



Andrew M. Cuomo, Governor

Homes and Community Renewal

Ruthanne Visnauskas, Commissioner/CEO

Request for Bids for 2019 Accessibility Design and Construction Consultant Services

Bid Issuance Date:	May 8, 2019
Deadline for Submission of Questions:	May 17, 2019, 12PM EDT
Bid Submission Deadline:	June 5, 2019, 12PM EDT

RFB Number: HTFC-RFB-190508

HOUSING TRUST FUND CORPORATION
HAMPTON PLAZA
38-40 STATE STREET • ALBANY, NEW YORK 12207
www.hcr.ny.gov

Bid Submission Checklist

CHECKLIST OF REQUIRED ITEMS FOR A COMPLETE BID SUBMISSION

- Application Coversheet
- Cover Letter
- Bid Submission requirements as outlined in Sections 10 (iii) and (iv) of this RFB;

- Administrative Forms
- [Vendor Information Form](#)
- [Lobbying Reform Law Form 1](#)
- [Lobbying Reform Law Form 2](#)
- [Non-Collusive Bidding Certification Form](#)
- [Vendor Responsibility Questionnaire – For Profit Business Entity](#) OR [Non-Profit Entity](#);
- [EEO Staffing Plan, PROC-1](#)
- [Utilization Plan, PROC-2](#)
- [MWBE & EEO Policy Statement, PROC-4](#)
- [Company Demographic Profile, PROC-7](#)
- [EEOC Statement, PROC-8](#)
- Evidence of Insurance (required upon contract award)
- Conflict of Interest Statement
- Statement regarding Disclosure of Commission Findings
- Bidder's most recent two years of financial statements or federal tax returns

Application Coversheet

Attach this form to the top of your Bid Submission.

DATE OF APPLICATION:

GENERAL INFORMATION ON FIRM:

Legal Name of Firm:

Firm's Mailing Address:

Firm's Website:

Firm's Main Telephone Number (including area code):

Federal Tax ID Number:

SEC Registration Number (if applicable):

MBE Registration Number (if applicable):

WBE Registration Number (if applicable):

MWBE Registration Number (if applicable):

MAIN CONTACT INFORMATION FOR THIS BID SUBMISSION:

Please list the individual that will be the main contact *regarding this Bid Submission*.

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

PRINCIPAL IN CHARGE:

Please list the primary staff person(s) who will provide services relating to the Housing Trust Fund Corporation. Attach additional sheets if necessary.

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

ADDITIONAL CONTACTS (if applicable):

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

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HOUSING TRUST FUND CORPORATION

Request for Bids for Accessibility Design and Construction Consultant Services

IMPORTANT NOTICE: A Restricted Period under the Lobbying Procurement Law is currently in effect for this procurement process and will remain in effect until approval of the Contract. Bidders are prohibited from Lobbying Procurement Law Contacts related to this procurement process with any employee of the Housing Trust Fund Corporation (“HTFC”), or its Affiliates, other than the Designated Contact Officer listed below.

Lobbying Procurement Law Designated Contact Officer:

Stacey C. Mickle
New York State Homes and Community Renewal
Housing Trust Fund Corporation
38-40 State Street
Albany, New York 12207
Email: Stacey.Mickle@nyshcr.org

If you have inquiries regarding this request for bids or would like to contact HTFC regarding matters not relating to Lobbying Procurement Law Contacts, please contact Lisa G. Pagnozzi, via email, at Lisa.Pagnozzi@nyshcr.org. Further information regarding HTFC’s Lobbying Procurement Law policies is available in [HTFC’s Standard Clauses and Requirements for Solicitations](#), hyperlinked herein as Exhibit A.

1. Introduction

[New York State Homes and Community Renewal](#) (“HCR”) consists of all the major housing and community renewal agencies of the State of New York (“State”), including the Housing Trust Fund Corporation. HCR includes other State agencies not involved in this Request for Bids (“RFB”) process.

