



Ending homelessness in New York.

REQUEST FOR PROPOSAL

THE LEE: Roof Fence Upgrade &
Rear Courtyard Rail

DELIVER SEALED PROPOSALS TO:

Common Ground HDFC II – Lee/Pitt Street LP
Attn: Kelvin Brown
505 Eighth Avenue – 12th Floor
New York, NY 10018

DUE DATE:

Friday, February 15, 2013

1.0 GENERAL INFORMATION

- 1.1 Purpose: Common Ground, a leader in the development of solutions to homelessness, is seeking proposals for Rear Fence Upgrade/Rear Courtyard Rail for new supportive housing, The Lee, at 133 Pitt Street on Manhattan's Lower East Side. The facility houses 262 residents and is environmentally sustainable achieving a LEED Silver designation.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which Common Ground intends to govern the relationship between it and the selected Contractor.

- 1.2 Definition of Parties: Common Ground will hereinafter be referred to as "Common Ground". Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor".

- 1.3 Scope: Proposals shall be for Roof Fence Upgrade/Rear Courtyard Rail

- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in Common Ground's best interests, including, but not limited to:

- Cost (including storage)
- Delivery
- Deposit requirements
- Ability to meet specifications, terms and conditions
- References
- Prior working experience with Common Ground Community is preferred

- 1.5 Communication with Common Ground: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Common Ground will not be bound by oral responses to inquiries or written responses other than addenda.

Please direct all inquiries to:

Kelvin Brown
Director of Facilities
Common Ground
505 Eighth Avenue – 12th Floor
New York, NY 10019
Tel: 212. 389. 9362
kbrown@commonground.org

The deadline for written inquiries is January 25, 2013.

- 1.6 Award of Proposal: Common Ground's objective is to award the proposal to one bidder. However Common Ground reserves the right to award this proposal on an

item-by-item basis or a group of items. Common Ground reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal. Should Common Ground determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

- 1.7 Confidentiality: The information contained in proposals submitted for Common Ground's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Common Ground will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Bidders should clearly mark any information considered confidential and/or proprietary.
- 1.8 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.9 Debarment: Submission of a signed proposal in response to this solicitation is certification that the bidder (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any City, State or Federal department or agency. Submission is also agreement that Common Ground will be notified of any change in this status.
- 1.10 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the bidder's proposal.
- 1.11 Proposal Validity: Unless otherwise specified, all proposals shall be valid for 120 days from the due date of the proposal.
- 1.12 Proposal Submission: A **SIGNED** original and 2 copies of the proposal must be received by:
Common Ground HDFC II
Lee/Pitt Street LP
Attn: Kelvin Brown
505 Eighth Avenue – 12th Floor
New York, NY 10018

- **Emailed proposals will be accepted but complete, signed original proposals must be received not later than by 2 days after the Due Date.**

- Normal business hours are 9:00 AM to 5:00 PM, Monday through Friday.
- Proposals received after the due date will be returned unopened.
- There will be no public opening of proposals (see 1.7 – Confidentiality).
- Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. -
- Vendors assume the risk of the methods of dispatch chosen. Common Ground assumes no responsibility for delays caused by any package or mail delivery service.
- Postmarking by the due date WILL NOT substitute for receipt of proposal.

- All bid envelopes must be marked with the following information:

Name of Bidder
Address of Bidder
Due Date
RFP Name
Project Name

1.13 Additional time will not be granted to any vendor. Additional time may be granted to all vendors if Common Ground determines that circumstances require it.

1.14 Errors: Proposals may be withdrawn or amended by bidders at any time prior to the proposal opening. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of fulfilling the contract at the proposed price or withdrawing the proposal. If an extension error has been made, the unit price will prevail.

2.0 GENERAL TERMS AND CONDITIONS

2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of Common Ground and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.3 Contract Administration: If the Contractor needs clarification of or deviation from the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from Kelvin Brown, Director of Facilities, Common Ground, 212. 389. 9362.

