



**Governor's Office of
Storm Recovery**

ANDREW M. CUOMO
Governor

HOUSING TRUST FUND CORPORATION

Request for Qualifications ("RFQ")

for

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

Developer Services

RFQ # 201807_070

August 7, 2018

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1. OVERVIEW OF THE REQUIREMENT

The purpose of this Request for Qualifications (“RFQ”) is to establish a list of pre-qualified developers eligible to participate in subsequent competitions for the provision of services for specified scope, primarily related to the rehabilitation and elevation of existing residential community facilities, new construction of ancillary residential community facilities, and surrounding residential community facilities. The specified scope is expected to occur at North Shore Towers of the Binghamton Public Housing Authority, Channel Park Homes of the Long Beach Public Housing Authority, Mill River at the Town of Hempstead Public Housing Authority, and Inwood Gardens at the Town of Hempstead Public Housing Authority. The aforementioned sites shall be known as the “impact sites”. The scope of work is expected to be funded in connection with the administration of U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113 2). This Request for Qualifications (“RFQ”) is issued in accordance with the Procurement and Contract Guidelines of GOSR and in compliance with [Section 2879a of the New York Public Authorities Law](#).

Based on the review of the RFQ Applications, the Governor’s Office of Storm Recovery (“GOSR”) of the Housing Trust Fund Corporation (“HTFC”) intends to establish a Pre-Qualified List (“PQL”) of developers eligible to compete in order to enter into an agreement(s) to provide services as a developer on behalf of the GOSR’s Housing Programs. These programs are aimed at the long-term recovery of communities impacted by Superstorm Sandy, Hurricane Irene, and Tropical Storm Lee. GOSR’s programs will assist approximately 10,000 residents in up to 34 counties in New York State, and will contribute to essential investments in community infrastructure and resources.

This RFQ seeks to identify developers who partner with management of impact sites and GOSR to complete scope related to rehabilitation of or construction of residential facilities at the specified impact sites and upon completion, will transfer management of the facilities to the respective housing authorities.

Qualified firms are encouraged to take advantage of this opportunity and to submit an Application to this RFQ detailing their qualifications. The RFQ process is designed to ensure that bids for the various projects are received from contractors who possess the requisite prior experience and meet the requirements of the RFQ to participate in subsequent competitions generally related to scope described in the Phase 2 application (Attachment 2).

2. BACKGROUND INFORMATION

In June 2013, Governor Andrew M. Cuomo established GOSR as an office within HTFC to maximize the coordination of recovery and rebuilding efforts in storm-affected municipalities throughout New York State and directed it to administer CDBG-DR funds. GOSR administers the program through a variety of organizations and municipalities through subrecipient agreements. GOSR also directly administers activities through contractors or other vendors. The developer services to be procured through this RFQ will support the implementation and administration for the Affordable Housing Program for which CDBG-DR funds will be used.

In 2015, the United States Department of Housing and Urban Development (HUD) created and sponsored the National Disaster Resilience (NDR) Competition to promote risk assessment, encourage planning, and fund innovative resiliency projects to help communities be better prepared for extreme weather events. Through this competitive process, HUD made \$1 billion available to communities that have been struck by natural disasters. The NDR Competition was structured with two phases: (1) the Phase 1 “Framing Phase” and (2) the Phase 2 “Implementation Phase.” The competition was structured to guide applicants in the framing phase through broad consideration of their disaster recovery needs, vulnerabilities, stakeholder interests, resilience, and other community development investment alternatives.

After review of Phase 1 applications, HUD invited the State of New York to submit a Phase 2 proposal. The Phase 2 application named specific public housing sites targeted for improvements and implementation partners. In 2017, HUD awarded GOSR \$35.8 million dollars in Community Development Block Grant – National Disaster Resilience (CDBG-NDR) funds to the State of New York to fund the Public Housing Resiliency Pilot Project, a program of public housing resilience improvements and workforce development. The program is designed to address the needs of highly vulnerable, low and middle income public housing residents located in coastal and riverine communities.

Respondents to this RFQ should thoroughly review the New York State Phase II Application for Community Development Block Grant Disaster Recovery and all amendments thereto, as well as all Federal Register notices related to the CDBG-DR funds. Developer services include but are not limited to Architecture/Engineering, Coordination with Stakeholders, Consultation to GOSR, Development Meetings and Monitoring and Compliance components; refer to section 4 (Scope of Services) for further details.

The Phase 2 Application and all applicable amendments are available on the GOSR website at: <http://stormrecovery.ny.gov/funding/action-plans-amendments>

3. RFQ PROCESS AND ADMINISTRATIVE REQUIREMENTS

3.1 RFQ 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 Application Period

This RFQ is released on August 7, 2018. Respondents may submit their Applications at any time. However, Respondents are strongly encouraged to submit their Applications as soon as possible. The RFQ will remain open for Application submissions until **October 1, 2018, or until GOSR has received an adequate number of responses.** GOSR reserves the right to extend the Application period where necessary. Only those Respondents who have received a notice of admission to the PQL at the time of a bid or proposal solicitation release will be able to participate in that bid or solicitation. GOSR intends to issue a notice of admission or denial within approximately ninety (90) days from the date of submission of a complete Application.

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

3.3 Pre - Qualifications Review Stages

Review of Applications will be conducted by GOSR.

Stage 1: Applications will be checked for compliance with the required minimum qualifications in section 5.1.

Stage 2: Application will be assessed against the Selection Criteria as stated in the RFQ. GOSR reserves the right to interview the Respondent when reviewing these criteria for clarification purposes.

Stage 3: Reference checks will be done by GOSR during the pre-qualifications review and may be done during the term of the PQL to confirm any information submitted by the Respondent. GOSR reserves the right to contact references other than those provided by the Respondent. If any of the references are unsatisfactory to GOSR, the Respondent may be excluded or removed from the PQL in GOSR's sole discretion.

Stage 4: The Respondent will be notified in writing of their status on the PQL. If a Respondent is denied admission to the PQL, GOSR will state the reasons upon which the determination is based. A Respondent who has been previously denied may reapply by submitting a new Application.

3.4 Use of Pre-Qualified List (“PQL”)

The guidelines set out in this section regarding the use of the PQL are subject to change from time to time as GOSR may deem necessary, without notice to the developers on the PQL. This PQL is solely to be used by GOSR and is not an endorsement of any developer for any work contemplated outside of this RFQ.