2. Purpose

HTFC seeks competitive bids from qualified firms or individuals (referred to hereinafter as “Bidders”) to assist HCR’s Fair and Equitable Housing Office (“FEHO”) in the development and implementation of policies and procedures relating to accessibility design and construction across HCR’s housing portfolio (collectively, “Consultant Services”). The successful Bidder (the “Consultant”) will provide new trainings and information to HCR stakeholders, which shall include the creation of website and guidance materials, as further defined in the Scope of Services section of this RFB.

FEHO seeks to chart a new path to developing informative, up-to-date information for HCR staff and the development community.

3. Overview of the Housing Trust Fund Corporation

The [Housing Trust Fund Corporation](#) was established in 1985, under §45-a of the State’s Private Housing Finance Law, as a public benefit corporation. Its mission is to create decent, affordable housing for persons of low income by providing loans and grants for the rehabilitation of existing housing or the construction of new housing.

For further information regarding HCR’s programs, visit our website at <http://hcr.ny.gov>.

4. Assessment of Practices relating to Diversity and Service-Disabled Veteran Owned Business Enterprises (“SDVOBs”)

HTFC has determined, pursuant to New York State Executive Law Articles 15-a (Article 15-A) and 17-b (Article 17-B), respectively, that the assessment of participation by minority- and/or women-owned business enterprises (“**MWBEs**”) (assessment of participation by MWBEs hereinafter referred to as “**Diversity**”) and SDVOB practices of Bidders responding to this RFB is practical, feasible, and appropriate.

4.1 Minority- and/or Women-Owned Business Enterprise Participation

HTFC is committed to awarding contracts to firms that are dedicated to Diversity and provide high-quality services. HTFC strongly encourages firms that are certified as MWBEs by the State’s Empire State Development (“**ESD**”), to submit responses to this RFB.

HTFC is required to implement the provisions of Article 15-A and 5 NYCRR, Parts 142-144 (MWBE Regulations) for all contracts of HTFC, as defined therein, with a value exceeding \$25,000. HTFC strongly encourages joint ventures of MWBE firms with majority firms and with other MWBE firms. For assistance identifying MWBE partners, review the [NYS MWBE Directory of Certified Firms](#).

For purposes of this solicitation, HTFC hereby establishes an overall goal of 30% of total contract expenditures for MWBE participation, 15% for minority-owned business enterprises (“**MBEs**”) and 15% for women-owned business enterprises (“**WBEs**”).

4.2 Service-Disabled Veteran-Owned Business Enterprise Participation

HTFC is committed to awarding contracts to service-disabled veteran-owned business (“**SDVOBs**”) that provide high-quality services. HTFC strongly encourages firms that are certified as SDVOBs by the State’s Office of General Services (“**OGS**”), to submit responses to this RFB.

HTFC is required to implement the provisions of Article 17-B for all HTFC contracts, as defined therein, with a value exceeding \$25,000. For assistance identifying SDVOB partners, refer to the [Directory of New York State Certified Service-Disabled Veteran-Owned Businesses](#).

For purposes of this solicitation, HTFC hereby establishes a goal of 6% of total contract expenditures for SDVOB participation.

5. Calendar of Events and Milestones

It is anticipated that a contract will be awarded in response to this RFB based on the following schedule:

Event	Date
Issuance of RFB	May 8, 2019
Deadline for RFB Questions	May 17, 2019, 12PM, Eastern Daylight Time
Deadline for Responses to RFB Questions	May 24, 2019
Deadline for Submission of RFB Bids	June 5, 2019, 12PM, Eastern Daylight Time
Anticipated Selection Date	June 26, 2019

HTFC reserves the right to modify this schedule at its discretion. Notification of changes in connection with this RFB will be made available to prospective Bidders via electronic email.

6. Scope of Services & Deliverables

The role of the FEHO is to ensure New Yorkers have an equal opportunity to live in housing they desire and can afford regardless of race, color, familial status, religion, sex, disabilities, national origin, marital status, military status, age, sexual orientation and lawful source of income.

FEHO is committed to removing barriers to fair housing at the state level and to affirmatively furthering fair housing. FEHO assesses how HCR's public investments affect the larger housing market and works to engage its partners to ensure affordable housing is available and accessible in all areas of the State. FEHO also provides education and outreach to the development community.

