REQUIREMENTS

5.1 Evaluation Methodology

GOSR will evaluate all proposals that are received in a proper and timely manner to determine whether they meet the submission requirements. GOSR will evaluate each proposal based on the “Best Value” concept. This means that the proposal which “optimizes quality, cost, and efficiency among responsive and responsible respondents” shall be selected for award (State Finance Law, Article 11, § 163).

GOSR, at its sole discretion, will determine which proposal best satisfies its requirements. All Proposals deemed to be responsive to the requirements of this RFP will be evaluated and scored for technical qualities and price. Proposals that are materially deficient in meeting the submission requirements of this RFP or have omitted material documents may be eliminated from consideration at the sole discretion of GOSR. The evaluation process will include separate technical and price evaluations.

GOSR reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the Respondent’s initial proposal should contain its best technical and price terms.

Proposals will be checked against the minimum qualifications and the following selection criteria.

Selection Criteria	Points Available
Project Experience and Capacity	35
Key Personnel	30
Approach and Methodology	25
Commitment to Compliance	10
TOTAL POINTS AVAILABLE	100

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

5.2 Cover Letter and Table of Contents

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

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

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

5.3 Executive Summary

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

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

Respondent shall provide financial statements for the previous two (2) years.

Submit a completed Respondent Overview form (page 1 of the Appendices for Request for Proposals) which includes the name, address, telephone, fax, and email of the Respondent and the names of all principals and staff that will be providing services, as

well as all proposed subcontractors and sub-consultants. Respondents are encouraged to provide specific opportunities and partnerships with minority-and/or women-owned business enterprises.

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

5.4 Project Experience and Capacity

The proposal shall include a Summary of prior work engagements evidencing directly related experience to the requested RFP scope. The Summary shall identify expertise in management of construction projects with similar size and scope within the last (5) years. Emphasis shall be placed on marine construction experience for grading and evaluation purposes. The Summary shall detail at least three (3), but no more than five (5), similar engagements with private and/or public sector clients of similar size and complexity that demonstrate direct experience with the scope of services to be provided.

A paragraph should accompany each referenced experience describing the Respondent's role on the relevant project(s) as well as any other contextual information. Respondents who have demonstrated experience and success in providing such services will be scored higher than those who do not.

Each example should include:

- a) Name of client organization;
- b) Description of the engagement and project objectives, including start and end dates, and relevance of the referenced assignment to that described in this RFP;
- c) Information regarding the assignment that would demonstrate successful experience by the client as a result of recommendations or actions taken by the Respondent (this may include performance metrics and improvements);
- d) Contact information for the client organization, including current and working contact information. Contact information shall include the address, telephone number, and email address.

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

- a) Role and experience of the subcontractor/partner in providing the requested services under the RFP;
- b) Summary of qualifications and experience of the relevant subcontractor/partner staff;
- c) Explanation of past engagements with proposed subcontractor/partner, if applicable;

- d) The anticipated percentage of work to be assigned to subcontractors;
- e) The allocation of work amongst the subcontractors; and
- f) Methods of handling quality assurance and monitoring the work of subcontractors.

Please note that all subcontractors and sub-consultants of the selected Respondent, prior to and after the issuance of a contract, will require the prior written approval of GOSR.

References. The Proposal shall include at least three (3) references for the Respondent and for all partners, sub-consultants, and subcontractors. Respondents are required to provide a reference for any construction management or marine construction management experience they list in this section. Each reference should include the name, title, company, address, phone number, and email address of the reference, and a brief summary of the relationship between the reference and the Respondent. Please do not list GOSR staff as references.

GOSR may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP, and the responsiveness of the Respondent to the client during the engagement. Information provided by references will be used by GOSR for submission evaluation purposes. References should be available and aware of their inclusion in the Respondent's submission and pending contact.