- 3.4.1 **PQL Effective Date:** The PQL will be in effect until **June 30, 2019**. GOSR reserves the right to extend effective date of the PQL. GOSR may, in its sole discretion, from time to time, use the PQL in connection with specific projects or assignments.
- 3.4.2 **Selection Criteria:** The criteria for selecting a Pre-Qualified Developer (“PQD”) for each project or task will vary, depending upon the requirements of the applicable project or task, and could involve requiring Respondent’s personnel/partners to have a certain demonstrated experience and proficiency level in scope identified generally in Section 4, or otherwise specified as necessary in advance of the issuance of a subsequent Request for Proposals (“RFP”) and/or other selection methods to the PQL. For the purposes of this RFQ, “PQD” shall mean a developer who has been admitted to the PQL. Any agreements entered into with a PQD will be between HTFC and the PQD, with a certification that all HTFC-related and CDBG-DR-related requirements must be adhered to by all partners, in association of, or under the purview of the PQD.
- 3.4.3 **Insurance and Indemnification:** An example of various insurance requirements that may be required is referenced in Attachment 4 of this RFQ. GOSR, at its sole discretion, will consider alternative insurance requirements.
- 3.4.4 **Selection of Partners:** Respondents must comply with Attachment 3 (DEVELOPMENT REQUIREMENTS - Professional Service Contract Requirements). Identify your partner and your partner selection process in response to the RFQ. Respondents will be asked for information on updated partners and how they were selected in response to any subsequent solicitations. Generally, Respondents must identify a subordinate partner at the time of the response to the RFQ or identify a method of securing a partner through a publicized, competitive process.

3.4.5 **Selection of PQD:** GOSR may select a PQD from the PQL using one or more of the following selection methods:

- a. If the estimated Contract value is less than or equal to \$150,000, GOSR may, in its sole discretion, use a competitive selection process amongst a minimum of two to three PQDs that evaluates each PQD's available qualified personnel/partners, proposed approach, pricing, or other elements required for the project or assignment. GOSR may, in its sole discretion, consider other PQDs' available personnel/partners that, in GOSR's sole opinion, meet GOSR's qualification criteria for the project or assignment (e.g., specialization, experience level, etc.).
- b. If the estimated Contract value is more than \$150,000, all PQD's determined to be qualified for the solicitation scope will be invited to submit specific responses to the solicitation.
- c. GOSR may not necessarily select the PQD offering the lowest rates, and may also review the qualifications or other criteria required for a specific project.
- d. GOSR has no obligation to:
 - i. inquire as to the availability of substitute personnel/partners when advised by a PQD that the personnel/partners named on the PQL is/are not available for a particular project;
 - ii. evaluate or accept any substitute personnel/partners proposed by a PQD;
 - iii. enter into a Contract with any one or more PQDs; or
 - iv. invite any one or more PQDs to participate in competitive processes for a Contract.
- e. GOSR reserves the right, in its sole discretion, to:
 - i. employ open competitions that include developers external to the PQL;
 - ii. otherwise engage developers external to the PQL in connection with any project required by GOSR; and
 - iii. at any time, cancel, revive, extend, or expand the PQL.

3.4.6 **Contracts/Agreements:** A PQD, if selected for award by GOSR as a result of a subsequent solicitation, must enter into a Developer Agreement (DA); i.e.,

Contract with HTFC. The DA entered into with GOSR will include information that will generally include:

- Total Contract Amount
- Payment Schedule
- Timeline and Milestones

Where applicable, the budget should include:

- Total Development Costs
- Hard and Soft Costs
- Developer Fee, Building Fee, Allowances
- Contingency
- Professional Fees
- Working Capital and Reserve

The DA shall also include a timeframe to complete the project.

- 3.4.7 Immediately, during the period that the PQL is in effect, advise GOSR of any material changes to the information contained in their Application. In addition, at the time of submitting any bid or proposal in response to a solicitation from a PQL, PQDs shall affirm that there has been no change in the information included in the Application, or shall supply such changed information.
- 3.4.8 **Removal from PQL:** GOSR has the sole discretion to remove a PQD from the PQL at any time for any reason or for no reason.
- 3.4.9 **Admission to PQL:** GOSR may, in its sole discretion, consider subsequent requests for inclusion on the PQL during the term of the PQL. Any such requests will be subject to those Respondents submitting their qualification information for review in the same manner as originally outlined in this RFQ.

3.5 Respondents' Questions

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

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

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

3.6 Procurement Lobbying Provisions

Pursuant to State Finance Law §§ 139-j and 139-k, this RFQ 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 RFQ Coordinator and/or its designees, 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 Developer to whom a contract is to be awarded. The Lobbying Law requires that proposed Developers disclose findings of non-responsibility against them by any other governmental agency within the previous four years. Certain findings of non-responsibility can result in a rejection for contract award and, in the event of two (2) findings within a four-year period, the Respondent will be rendered ineligible (debarred) to submit a proposal for, or be awarded, any procurement contract for a period of four (4) years from the date of the second final determination of non-responsibility. Contacts by 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**

3.7 Conflicts of Interest

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

In the event of real or apparent of conflicts of interest, GOSR reserves the right to impose additional conditions upon developers. The selected developer will be subject to the provisions on conflicts of interest set forth in section 74 of the New York State Public Officers Law. Contractor shall immediately inform GOSR in writing of actual or potential conflict of interest that arises under a contract. GOSR reserves the right to cancel any contract awarded pursuant to subsequent solicitations 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.

3.8 Submission Format

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

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

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

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

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

There is a 40-page total limit except that résumés, curricula vitae, appendices that document relevant work performed, and screen shots of potential management systems do not count against the page limit. Respondents are encouraged to submit only relevant and necessary information.

GOSR will consider Applications to this RFQ which are submitted in a consistent and easily comparable format. Submissions not organized in the manner set forth in this RFQ 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 Application.

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

3.9 Changes to Application Wording

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

3.10 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.

3.11 Respondent's Expenses

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

3.12 Notice of Pre-Qualification

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

3.13 Acceptance of Applications

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

3.14 PQL Not Binding

A PQD may withdraw its name from the PQL by notifying GOSR in writing. GOSR may withdraw the name of a PQD from the PQL by notifying that PQD in writing.

3.15 Modification of Terms

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

3.16 Ownership of Applications

All documents, including Applications 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*.

3.17 Proprietary Information

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

3.18 Confidentiality of Information

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

3.19 Collection and Use of Personal Information

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

4. SERVICES

4.1. Scope of Work

The scope of work to be provided by the Respondent is to perform developer services, including, but not limited to, the rehabilitation and elevation of existing community facilities, the construction of ancillary residential community facilities, and the implementation of resiliency improvements at residential community facilities.