The successful Bidder will perform tasks relating to policy guidance, staff training and material guidance for HTFC, as indicated below.

6.1 Policy Guidance

The Consultant will review and update HCR's policies on accessibility design and construction including, but not limited to, HCR's design standards, guidelines and certifications.

Based on the review of existing HCR policies, the Consultant will recommend a set of revised policies and procedures regarding accessibility design and construction requirements to ensure compliance with the Fair Housing Act, Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and other federal, state and local laws and regulations governing housing accessibility design and construction (collectively, the “**Accessibility Laws**”).

6.2 Training

The Consultant will develop training seminars and materials in compliance with the Accessibility Laws for both HCR staff and external stakeholders in the housing development community. The trainings should cover basic compliance principles of accessibility design and construction requirements under the Accessibility Laws and should walk participants through the Consultant-created materials to be used as a reference, which include the website materials and the accessibility components of HCR’s design standards, guidelines and certifications.

(a) Staff Training

The Consultant will conduct one (1) training for appropriate HCR staff including FEHO staff members, project managers and HCR engineers and architects.

(b) External Stakeholder Trainings

The Consultant will conduct a series of trainings for external stakeholders, which will consist of one (1) online training and three to four (3-4) regional training and technical assistance sessions around New York State, in locations such as Syracuse, Buffalo, Rochester, Albany and New York City. The trainings will be targeted towards the development community, including architects, engineers, contractors, developers and their legal counsel. The number of trainings and their locations are estimates only and are subject to change.

(c) Training Questionnaire

The Consultant will develop a Questionnaire/Survey to be completed at the end of each training session to compile information from attendees on need for additional training or technical assistance. Consultant will compile and summarize the results and revise materials below to address areas where further information or clarification was shown as needed.

6.3 Materials

The Consultant will develop and/or update the following materials, as necessary, to ensure HCR’s portfolio is following best practices:

- (i) policies and procedures across HCR’s housing portfolio, including review and revision of the accessibility design and construction components of HCR’s design standards, guidelines and “safe harbor” certifications;
- (ii) guidance for website and general distribution on accessibility design and construction for HCR housing stock;
- (iii) two sets of training materials for internal and external stakeholders;

- (iv) forms, checklists and certifications necessary to achieve compliance with policies and procedures as listed above in (i); and
- (v) other materials necessary to ensure compliance with accessibility design and construction best practices.

6.4 Deliverable Expectations

Within 10 business days of finalizing the bid contract and prior to beginning the work, the Consultant shall submit to FEHO for approval a Deliverable Expectations Document (“DED”). The purpose of the DED is to ensure that a common understanding exists between FEHO and the Consultant regarding the scope and content (depth and breadth) as well as deadlines of the deliverables prior to beginning the work.

FEHO will attempt to review deliverables submitted by the Consultant, accept or reject those deliverables, and provide written comments and/or notices of deficiencies, if any, to the Consultant, within 10 business days of receipt. The Consultant shall correct any deficiencies cited by FEHO and resubmit the deliverable for approval within five (5) business days of receipt of FEHO’s notice of deficiencies, unless an extension is requested, in writing, by the Consultant and approved, in writing, by FEHO.

The Consultant shall respond to all FEHO comments and incorporate such response into its resubmission of the deliverable. Full response by the Consultant to FEHO’s comments within five (5) business days will constitute fulfillment of that deliverable, unless FEHO provides, within five (5) business days of receipt of the resubmitted deliverable, notice of a continuing deficiency. If notice of a continuing deficiency is given, FEHO will provide to the Consultant a detailed description of the remaining deficiency(ies). If the Consultant fails to meet all criteria within the timeframes mentioned above, FEHO reserves the right to withhold payment until FEHO is satisfied that all the deliverables have been completed.

As used in this section, the term “continuing deficiency” shall be limited to:

- Inadequate resolution, in the reasonable judgment of FEHO, of the items raised during the previous review by FEHO;
- Issues that were tied to or created by the method of resolving previous FEHO comments;
- Items that could not be thoroughly tested or reviewed by FEHO because of an inadequate, incorrect, or incomplete deliverable previously submitted, which was identified as inadequate, incorrect, or incomplete by FEHO’s previous written comments; and/or
- Omissions of parts of a deliverable.