GOSR reserves the right to attempt, or not to attempt, to re-contact or notify Respondent of its inability to connect with references in an initial effort. GOSR is not responsible for the lack of responsiveness of the references listed by Respondents, and the State is not required to alert Respondents of a reference's unresponsiveness during the submission evaluation period. Inability to contact references will not be looked upon favorably. In addition, GOSR reserves the right to contact other sources not necessarily identified in the submission to obtain information about Respondents.

GOSR reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references.

5.5. Key Personnel

The following are descriptions and requirements for each of the key personnel that must be utilized in the Respondent's Proposal and, if awarded, the resulting contract:

***Senior Construction Manager** – Shall oversee and manage all construction management staff and act as the main point of contact with the GOSR team, the design team, and the general contractor. Shall provide assistance and support with all issues concerning the successful delivery of the project including but not limited to cost control and budget management; schedule management; billing; vendor management; safety regulations, controls, and enforcement; audits and*

inspections; permitting; and facilitating the timely transmittal of project deliverables. This position will require routine communication and meetings with GOSR and all project staff both on and off site in addition to engaging with the public. Requires an Engineering or Construction Management related degree and ten (10) – fifteen (15) years of experience in construction management on jobs of similar size and scope. A P.E. license and experience with marine construction and public-sector construction projects is preferred.

Construction Manager – *Shall act as deputy for the Senior Construction Manager to ensure successful delivery of the project from construction through completion. This position will require an advanced understanding of design drawings, plan sets, and as-builts; permitting; scheduling; a strong knowledge of construction materials, processes, and equipment; audits and inspections; and an advanced understanding of risk management and construction-related safety regulations. This position will require routine communication and meetings with GOSR and all project staff both on and off site in addition to engaging with the public. Requires Engineering or Construction Management related degree and five (5) – ten (10) years of experience in construction management on jobs of similar size and scope. A P.E. license and experience with marine construction and public-sector construction projects is preferred.*

Resident Engineer – *Shall supervise and oversee the planning, coordination, and implementation of the project; ensure that construction work complies with the project design and schedule; and ensure that the project meets safety and quality standards. Position shall conduct and document daily safety briefings for all on-site personnel. Position will require an advanced ability to understand and implement design drawings, plan sets, and as-builts; a strong knowledge of construction materials, processes, and equipment; an advanced understanding of risk management and construction-related safety regulations; CADD experience; ability to manage and implement safety controls; and the ability to manage multiple staff members from various disciplines. Requires at least ten (10) years of experience on jobs of similar size and scope and a P.E. license. Experience with marine construction and public-sector construction projects is preferred.*

Construction Inspector – *Shall provide onsite monitoring of construction activities and conduct routine daily inspections and oversight to ensure that construction meets design specifications and complies with all applicable codes, ordinances, and regulations. Inspector shall maintain detailed daily logs and photographs and maintain a record of all activities conducted on site. Position will require an advanced ability to understand design drawings, plan sets, and as-builts; a strong knowledge of construction materials, processes, and equipment; an advanced understanding of risk management and construction-related safety regulations; ability to manage and implement safety controls; and the ability to manage multiple*

staff members from various disciplines. Requires five (5) – ten (10) years of relevant experience. Experience with marine construction and public-sector construction projects is preferred.

***Administrator** – Shall conduct construction administration activities and develop reports to monitor the project progress, payment schedule(s), and execution of project deliverables and reports. This position requires strong written and verbal communication skills and advanced computer-related knowledge. The administrator shall assist with confirming that all project milestones are met; assist in responding to all requests for information; confirm that all project records and paperwork are documented and available to GOSR; and assist in facilitating the delivery of all project-related materials to the project site. A Bachelor's degree, at least five (5) years of related experience, and a strong working knowledge of Primavera Contract Management software is highly desired. The administrator will be required to use Primavera.*

Respondent must attach the résumés and professional qualifications of the Respondent's key personnel. Degrees, certifications, licenses, and years of relevant experience shall be included. Respondent shall also specifically identify whether staff proposed in these positions are currently employed by the Respondent.