General tasks to complete the scope of work include but may not be limited to the following:

- a. **Architecture/Engineering:** Consult with the architect, engineer, and/or designer of record for the proposed plans, clarify any issue with the scope, and secure necessary permits to implement scope. Contract with the architect, engineer, and/or designer of record where necessary.
- b. **Coordination with Stakeholders:** Consult with the local housing authority to secure access to the site, and to confirm a timeframe for making necessary improvements. Coordinate actions to mitigate for housing authority, resident, and local stakeholder concerns.
- c. **Consultation to GOSR:** Assist GOSR with implementing the overall scope for the Program.
- d. **Development:** Coordinate all aspects of the development of scope at the impact site by coordinating the functions of each of the development team members which shall include holding all contracts necessary to complete the work and will address any issues at the work site. Provide deliverables to GOSR personnel and GOSR-assigned partners regarding the implementation of scope identified at the impact site, including, but not limited to, project development and management, right of entry, site control, resident issues, services, and applicable statutory, regulatory, or policy requirements.
- e. **Meetings:** Participate in project development meetings which will result in a development timetable, and participate in subsequent meetings with GOSR and GOSR-invited partners and stakeholders, as necessary to provide project updates and to resolve issues.
- f. **Monitoring and Compliance:** Ensure that all required reporting requirements detailed in the Developer Agreement have been met. Submit monthly construction progress reports in a format detailed in Attachment 5

(DEVELOPMENT REQUIREMENTS – Construction Monitoring Requirements).

4.2. Minimum Qualifications of Respondent

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

Respondents must identify:

- the legal name of the entity responding;
- the Respondent's Federal Employer Identification Number (EIN), DUNS number, and / or Department of State (DOS) Charities Registration Number.

4.2.2 Respondent must indicate a commitment to a good faith effort to achieving HTFC's goal of 30% of any awarded job to a New York State certified Minority- and Women-owned Business Enterprise (MWBE) for each project awarded (15% to New York State-certified MBE and 15% to New York State-certified WBE). Refer to section 5.7.2.

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

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

4.2.3 Respondent must indicate a commitment to compliance with Section 3.4.4. (Selection of Partners) of this RFQ by outlining partners at the time of Application or a method of securing a partner through a publicized, competitive process.

4.2.4 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

4.2.5 Respondent has adequate financial resources to perform any subsequent contract, or the ability to obtain them. Submit an audited financial report for the two (2) most recent fiscal years of the Respondent. If unavailable, clearly state the reason as to the unavailability of said documentation and provide equivalent alternative financial materials upon submission of your Application.

Respondent should have access to adequate financial resources to pay for costs incurred for no fewer than 60 business days.

4.2.6 Respondent is otherwise qualified and eligible to be on a PQL under applicable laws and regulations.

4.2.7 Respondent has a satisfactory performance record.

4.2.8 Respondent has a satisfactory record of integrity and business ethics.

4.2.9 Respondent has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

4.2.10 Respondent has thoroughly reviewed the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), all pertinent Federal Register notices, and the New York State Action Plan and all amendments thereto.

5. SELECTION CRITERIA AND SUBMISSION REQUIREMENTS

Applications will be checked against the minimum qualifications referenced in Section 5.1. Applications meeting the minimum qualifications will be further assessed against the following selection criteria below. The names of successful Respondents will be added to the PQL.

Selection Criteria	Points Available
Project Experience	30
Key Personnel	20
Approach and Methodology	30
Capacity	10
Commitment to Complying with all applicable Regulations	10
TOTAL POINTS AVAILABLE	100

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

5.1 Cover Letter and Table of Contents

- Provide a cover letter that includes a certification that the information submitted in and with the submission is true and accurate, and that the person signing the cover letter is authorized to submit the application on behalf of the Respondent.
- Provide a table of contents that clearly identifies the location of all material within the submission by section and page number.
- Specify the primary contact person for the Respondent (name, title, location, telephone number, and email address).

5.2 Executive Summary

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

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

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

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

Respondent shall 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 Principal for the Respondent and any proposed sub-consultant firm(s). Respondents are encouraged to provide specific opportunities and partnerships with minority-and/or women-owned business enterprises.

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

5.3 Project Experience

Identify engagement with entities comparable to New York State for which the Respondent provides, or has provided, similar developer services within the last (5) years. Detail three (3) similar engagements with clients of similar size and complexity to the State that would demonstrate that the Respondent can provide the services.

Respondent should clearly identify their experience performing large-scale affordable housing new construction or rehabilitation in the past, or clearly demonstrate that the Respondent is partnering with someone/firm(s) who have the requisite experience.

Respondent will be scored on the Respondent's demonstrated experience in executing and delivering developer services.

Respondent should detail relevant project experience in housing preservation or housing rehabilitation.

Each example should include:

- 5.3.1. Name of client organization;
- 5.3.2. Description of the engagement and project objectives, including start and end dates, and relevance of the referenced assignment to this RFQ;
- 5.3.3. Information regarding the project that would demonstrate successes experienced by the client as a result of the recommendations (this may include performance metrics and improvements);
- 5.3.4. Reference contact information for the client organization with current and working contact information. Contact information shall include the address, telephone number and email address.

If the Respondent has any experience with HCR (Homes and Community Renewal) or HPD (Housing Preservation and Development) / HDC (Housing Development

Corporation) funded project(s), include a brief description of such experience.

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

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

References. A paragraph should accompany each reference describing the Respondent's role on the relevant project(s) as well as any other contextual information. GOSR may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFQ, and the responsiveness of the Respondent to the client during the engagement. Information provided by references will be used by 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, depending on what the State deems to be the most effective and efficient manner.

5.4 Key Personnel

Respondent shall identify all key personnel involved in performing the scope work identified in Section 4. Attach the résumés and professional qualifications for all of the Respondent's Key Personnel being proposed for assignment to GOSR projects including degrees, certifications, licenses and years of relevant experience for evaluation.

Respondents must provide a description of the Development Team member(s) responsible for completing key project tasks, particularly pre-development coordination, construction supervision, organizational filings, and management.

The labor categories must include **all three (3)** required position titles identified in this section below. The Respondent should propose additional labor categories outside of the three identified as Key Personnel below and discuss the need for specific roles to perform the scope of services.

For all labor categories not listed in this section below, the Respondent must provide at a minimum, a description of the additional labor category, inclusive of the minimum education and experience qualifications, relevance to the scope, and why the additional labor categories are necessary.

Provide an organizational chart that shows each staff member and include what function they will be performing.