Such reviews and resubmissions shall not be construed as a waiver of: (i) any deliverable or obligation to be performed; (ii) scheduled deliverable date; (iii) rights or remedies provided by law; nor (iv) FEHO comment on any deliverable, nor relieve the Consultant from any obligation or requirement of the Agreement. In the event FEHO fails to review and accept or reject a deliverable within 10 business days of receipt, the Consultant shall notify FEHO of the late response and proceed with performance

as if acceptance had been received from FEHO. If, in such circumstances, FEHO subsequently requires material changes to the deliverable, the parties shall fairly consider and mutually agree to the effect of the untimely rejection or acceptance on the delivery or implementation schedules.

In no event shall the Consultant be entitled to any price increase due to the need to correct deficient deliverables unless such correction results from a change in the deliverable indicated in the Agreement. The Consultant should deliver drafts of deliverables to FEHO to facilitate FEHO's review process. Nothing set forth herein with regard to the formal review process for deliverables shall preclude verbal comments by FEHO to the Consultant or its representatives during that process, and those verbal comments may be provided in addition to the formal process set forth herein. The Consultant will make a written request for final and formal acceptance of contract deliverables.

The Consultant will be paid quarterly in arrears for completed deliverables to the satisfaction of HTFC.

7. Insurance Requirements

The Consultant and its subcontractors, if any, are required to provide and maintain, at its sole cost and expense, the insurance requirements at the minimum limits specified herein during the term of the contract and for two (2) years after completion of work. All required insurance policies shall be maintained with insurance companies licensed within the State of New York and holding an AM Best rating of no less than A- VIII. Said policies shall contain a provision that coverage will not be canceled, non-renewed or materially changed, until at least thirty (30) days' prior written notice has been provided to the Housing Trust Fund Corporation and any and all other parties-in-interest as HTFC may designate in writing from time to time (collectively, the "**Additional Insureds**"), all as their interests may appear, shall be named as additional insureds. Consultant(s) (and its sub-consultants, if any) agrees to have included in each of the above policies for Consultant's Parties, a waiver of the insurer's right of subrogation against the Additional Insureds.

The Consultant (and its subcontractors, if any) shall furnish to the Agency evidence of the following insurance requirements prior to execution of awarded Agreement:

A. Worker's Compensation Insurance and Disability Benefits Coverage providing statutory benefits for the Consultant and the Consultant's Parties' (defined as the Consultant and those working on its behalf being, i.e., subcontractors and vendors) employees and Employer's Liability coverage in an amount that is no less than Five Hundred Thousand Dollars (\$500,000).

(i) Worker's Compensation Coverage is acceptable on one of the forms below:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers; **OR**
- **Form U-26.3** issued by the State Insurance Fund; **OR**
- **Form SI-124** – Certificate of Workers' Compensation Self-Insurance; **OR**

- **Form GSI-105.2** - Certificate of Participation in Workers' Compensation Group Self-Insurance; **OR**
- **CE-2006** – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

(ii) Disability Benefits Coverage is acceptable on one of the forms below:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; **OR**
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; **OR**
- **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

- B. Automobile Liability Insurance including owned, non-owned and hired vehicle liability insurance, for combined limits of liability of One Million Dollars (\$1,000,000) per occurrence.
- C. Professional Errors and Omissions Liability - Errors and Omissions (or Professional Liability) insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate.

Certificates of Insurance, presented on Acord form 25, accompanied with additional insured endorsement CG2010 (1001) and CG2037 (0704), if determined it is necessary, or, if acceptable to the HTFC, their equivalent, shall be delivered to HTFC, prior to beginning the work, evidencing the coverage required hereunder and showing all such coverages as noted above being in force. All insurance policies provided by the Consultant's Parties shall be maintained under terms and conditions reasonably satisfactory to HTFC, and Consultant's Parties shall provide such other insurance coverage as HTFC may reasonably request from time to time. HTFC will not accept any exculpatory language such as "endeavor to" and "but failure to do shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" on the Certificate of Insurance, i.e., the certificates shall meet the insurance requirements above.