Respondent must include acknowledgement that, if selected, the Respondent has the capacity to respond with sufficient key and line staff and that staff approved by GOSR, as part of the contract, will be available for subsequent assignments.

Respondent must provide an organizational chart that shows how and by whom the functions will be performed.

Key Personnel section will be scored based on the quality of the submissions for the five key personnel, including but not limited to: qualifications and education requirements; length of employment and history of proposed staff with the Respondent firm; history of working together on similar programs; references; past performance history; and ability to meet cost and schedule commitments on similar programs.

If the Respondent chooses to include additional labor categories for ancillary work needed to effectuate the requested services of the RFP, the Respondent must do so in the context of Alternate Cost Structure. Refer to Section 5.8 of the RFP. For every additional labor category proposed, Respondent must provide at a minimum, a description of the labor category, inclusive of the minimum education and experience qualifications, relevance to the Project, and why the additions are necessary. Include resumes and professional qualifications of all additional staff.

GOSR reserves the right to allow additional negotiated rates for ancillary work as necessary.

5.6. Approach and Methodology

Respondents that present a clear and straightforward work plan for all aspects of execution of services, which is based on a well-defined timeline for delivery of key goals and objectives, and places emphasis on high standards for the delivery of services in expectation of meeting or exceeding these goals, will score higher than those who do not.

The proposal shall explain how the Respondent will achieve the goals, objectives, tasks, and deliverables outlined in this RFP, including a detailed narrative describing the unique process which the Respondent would apply to manage the construction of the Living Breakwaters. The proposal shall address why the proposed approach is appropriate and suited for the specific RFP scope.

Proposals must provide examples of how the proposed approach has achieved success in specific, relevant projects for public or private sector organizations similar in size and complexity to New York State government. This section must contain enough information to ascertain the success of the projects accomplished by the Respondent, and shall include the metrics and factors used to demonstrate that those projects and the Respondent's approach were indeed successful.

Respondent shall provide a detailed approach for establishing a construction management plan for the Living Breakwaters project. The proposal shall describe the Respondent's approach to identifying risks and mitigation measures, its approach to making implementation recommendations, and a description of its management and quality control measures. The proposal shall include samples of existing or planned methodologies that will support the project or program, including plans, reports, tools, and other aspects related to implementation of this work, and shall include specific procedures for ensuring compliance with all federal and state legal requirements related to this scope and operations with and for GOSR.

5.7. Commitment to Complying with all Applicable Federal, State, and Local Regulations

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

- Form HUD-60002 Section 3 Summary Report
- Form PROC-1 Equal Employment Opportunity Staffing Plan
- Form PROC-2 M/WBE Utilization Plan

- Form PROC-4 M/WBE and EEO Policy Statement
- Form PROC-8 EEOC Statement
- Attachment - Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

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

5.4.1 New York State Law

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

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

5.4.2 Business Participation Opportunities for MWBEs

GOSR is committed to achieving significant MWBE participation in its contracts and will use good faith efforts to ensure that qualified MWBE firms

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

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

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

Include the following in the Respondent’s submission:

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

Respondent would suggest structuring such an arrangement and allocating services and fees between the firms participating in the arrangement.

- d) Provide a plan for ensuring the participation of minority group members and women in accordance with the Participation by Minority Group Members and Women Requirements and Procedures for Contracts with HTFC, attached hereto as Appendix III of the RFP Appendices.

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

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

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

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

A “Section 3 resident” is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended. A “Section 3 business concern” is a business that can provide evidence that they meet one of the follow criteria: 1) 51% or more owned by Section 3 residents; or 2) at least 30%

of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

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

5.8. Price Proposal

Complete the Price Proposal Form in its entirety (Attachment 1):

- a) Do not make any changes to the Price Proposal Form.
- b) Include one rate for each labor category noted on the Price Proposal Form. A single blended rate for all titles cannot be proposed and will not be evaluated.
- c) The Price Proposal Form must include the hourly rate (U.S. dollars) for each title described, including multipliers. Each rate must be presented as a fixed dollar amount.
- d) Rates included in the Price Proposal Form should be the Respondent's lowest discounted governmental rates.
- e) Hourly fees are all inclusive rates and must include any reproduction, travel, postage, or other expenses. GOSR reserves the right to request a breakdown of the billing rate if GOSR deems it necessary.
- f) The Price Proposal Form must include a Total Proposal Price.
- g) The Price Proposal Form should be signed by the individual who signs the proposal cover page.