The required positions are as follows:

5.4.1. Manager / Developer

The Manager/Developer would be responsible for reporting to GOSR staff on large contractual issues. They would participate in contract negotiations and engage GOSR when significant scope or change of work order is needed. The Manager/Developer must have at least five years of experience in relevant services—Architecture and Engineering (A/E) design—to public entities (which include federal, state, or local agencies or public authorities within the United States) including, but not limited to, those services outlined in the RFQ.

5.4.2. Project Manager

The Project Manager, reporting to the Manager/Developer, will coordinate and delegate the assignments to the Contractor's staff, and serve as the point of contact for GOSR staff. The Project Manager will be responsible for promptly notifying GOSR and the designated Construction Management Firm (CMF) upon completion of the work to request a clearance inspection of the work area. The Project Manager will be responsible for prompt reporting of any issues or potential issues regarding work scope, product, or conflict to GOSR. The Project Manager must have at least four years of experience in relevant services (A/E design services) including, but not limited to, those services outlined in this RFQ.

5.4.3. Reporting/Compliance Manager

The Reporting/Compliance Manager, working under the Project Manager, will be responsible for the establishment, implementation, monitoring and

enforcement of the Respondent's construction monitoring and compliance reporting regime as well as maintain any responsibility for quality control of the project development. The Reporting/Compliance Manager must have at least three years of experience in relevant services with a minimum of one-year experience with public sector projects.

The Development Team experience and qualification shall have appropriate and adequate skill and experience to support the GOSR program and will be evaluated based on the parameters below:

- Key strengths, skills and competencies.
- Successful completion, marketing and lease-up of comparable projects.
- Experience working with a variety of financing tools in complex capital structures.

5.5 Approach and Methodology

Respondents should submit a clear and straightforward work plan methodology for all aspects of execution of residential development services, which is based on a well-defined conceptual 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. Respondents must clearly identify the ability to provide sufficient capacity for the efficient and timely implementation and administration of the program, to include all professional development services identified in the scope of services. Include a description of the Respondent's management and quality control measures to be utilized. Respondents who demonstrate that they have the staff and many of the deliverables already in place to begin serving disaster-impacted New Yorkers immediately will be scored higher than those who need more time, or whose responses are vague. The technical approach shall also identify expected costing and expected cost methodology for standard residential construction projects.

Technical Approach and Work Plan is limited to no more than five pages.

5.6 Capacity

Respondents should submit documentation supporting their capacity to respond to subsequent solicitations which will include the following.

- A statement concerning the overall appeal of development plan, and vision and consistency with the objectives set forth in this RFQ.
- Predevelopment and development timeline.
- Identification of relevant issues, constraints, and challenges in carrying out the proposed development vision.

- Strength and feasibility of financing and development strategy.
- Submit an audited financial report for the two (2) most recent fiscal years of the Respondent. If unavailable, clearly state the reason as to the unavailability of said documentation and provide equivalent alternative financial materials upon submission of your Application.

This section must also include acknowledgement that, if selected, the Respondent has the capacity to respond with sufficient staff and that staff approved by GOSR would be available for subsequent assignments as necessary.

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 RFQ, Respondents shall submit with their Application the following forms.

- Form HUD-60002 Section 3 Summary Report
- Form PROC-1 Equal Employment Opportunity Staffing Plan
- Form PROC-2 M/WBE Utilization Plan
- Form PROC-4 M/WBE and EEO Policy Statement
- Form PROC-8 EEOC Statement
- Attachment - Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

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

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.

5.7.1. 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 RFQ. However, Respondents will not receive credit for M/WBE and SDVOB utilization if the proposed subcontractors are not New York State Certified.

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.

5.7.2. *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 firm(s) 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 willfully 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).

5.7.3. *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 RFQ and any subsequent contracts will be strongly encouraged and expected, to the maximum extent practical and consistent with

the legal requirements of the State Finance Law and the Executive Law, to use responsible and responsive SDVOBs in the fulfilment 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.

5.7.4. 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 Responsibility of Developer

Complete and include in the Application a Vendor Responsibility Questionnaire for the Respondent and its proposed subcontractors/sub-consultants, 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.

A Pre-Qualified Developer determined to be non-responsible shall be removed from the PQL.

5.9 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).

5.10 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).

5.11 Non-Collusive Bidding Certification

Complete and sign the Non-Collusive Bidding Certification (a form in Appendices) for Respondent and all other partners and subcontractors/subconsultants.

5.12 Requirements of Legal Entities

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

5.13 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 the developer.

5.14 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.**

5.15 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.**

5.16 Iran Divestment Act

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

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

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

6. ATTACHMENTS AND APPENDICES

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

Attachment 1 - Request for Qualifications (RFQ) Checklist – Developer Services

Attachment 2 – NYS Phase 2 Application

Attachment 3–DEVELOPMENT REQUIREMENTS - Professional Service Contract Requirements

Attachment 4 – Insurance Requirements

Attachment 5 - DEVELOPMENT REQUIREMENTS – Construction Monitoring Requirements

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

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST – DEVELOPER SERVICES

Required Application Content:

- Cover Letter and Table of Contents
- Executive Summary
- 2 years of Audited Financial Statements
- Project Experience and Capacity
- Key Personnel
- Approach and Methodology
- Capacity
- A **Statement** of Commitment to Compliance to MWBE, SDVOB and Section 3 goals

Required Forms and Information:

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

ATTACHMENT 2

NYS PHASE 2 APPLICATION

PUBLIC HOUSING ASSISTANCE RELIEF PROGRAM

Selection Process: Many of the State’s smaller storm-impacted Public Housing Authorities (PHAs) have limited resources to assess and address the critical and growing physical resilience needs of housing assets vulnerable to coastal and riverine flooding and the related impacts of climate change, including sea-level rise, increased precipitation, and extreme temperature. Additionally, these PHAs often struggle to meet the economic and social resilience needs of residents who are vulnerable to socioeconomic stressors and environmental shocks. GOSR used the best available FEMA-PA data and internal program data to identify PHA-owned facilities sited in the 100-year or 500-year floodplain in MID counties with demonstrated housing URN. GOSR then analyzed this subset of properties for a tie-back to the qualified disaster(s), site-specific unmet needs, and geographic and demographic considerations with the goal of serving vulnerable populations and addressing a range of resiliency challenges.