8. Administrative Information

This RFB is subject to [HTFC's Standard Clauses and Requirements](#), hyperlinked herein.

8.1 Questions and Answers

Any questions or requests for clarification regarding the RFB must be submitted via email to Lisa.Pagnozzi@nyshcr.org, citing the RFB page and section, no later than the date identified in the “*Calendar of Events and Milestones*” section of this RFB. The “Subject” line of the email should indicate “2019 FEHO Consultant RFB Questions.”

Questions will not be accepted orally and any question received after the deadline will not be answered. The list of questions/requests for clarifications and the official HTFC responses will be emailed in a timely manner to all potential Bidders or posted to the Corporation’s website at <https://hcr.ny.gov/procurement-opportunities>.

Bidders should note that all clarifications and exceptions are to be resolved prior to submission of the bids.

8.2 Awarded Contract

The term of the contract will be for a two (2) year period. Any contract that exceeds a five-year period will require the affirmative concurrence of HTFC’s Board to extend the contract beyond five years without undergoing a new solicitation process. In addition, the HTFC, at its discretion, may exercise its option to revise any provision of the contract, including the scope of services, compensation, term, etc., on an as needed basis, with the mutual written consent of the contracting parties.

Any Bidder awarded a contract will be required to execute a Consultant Services Agreement with HTFC for an amount not to exceed Fifty Thousand Dollars (\$50,000) that incorporates the [HTFC’s Standard Clauses for Contracts](#), hyperlinked herein, including any federal provisions required by law.

9. RFB Submission Requirements

Interested Bidders must submit bids to HTFC by e-mail to Nyhomes.Proposal@nyshcr.org, in PDF file format. The “Subject” line of the e-mail should state, “2019 FEHO Consultant Services RFB.”

Bids must be received by HTFC no later than the date for Deadline of Submission of RFB Bids indicated in the Calendar of Events and Milestones section of this RFB. Bidders are responsible for ensuring actual receipt of the bid response by HTFC by the time designated above.

10. Contents of RFB Submissions

Interested Bidders should submit a bid which includes the following information:

- (i) Application Cover Sheet (as outlined on Page 3 through 5 of this RFB);
- (ii) Cover Letter which includes the Bidder's name, address, telephone number, fax number, email address and web site address, if applicable; the name(s) of the key staff who will provide services to HTFC; a statement by the Bidder indicating its willingness to engage in MWBE and SDVOB partnering, subcontracting, or mentoring arrangements with MWBE and SDVOB firms selected by the Bidder; and a written certification that the information contained in the RFB response is true and accurate and the person signing the cover letter is authorized to submit the RFB response on behalf of the Bidder;
- (iii) a Bid Submission which includes:
 - a) Bidder's statement of qualifications and experience relating to the Scope of Services and Deliverables defined herein;
 - b) Other relevant qualifications and experience;
 - c) Preferred qualifications and skills, if any;
 - d) Fees (Lump-Sum or Fixed) for the Consultant Services described herein; and
 - e) Resume(s) of key personnel providing services under the engagement.
- (iv) a detailed workplan for the proposed engagement which targets how the deliverables under the proposed engagement will be met;
- (v) Bid Submission Forms listed in the Bid Submission Checklist, page 2 of this RFB;
- (vi) Conflict of Interest statement which discloses:
 - a) Any existing or contemplated relationship with any other person or entity, including relationships with any parent, subsidiary or affiliated entity, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Bidder or former officers and employees of the HTFC and its HCR Affiliates, in connection with your rendering the services enumerated in this RFB;
 - b) If a conflict does or might exist, please describe how your firm would eliminate or prevent it; and
 - c) Indicate what procedures will be followed to detect, notify HTFC of, and resolve any such conflicts.

(vii) Disclosure of Commission Findings

The Bidder must disclose whether its entity, or any of its members discussed in the above paragraph, has been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, the “**Commission**”), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

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