Respondents that regularly use pricing models other than what is required above may elect to submit an Alternate Cost Structure ("ACS") **in addition** to their completed Price Proposal Form. Respondents that do not submit a completed Price Proposal Form cannot be considered and will not be evaluated.

The ACS should clearly describe the pricing model used and provide a clear explanation of how the rates proposed on the Price Proposal Form correlate to the described ACS fees. Any additional labor categories being proposed by the Respondent must be specified in the ACS and must include at a minimum, title, rates, multipliers, and estimated hours for completion of the Project.

ACS information may be used, at the sole discretion of GOSR, when negotiating a contract with the selected Respondent. GOSR reserves the right to allow additional negotiated rates for ancillary work as necessary.

GOSR reserves the right to select any payment structure that is in the best interest of the State of New York.

All proposal prices shall remain valid until contract execution.

5.9. Finalist Interview

GOSR reserves the right, at its sole discretion, to invite qualified Respondents to a finalist interview at a time and place chosen by GOSR. If GOSR elects to conduct finalist interviews, Respondents will be required to give a strictly timed presentation. This presentation should highlight Construction Management Services provided for similar organizations and projects of similar size and scope and address any clarification/supplementary information requests by GOSR. GOSR may alter the scoring of a qualified Respondent's proposal based upon the presentation. GOSR, at its sole discretion, may choose the time and place of this interview. Respondents are responsible for all costs or expenses incurred to attend such interview.

5.10. Basis for Contract Award

A contract will be awarded to the responsible Respondent whose proposal is determined to be the most advantageous to the State, taking into consideration the price and such other factors or criteria which are set forth in this RFP. GOSR will establish a shortlist, either through a natural break in scores or a technically viable cut-off score. GOSR shall consider the price proposals of only those proposals that have made the cut off. The award will be based on lowest price per technical point, which shall be calculated by dividing the total proposed price (or Best and Final Offer price, if applicable) by the final technical score. GOSR intends to make one (1) award under this RFP. The State does not guarantee any minimum services to any one contractor in the event of multiple awards.

5.11. Vendor Responsibility

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

Note that being included as a finalist does not represent a finding of responsibility for a particular procurement. Rather, GOSR will make a responsibility determination between the time of bid opening or receipt of proposals for a specific procurement and contract award. A finalist determined to be non-responsible shall no longer be considered.

5.12. Affirmation of Understanding

Complete and sign the Affirmation of Understanding and Agreement Pursuant to

State Finance Law § 139-j (3) and § 139-j (6) (b), attached hereto as Appendix A (a form in Appendices).

5.13. Offeror Disclosure of Prior Non-Responsibility Determinations

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

5.14. Non-Collusive Bidding Certification

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

5.15. Requirements of Legal Entities

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

5.16. General Federal Grant Requirements

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

5.17. HUD General Provisions

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

*Note: An updated Appendices with updated contract provisions for 2 CFR Part 200 are on the GOSR website as part of this RFP. Attachment 3 which contains the updated contract provisions are included in this RFP for your convenience.

5.18. Standard Clauses for Contracts with HTFC

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

shall adhere to the terms and conditions set forth at Appendix II, and any subsequent changes deemed appropriate by HTFC.