GOSR ultimately identified five properties at four PHAs in two Target Areas—Broome and Nassau counties— which have the highest remaining URN for rental housing, after accounting for assistance provided by GOSR’s NY Rising Housing Recovery Programs and other sources. The four PHA partners are the Freeport Housing Authority, Long Beach Housing Authority, Town of Hempstead Housing Authority, and Binghamton Housing Authority. These partners identified project sites that sustained damage during Superstorm Sandy, Hurricane Irene, and/or Tropical Storm Lee. Damage included flooding, damage to electrical and mechanical systems, loss of power creating unsafe conditions, and loss of habitability. The five projects selected for this proposal represent different building typologies including low-rise, high-rise, coastal and riverine sites, and senior and family facilities, and are ideal candidates for performance retrofitting and/or new resilient new construction. The new construction project achieves substantial leverage, utilizing HUD's Rental Assistance Demonstration (RAD) Program to access private debt and equity investment in resilient development. GOSR engaged Enterprise Community Partners, residential construction engineers, building science professionals, developers, and housing finance experts to identify appropriate resilience measures for each site. In consultation with architects and engineers, GOSR crafted site-specific strategies.

The proposed construction of new housing and rehabilitation of existing housing are eligible activities which meet the National Objective of benefitting low- and moderate-income persons (LMI). The targeted public housing developments overwhelmingly serve senior and family households with incomes below 50 percent of Area Median Income. At least 51 percent of the units in each building assisted will be occupied by an LMI household. The proposed related workforce development component is an eligible public-service activity with a limited clientele of LMI persons.

Program Description: The initiative has two components: 1) piloting innovative, replicable mitigation and climate resiliency interventions at select public housing properties, and 2) creating job training and placement workforce development opportunities. It leverages larger State and federal investments, including the \$125 million Rebuild by Design (RBD) winning “Living with the Bay” Project along the Mill River in Nassau County, which is adjacent to the proposed Town of Hempstead site. This project’s commitment to public housing resilience aligns thematically with the NYC’s NDRC proposal to protect and connect NYC Housing Authority (NYCHA) facilities in Lower Manhattan.

The State will provide grant funding to five sites in four PHAs to implement site-specific resiliency interventions based on the Enterprise Community Partners’ Ready to Respond Toolkit and soon-to-be-released Multifamily Housing Resilience Strategies, including but not limited to: Resilient new development (at Freeport Housing Authority); Resiliency retrofits to building envelope (at all other sites); Nature-based stormwater management features; Nature-based coastal protection features; and Resilient back-up power/power generation systems.

The proposed construction and site planning techniques include: **Protection features** that reduce vulnerability (elevation of mechanicals, wet and dry flood proofing methods such as sealing utility penetrations, increasing window sill heights, etc.); **Adaptation features** that respond to changing climate conditions (insulating large roof areas, replacing obsolete windows to improve thermal performance, improving groundwater management with permeable pavement, etc.); **Redundancy features** that maintain critical services during an event, enabling residents to shelter in place in low-level weather events (backup power supply to protect public safety, refrigeration of food and medication, medical devices, and accessibility for elderly and disabled residents in elevator buildings; community buildings engineered to function during any power interruption or disaster, providing a refuge for this vulnerable population in a crisis, etc.); and **Social resilience** features that facilitate community cohesiveness, increase the quality of life through exposure to natural features (bioswales, waters' edge softening) and increase economic opportunities through workforce development.

Consulting engineers have evaluated each of the five sites for the suitability of these resilience strategies, which are based on best practices and field research by technical experts around the country and informed by FEMA guidance, technical analysis, and case studies. In addition, the State—through GOSR, in partnership with HCR and the NYS Energy Research and Development Agency (NYSERDA)—will investigate opportunities to increase resilience and further reduce the energy demand of these buildings through smaller scale retrofits such as weatherproofing and lighting upgrades.

The second component of the project, workforce development programming, capitalizes on both PHA construction employment opportunities and major infrastructure projects in the State's larger Sandy recovery effort, including new "green collar" jobs through the nearby \$125 million RBD "Living with the Bay" Project along the Mill River in Nassau County. Workforce development programming will educate, train, and connect local residents with both traditional

and “green collar” opportunities. A pre-apprenticeship program, offering direct placement into employment with the building trades at project sites, will create a pathway to sustainable, high-wage employment in construction trades and the emerging "restoration economy."

Benefit to Vulnerable Populations and Section 3 Opportunities: The project will enhance the physical, economic, social, and environmental resilience of PHA properties and residents. Benefits include protection of scarce public housing assets for low-income renters; improved safety of low-income residents during emergencies; lower, more sustainable energy costs for tenants and housing operators; extending the useful life of affordable housing; and avoiding of life-threatening power outages and hazardous evacuations of elderly and frail tenants.

GOSR has also developed a comprehensive Section 3 Program, which includes posting direct and subrecipient contracting opportunities for Section 3 businesses, providing current lists of Section 3 workers to contractors and subrecipients, and providing intensive technical assistance and outreach to workers and employers. This program will help to achieve Section 3 goals in this project and other proposed CDBG-NDR activities.

In addition, through this project GOSR will create targeted employment and training opportunity for residents of public housing through a partnership with Opportunities Long Island (OLI). OLI will train LMI residents of the three participating Long Island housing authorities in a pre-apprenticeship program designed to create pathways to sustainable, ongoing careers within the building trades.

The GOSR–OLI partnership will train approximately 20 people, with potential to expand the partnership should it prove successful. Success will be measured by a target program completion rate of 80 percent, placement on the NDRC PHA worksites or similar jobsites post-completion, and an 80 percent employment rate 1 year post-graduation (80 percent placement and retention rates appropriately take into account the seasonal and cyclical nature of construction jobs).

Measuring Success: PHAs will utilize WegoWise or Energy Score Card to benchmark, track, and analyze their energy and water usage. GOSR will facilitate consultations with NYSERDA’s Multifamily Performance Program to inform the effort. GOSR will obtain data on power loss during storm events from utility companies, resistance to flood damage during storms, and other information on building performance at each site.

- **Resiliency:** Power continuity during storm events, number of days to return to full operations following extreme weather events
- **Environmental:** Energy use and cost reduction, reduced water usage
- **Social:** Increased safety and security, decreased mental and emotional stress, and increased social cohesion gauged via survey; Increased access to natural features

- **Economic Revitalization:** Number of workforce development program participants enrolled; Completion, placement and post-placement retention percentage for enrolled participants; Annual earnings by workforce development program participants

Alternatives Considered: Repair of existing property without added resiliency measures would not protect against future storms, increase access to life-saving backup power systems during emergencies, or reduce energy requirements. Professionals who assessed each site rejected numerous measures not proposed here as infeasible, not cost-effective, or too risky.

Model for Other Communities: This demonstration project will show the added benefits and costs of incorporating resiliency features in various building types subject to different severe weather hazards. GOSR will collaborate with Enterprise to share results and learning with developers and policy-makers. Lessons learned will inform State underwriting policy for public housing capital improvements, Mitchell-Lama refinancing, and new affordable housing development, including a new State effort to develop financing vehicles to support public housing conversions in the HUD Rental Assistance Demonstration (RAD) Program.