2.4 Contractual Terms: This language must be included in subcontractor contract: "LMDC contractual terms will be included in the contract of the successful candidate." See the attached document.

2.5 Litigation: The Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws principles. The Contractor agrees that any litigation action or proceeding arising out of this Contract shall be instituted in a state court located in the State of New York.

2.6 Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent Common Ground.

2.7 Transportation: Contractor is responsible to ship, receive, inspect and stage the work and materials at the Lee, 133 Pitt Street, New York, NY 10002. Proposal prices must include all charges for transportation and handling charges.

- 2.8 Delivery Notification: Common Ground shall be notified forty-eight (48) hours prior to delivery and installation. Delivery notification shall be made to Kelvin Brown, Director of Facilities, Common Ground, 212. 389. 9362. Receiving hours are Monday – Friday, 8:00 AM – 3:00 PM, holidays excluded.
- 2.9 Packaging: All shipping containers shall be properly and legibly marked or labeled on the outside with the description of the items and purchase order number. Packing or delivery slips must be provided.
- 2.10 Tax Exemption: Common Ground HDFC II is a Non-Profit 501(c)(3) organization and is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. Common Ground is exempt from the payment of New York State and New York City Sales and Use Taxes.
- 2.11 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with Common Ground policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability or veterans status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 2.12 Independent Contractor: Whether the Contractor is a corporation, partnership or other legal entity, the Contractor is an independent contractor. The manner in which services are performed shall be controlled by the Contractor, however, the nature of the services and the results to be achieved shall be specified by Common Ground. The Contractor is not to be deemed an employee or agent of Common Ground and has no authority to make any binding commitments or obligations on behalf of Common Ground except as expressly provided herein.
- 2.13 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify Common Ground and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by Common Ground or for which Common Ground may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.14 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence based form)	\$5,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Automobile Liability (Including Hired & Non-Owned)	\$5,000,000 per occurrence or more (Bodily Injury and Property Damage)

3. Workers Compensation Required for all personnel
(In Compliance with Applicable State Law)

Common Ground shall be named as an Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with Common Ground.

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

An additional insured and certificate holder, Common Ground shall be named as:

Common Ground HDFC II – Pitt Street LP
505 Eighth Avenue – 12th Floor
New York, NY 10018

Additional insured shall be added to this certificate at Common Ground's request at no additional cost.

- 2.15 Quantities: The quantities shown on this request are based on estimated needs. Common Ground reserves the right to adjust quantities to meet needs
- 2.16 Colors/Finishes: As per design specifications

3.0 PERFORMANCE TERMS AND CONDITIONS

- 3.1 Furnish and Assemble: The items on this contract will be provided on a Contractor furnish and assemble basis. The Contractor will have the complete responsibility for the items until delivered and assembled. All transportation and assembly arrangements will be the responsibility of the Contractor.

Items will be delivered directly to **133 Pitt Street, New York, NY**. Delivery notification must be made to the end user at least 48 hours prior to delivery. Final site clean-up shall be included in the price and provided.

All crating and other debris **must** be removed from the premises and disposed of properly in non Common Ground containers. The Contractor will be solely responsible for correcting damage to premises resulting from the delivery and assembly process.

- 3.2 Default Contingency: In the case of default by the Contractor, for any terms of the Contract, Common Ground may procure the services of an alternate contractor and hold the contractor responsible for any excess cost occurring as a result of the default.

- 3.3 Small and minority-owned and women-owned business enterprises are encouraged to bid or be included in the bid. There is a 20% MWBE goal for this contract. Bidders must submit their MWBE plan. The bidder's ability to meet or exceed the MWBE goal will be considered as part of the evaluation criteria. As used in this procurement, the term "minority and woman-owned business enterprise means a business at least fifty-one percent (51%) owned and controlled by minority group members or women.
- 3.4 Payment: Payment will be made upon a schedule of values as approved by the architect for work completed.
- 4.0 SCOPE OF WORK
- 4.1 Please see Architect Bid Forms