5.19. Iran Divestment Act

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

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

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

6. ATTACHMENTS AND APPENDICES

Attachment 1 – Price Proposal Form

Attachment 2 – Insurance Requirements

Attachment 3 – Contract Provisions for 2 CFR Part 200

Attachment 4 – Request for Proposals (RFP) Checklist

Attachment 5 – Preliminary Design Documents dated 09/08/2017 (60% completed)

Appendix A (Form) – Affirmation of Understanding and Agreement Pursuant to State Finance

Law §139-j (3) and § 139-j (6) (b)

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

Appendix I of the RFP Appendices – HUD General Provisions

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

Appendix III of the RFP Appendices – Diversity Forms

Appendix IV of the RFP Appendices – Construction Requirements and Procedures for
Contracts

with Housing Trust Fund Corporation

Appendix A – Standard Clauses for NYS Contracts

Attachment 1

Price Proposal Form – REQUIRED

Rebuild by Design: Living Breakwaters, Construction Management Services

Firm Name: _____

Title	Hourly Pay Rate	Multiplier	All-Inclusive Hourly Billing Rate	Estimated # of Hours* (assume 7280 hours)	Extended Cost
Senior Construction Manager				7280	
Construction Manager				7280	
Resident Engineer				7280	
Construction Inspector				7280	
Administrator				7280	
Total Proposal Price					

*The Estimated # of Hours provided are for comparison purposes only. Actual contract amount may be less or greater than the total proposal price.

Name: _____

Signature: _____

Date: _____

Attachment 2 - Insurance Requirements

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

- i. Commercial General Liability Insurance. In an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, bodily injury (including death) and property damage combined; One Million Dollars (\$1,000,000.00) per occurrence for personal and advertising injury; Two Million Dollars (\$2,000,000.00) products/completed operations aggregate; and Two Million Dollars (\$2,000,000.00) per location aggregate. Such insurance shall be written on an "occurrence" basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name HTFC, the State of New York, and all "benefitted parties" as "Additional Insureds".
- ii. Comprehensive Automobile Liability. In an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to Contractor's activity or performance under the Agreement, the Services or Scope of Services, or any Work Order(s).
- iii. Workers' Compensation Insurance and Disability Benefits Insurance. Covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York.
- iv. Standard "All Risk" Property Insurance covering all equipment and material (owned, borrowed or leased by Vendor or its employees) utilized and/or related to Vendor's activity or performance under the Agreement, the Services or Scope of Services, or any Work Order(s), to the full replacement value, and which shall allow for a waiver of subrogation in favor of HTFC. Vendor hereby agrees to waive its right of subrogation against HTFC. Failure of the Contractor to secure and maintain adequate coverage shall not obligate HTFC, its agents or employees, for any losses.
- v. Excess Liability Insurance. In an amount not less than Eight Million Dollars (\$8,000,000.00) per occurrence and Eight Million Dollars (\$8,000,000.00) per location aggregate limit, applying on a primary,

non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess over all limits and coverages noted in paragraphs (i) and (ii) above. This policy shall be written on an “occurrence” basis and shall be endorsed to name HTFC and the State of New York as “Additional Insureds”.

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

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

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

An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers’ Compensation Insurance and

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

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

Indemnification Provisions:

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

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

any level or tier or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

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

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

For construction, environmental remediation/mitigation, or other work in which HTFC has entered into this contract to perform the work on behalf of homeowners or others who may be determined to be third party beneficiaries of this contract ("benefitted parties"), all of the indemnification provisions set forth herein shall expressly extend to such "benefitted parties" in like manner and degree as to HTFC.

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

Attachment 3 - Contract Provisions for 2 CFR Part 200

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of December 30, 2016

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

Title 2: Grants and Agreements

[PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND
AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#)

[Subpart F—Audit Requirements](#)

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal

entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

(J) See §200.322 Procurement of recovered materials.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Attachment 4

Request for Proposals (RFP) Checklist

Rebuild by Design: Living Breakwaters, Construction Management Services

Required Proposal Content:

- Cover Letter and Table of Contents
- Executive Summary
- Project Experience and Capacity
- Key Personnel
- Approach and Methodology
- A Statement of Commitment to Compliance
- Price Proposal with Completed Price Proposal Form (Separate from Technical Proposal)

Required Forms and Information:

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