The demonstration will also inform deep energy retrofit and resiliency strategies to be funded in the coming years under the State's Reforming the Energy Vision (REV) initiative. Under REV, the State has proposed to allocate \$50 billion to promote energy initiatives through the Clean Energy Fund. After a lengthy stakeholder engagement process, the proposal is currently pending approval by the Public Services Commission.

Feasibility: The resilient retrofit and new construction techniques chosen for this pilot reflect Enterprise's knowledge of best practice and field research by technical experts around the country. Some of the flood-proofing measures, are drawn from FEMA guidance and are supported by FEMA technical reviews.

The site strategies were carefully considered to holistically and efficiently address the needs of each individual site. All proposed activities will protect properties and contents at the 100- year flood protection level and provide a buffer against severe weather events due to climate change. Mechanical equipment will have a life cycle of 20-to-30 years, and project engineers anticipate an average 60-year useful life of the properties as a whole. The project could be scaled down by eliminating sites, measures undertaken at a given site, or pursuing value engineering.

BCA Summary: The BCA found a BCR of 1.8 low SLR forecast; 2.9 high SLR forecast for the project. For the workforce component, the BCA identified benefits from employment in the trades, including a normal progression through the skilled trades.

Schedule:

<u>Public Housing Resiliency Pilot Project</u>		
Task	Start	End
NDRC Awards Announced GOSR announces projects to PHAs PHAs commence outreach for workforce development	January 2016	January 2016
NEPA Environmental review commences Follow up letters issued to housing authorities	February 2016	April 2016
Grant awards finalized with HUD Scopes finalized on all NDRC PHA projects	March 2016	April 2016
GOSR - PHA agreements finalized Request for Qualifications design and construction activities	April 2016	May 2016
Procurement underway	May 2016	June 2016
Public review period for environmental review Workforce training program commences		
Procurement finalized Construction documents complete for rehab projects	June 2016	July 2016
Construction permits pulled	July 2016	July 2016
Construction commences on first projects (Binghamton) Workforce training program completes	August 2016	April 2017
Closing on financing for Freeport PHA Construction for all projects has begun	September 2016	September 2016

Construction substantially complete for all rehab projects Construction 50 percent complete- Freeport PHA New Construction	September 2017	September 2017
All NDRC funds drawn down (if Freeport PHA not complete, all NDRC funds will have been spent, but subject to default provisions if compliance benchmarks are not met by completion of construction)	January 2018	January 2018
Disseminate “best practices” document, including lessons learned	February 2018	April 2018
Freeport PHA residents move in	September 2018	October 2018*

*Milestone Program benefits realized

GOSR's program experience with conducting Environmental Review for our Affordable Housing Fund demonstrates that NEPA can be completed concurrent with other pre-construction due diligence. For the Multi-Family/Affordable Housing program, once GOSR issues a conditional award letter, the State begins the process and issues a letter to the applicant, indicating all the items needed to complete environmental review. Depending on the applicant's responsiveness, it takes two to four months (including the mandatory 32-day comment period) for HUD to issue the Authority to Use Grant Funds (ATUGF) which signals completion of environmental review.

Budget: The project budget was developed using cost estimates from engineers and Project Worksheets prepared by FEMA. Engineers supplemented FEMA damage assessments with mitigation measures identified in the Enterprise Multifamily Resilience Strategies and industry standard resilience measures. For a sources and uses statement, please refer to Attachment B.

National Objective	Eligible Activity	Responsible Entity	Amount of Funds	Proposed Source of Funds
LMI	Construction of New Housing	Freeport Housing Authority	\$42.7 million	CDBG-DR (\$9.0m), CDBG-NDR (\$5.5m), FEMA-PA (\$5.8m), Debt (\$2.7m), Equity (\$16m), Deferred Fee (\$3.7m)
LMI	Rehabilitation of Residential Structures	Town of Hempstead Housing Authority	\$16.43 million	CDBG-DR (\$0.5m), CDBG-NDR (\$14.44m), FEMA-PA (\$1.5m)
LMI	Rehabilitation of Residential Structures	Long Beach Housing Authority	\$12.2 million	CDBG-DR (\$0.1m), CDBG-NDR (\$11.8m), FEMA-PA (\$0.3m)
LMI	Rehabilitation of Residential Structures	Binghamton Housing Authority	\$6.55 million	CDBG-DR (\$0.66m), CDBG-NDR (\$3.9m), FEMA-PA (\$1.99m)
LMI Public Services	Econ. Development or Recovery Activity that Creates/Retains jobs	Opportunity Long Island	\$.16 million	CDBG-NDR

For additional information please refer to the link below:

https://stormrecovery.ny.gov/sites/default/files/crp/community/documents/NYS_NDRC_Phase_2_Application.pdf

Office of Finance and Development
Capital Programs Manual

Section: 5.00 DEVELOPMENT REQUIREMENTS

Sub Section: 5.13 Professional Service Contract Requirements

These requirements apply to all funded projects with the exception of:

- (i) projects funded solely under LIHC/SLIHC; and,
- (ii) projects funded from the HDF Program for which HCR is not the lead review agency.

Applicants must comply with the provisions of this Section when selecting project architects, engineers, attorneys, housing consultants, managing agents, or other professionals who provide all or a portion of the professional services required to develop a project. Professionals should be selected based on their professional and technical competence, relevant experience, knowledge of local laws, regulations and codes, price, and capacity to provide services in a timely manner.

HCR requires all contracts over \$25,000 to include goals for the participation of Minority and Women-Owned Business Enterprises (M/WBE). Please see Section 4 for a discussion of M/WBE requirements. In the event of inconsistencies between this Section and the federal HOME regulations, the HOME regulations shall apply.

5.13.01 Selection of an Architect/Engineer

All agreements between applicants and project architects or engineers must reflect a fixed fee compensation for all services required by HCR. The fixed fee should be structured so that payment is tied to successful completion of the various phases of work proposed (i.e., preliminary design, bid design, construction documents, etc.). All Owner/Architect agreements must be submitted to HCR for review and may require revisions if not acceptable to HCR. See the HTFC Design Handbook for additional information and requirements:

<http://www.nyshcr.org/Publications/DesignHandbook/>.

5.13.02 Selection of a Housing Consultant

The applicant's agreement with a housing consultant to provide services related to the project's planning, marketing, housing management, and/or development must reflect a fixed fee arrangement based upon defined services to be provided by the consultant. Payment should be structured into phased progress payments associated with the percentage of work completed for each

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phase (i.e., planning phase, marketing phase, construction phase, occupancy phase, etc.). The OF&D project manager will review all consultant agreements for reasonableness of costs and clarity of the scope of work to be performed. HCR reserves the right to require an amendment to the agreement before funding is provided.

Housing consultant fees will not be recognized in the development budget for projects funded with LIHC and/or SLIHC equity. For those non-LIHC/SLIHC funded projects receiving a Developer's Allowance, any housing consultant fees budgeted apart from the Developer's Allowance will be subtracted from the Developer's Allowance cap to arrive at the maximum amount that the applicant is entitled to receive.

5.13.03 Selection of Attorneys

The applicant should identify the scope of legal services to be provided throughout the development of the project, and request that the attorney prepare and submit an agreement specifying the legal services to be performed at a fixed fee compensation. The following legal services may be included in the applicant/attorney agreement:

- (i) preparation and review of all applicant agreements excluding services related to the preparation and submission of applications for funding which must be treated as housing consultant fees;
- (ii) representation of the applicant at all closings;
- (iii) title examination and curing of title defects;
- (iv) preparation of legal descriptions of property; and,
- (v) recording of title papers.

5.13.04 Selection of a Builder

HCR has two tracks for the contracting of construction work for its low-income housing projects. At the time of application submission, a project sponsor must identify which method of securing a construction contractor will be utilized. The first track is for a project sponsor seeking construction bids through a publicized, competitive process. The second track is for a project sponsor to identify and select a builder at the time of application submission.

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Applicants/owners which propose to act as their own Builder (see Glossary for definition) must document the following:

- (i) a minimum of five years of successful experience administering construction and completing projects of comparable size and scope;
- (ii) the in-house staff capacity and experience to negotiate and direct the functions of both the project architect and construction activities; **and**,
- (iii) the financial capacity to provide a 100% performance and payment bond for the entire construction cost.

Under either track, should a project sponsor elect to produce housing through the use of a manufactured housing company, the purchase contract and supervision of such housing must be done as a sub-contract to the builder's contract. The requirements for both tracks are enumerated in the sections below.

(i) Publicized, Competitive Bidding (Track One)

Project sponsors electing to publicly and competitively bid the construction portion of their low-income housing projects must indicate this intent at the time of application submission. This type of contractor selection will require the project sponsor to openly advertise in a well-known local newspaper for a period of four days and have a minimum bidding period of four weeks before bids are closed. M/WBE outreach requirements will be part of the bidding process. On projects subject to Federal Labor Standards (Davis-Bacon Related Acts) regulatory requirements (see Section 5.15 for more information) the labor standard procedures for competitive bidding must also be followed.

Upon receipt of bids, the project sponsor and architect must notify HCR of the bidding results and the name of the selected lowest qualified bidder. The contractor's schedule of values must also be submitted to HCR at that time. HCR reserves the right to require that the project be rebid or negotiated or to modify the scope of work, if all bids received are higher than the project's estimated total construction cost. The project sponsor must include the services for a detailed construction cost estimate prepared by a cost estimator.

(ii)Pre-Selected Builder Requirements (Track Two)

Project sponsors who elect to include a builder with their application for funding will be required to indicate the selection criteria that was used to hire the builder, the builder's previous professional experience in producing low-income housing units, the role the builder will play during the development and construction phases of the project and that the builder or owner/applicant is capable of obtaining a 100% Payment and Performance Bond for the entire construction project.

In addition, a pre-selected builder will be responsible for providing a detailed cost estimate of the total construction work with the project sponsor's application submission. For projects that will be subject to Davis-Bacon wage requirements (see Section 5.15 for more information), all construction cost estimates should be based on the most current Davis-Bacon wage rates appropriate for the project location and type of construction. Please be advised that HCR imposes limits on builder's fees depending on the type of funding requested. See Section 5.05 and 5.07.

At the time of application submission, the owner/applicant must provide a **guaranteed price for the total development costs of the project.** Any construction cost overruns incurred during the development and construction phases of the project shall be borne by the owner/applicant and shall be paid for from the developer's fee amount, unless a request is made pursuant to Section 6.03. All MBE/WBE requirements applicable to the pre-selected contractor must be documented through the contractor's selection process for sub-contractors and suppliers.

5.13.05 Construction Contracting Requirements

The standard AIA Owner/Contractor Agreement or AIA Owner/Construction Manager as Constructor Agreement (current editions) should be used to execute construction contracts. For multisite projects, the builder is to provide the construction costs on an individual site basis. Any applicant who proposes to act as the builder or general contractor on their own projects must show successful prior experience, bear the responsibilities, and meet the requirements of builders or contractors. The selected builder must submit a detailed cost estimate/trade payment breakdown prior to the start of construction, which may be reviewed for cost reasonableness. This estimate/trade payment breakdown shall also indicate whether the trade item will be performed by the builder or a subcontract. Subcontractors shall be identified if known at the time of this submission. Please see Section 4.0 for M/WBE requirements.

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On projects subject to Davis-Bacon requirements (see Section 5.15 for more information), construction contracts and all construction sub-contracts must include the appropriate Federal Labor Standards documents and Davis-Bacon Wage Decision(s). As stated in Section 5.15, prior to signing any construction contract, project owners must consult with OF&D for guidance and instruction regarding the correct documents that must be included.

Builders will not be allowed to obtain a profit and overhead unless they are performing actual construction and performing construction supervision over all Work. “Actual construction” means “work” as defined in American Institute of Architects (AIA) documents: “...labor, materials, equipment, and services provided by the contractor to fulfill the contractor’s obligations.” Under this definition contractors who choose to subcontract out construction of the project to another contractor will not obtain a builder’s fee (general overhead and profit) when:

- (i) More than 50 percent of the contract sum in the construction contract is subcontracted to one subcontractor, material supplier, or equipment lessor; and/or,
- (ii) Seventy-five percent or more of the contract sum in the construction contract is subcontracted with three or fewer subcontractors, material suppliers, and/or equipment lessors.

Note: If two or more subcontractors have common ownership, they are considered one subcontractor. When a construction manager as builder contract arrangement is utilized, construction manager fees shall not exceed the total of builder’s overhead and profit limits indicated in this chapter.

“Construction supervision” means continuous oversight, inspection, and coordination of the Work in a timely, professional, competent manner to ensure compliance with the approved construction documents, contract documents, applicable regulations, project schedule, and all other applicable requirements. “The Work” refers to all such construction and services, whether performed by the Builder’s or Subcontractor’s forces necessary to complete the project. Supervision may be performed by an individual, or individuals. If performed by more than one individual, there shall be one individual responsible for all supervisory tasks. Supervisory tasks shall be performed by Site Superintendent personnel employed by the recognized Builder on a full-time basis.

ATTACHMENT 4

INSURANCE REQUIREMENTS

***Note: While the specific types of insurance and limits required will depend on the final scope of the contract awarded, below is an example of the insurance that may be required in subsequent solicitations that will be released to Pre-Qualified Developers approved through this RFQ. This list does not encompass all insurance requirements that HTFC may request at its discretion.**

Alternate insurance requirements may be submitted with the Respondent's submission and/or may be negotiated during the contracting phase at GOSR's discretion. It shall be in GOSR's sole discretion to accept or reject alternative insurance requirements.

Types of insurance from the developer should include, at a minimum, general liability, automobile, excess liability, workers compensation, and disability; other insurance that the developer should be required to obtain from the subcontractors (or the developer itself depending on who is performing the specific type of work) would include professional liability, pollution liability, cargo/riggers (for elevation work), and builders risk insurance.

REQUIRED ENDORSEMENTS:

1. Additional Insured. The commercial general liability, comprehensive auto, excess liability, and pollution legal liability (if applicable) policies shall be endorsed to designate GOSR/HTFC, State of New York, US Department of Housing and Urban Development ("HUD"), and all "Benefitted Parties" as Additional Insureds. "Benefitted Parties" shall include, but not be limited to, homeowners, businesses, and/or other Program applicants who may be determined to be third party beneficiaries of the Contract between Respondent and GOSR/HTFC and as to whom the indemnity provisions of such Contract are expressly extended in like manner and degree as to GOSR/HTFC.
2. Waiver of subrogation.
3. Primary and non-contributory coverage. All policies will provide primary coverage for obligations assumed by Respondent under any Contract or task orders.

Additional Notes:

1. All required insurance shall be on a per location or per project basis.
2. Respondent shall require that all subcontractors/subconsultants carry insurance of the same types and coverages specified above except that excess insurance shall not be required of subcontractors/subconsultants.

INDEMNIFICATION PROVISIONS:

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

Respondent shall, and hereby agrees, to hold harmless, defend (with counsel acceptable to HTFC), and indemnify GOSR, HTFC, 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 any Contract or Task Orders 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 any Contract or Task Orders (arising out of Respondent's or subcontractors/subconsultants' unauthorized use of any intellectual property or otherwise), any materially untrue or incorrect statement or representation of Respondent or subcontractors/subconsultants with respect to the services (for purposes of receiving the contract or any task orders), any injuries or damages resulting from defects, malfunction, misuse, etc. of Respondent-provided equipment and materials, any violations of law, violations of this Agreement, or the conduct (including any acts, omissions, malfeasance, or willful misconduct) of Respondent or any subcontractor/subconsultant 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 Respondent 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 Respondent or otherwise arising in connection with any Contract or Task Orders. This clause shall survive indefinitely the termination of any Contract or Task Orders 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 any Contract or Task Orders. Accordingly, all of the indemnity provisions of this "Indemnification Provisions" section 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 any Contract or Task Orders 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, businesses, Program Applicants or others who may be determined to be third party beneficiaries of this contract (“benefitted parties”), all of the indemnity provisions of this “Indemnification Provisions” section shall expressly extend to such “benefitted parties” in like manner and degree as to HTFC.

Notwithstanding the foregoing provisions of this section Respondent 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 Respondent, its officers, employees or agents, or those for whose acts Respondent may be liable. Respondent’s indemnities and obligations under the Contract shall not be limited or defined by the amount of required insurance or by any limitations or restrictions on the amount or type of damages, compensation or benefits payable to, by or for Respondent under workers’ compensation acts, disability benefit acts, or any other Laws relating to employee benefits. No Indemnitee’s right to indemnity under the Contract shall be diminished, waived, or discharged by the exercise of any other remedy allowed under the Contract or by Law.

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Section: 5.00 DEVELOPMENT REQUIREMENTS

Sub Section: 5.09 Construction Monitoring Requirements

These construction monitoring requirements apply to projects funded with LIHC/SLIHC and/or non-residential CIF financing only (i.e., no HTF or NYS HOME program financing).

LIHC/SLIHC and non-residential portions of CIF projects are not subject to the requirements of the HTFC Design Handbook since these projects were not funded with HTF or NYS HOME program financing. However, these projects are subject to construction monitoring by HCR to track construction progress and to identify and resolve any potential problems or delays a project may experience. Therefore, on a monthly basis, the owners of all LIHC/SLIHC and non-residential CIF funds projects under construction must provide HCR with copies of the following documentation:

- (i) Minutes of monthly construction progress meetings and monthly contractor payment requisitions (AIA Forms G702 and 703) certified by the project architect. These reports must indicate the overall percentage of project completion achieved to date.
- (ii) A narrative provided and signed by the project architect describing the general progress and status of construction, anticipated completion date, changes in the work and any significant issues that have arisen, which may impact project construction and/or the timeframe for completion. The project architect's narrative should accompany the minutes of the monthly progress meetings.
- (iii) At construction completion, a copy of the Permanent Certificate of Occupancy, or Temporary Certificate of Occupancy (if applicable), as soon as it has been issued, for each building in the project. For projects comprised of multiple buildings, which will enter service as each building is completed, the project owner must submit each Certificate of Occupancy, as part of the monthly report. Once all such Permanent Certificates of Occupancy have been issued without conditions, for the building(s) in the project, this reporting requirement will be satisfied.

In addition, within 30 days of the commencement of construction, the project owner shall submit to HCR a schedule of specific dates and times on which monthly construction inspections

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and/or progress meetings with the project owner, the general contractor and project architect will take place. HCR staff shall attend such inspections and/or meetings at its discretion and shall also conduct construction monitoring visits as deemed necessary.

The project owner shall submit copies of all change orders within five (5) business days of execution by the project owner. Change orders will be reviewed for compliance with programmatic standards and consistency with the approved project scope of work. Material changes that improve the quality of the project, and are acceptable to HCR, will be acknowledged in writing by HCR. Material changes that diminish the quality of the project will not be accepted. Furthermore, changes in project design during construction which diminish project quality may result in reductions of one or more of the HCR funding sources, as applicable, and may be considered in evaluating future applications.

The required documentation cited above in (i) and (ii), which evidences the project's previous month's construction progress, must be submitted to HCR no later than the 15th day of each month, with the first report provided in the month following construction financing closing and construction start. Please submit copies of the all of the above required documentation directly to your assigned project manager via email.