

# Westbury Affordable Housing

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## Request For Proposals

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Town of North Hempstead Community Development Agency

and

LONG ISLAND HOUSING PARTNERSHIP, INC.

Application Due Date

Completed applications must be submitted by 4:00pm on Thursday,  
October 20, 2016

TO:

Long Island Housing Partnership  
180 Oser Avenue, Suite 800, Hauppauge NY 11788



## **1. Introduction**

The Town of North Hempstead Community Development Agency (CDA) in cooperation with the Long Island Housing Partnership INC. (LIHP), a not for profit housing agency, are requesting proposals (RFP's) from qualified design builders (the "Design Builder") who will for each of (4) four housing sites provide: surveys, Home Energy Rating System (HERS) documents, construction plans and specifications (the "Construction Documents) and in accordance with the CDA approved Construction Documents obtain permits to construct (3) three new affordable homes on CDA owned properties located in New Cassel, Westbury New York 11590;

- a) 160 Urban Avenue, Section 11, Block 28, Lots 36, 37 and 83
- b) Sheridan Street Parcel 1: Section 11, Block 45, Lots 17,18 and P/O 19
- c) Sheridan Street Parcel 2: Section 11, Block 45, Lots 21, 20 and P/O 19,  
**and rehabilitate (1) one single family home located at;**
- d) 205 Urban Avenue, Section 11, Block 27, Lots 78 and 79  
the project sites -(the "Sites").

The Design Builder entity also the respondent (the "Respondent") to this RFP can be a general contractor, developer, architect, or any person or entity which may take a variety of legal forms, such as a sole proprietorship, a partnership, a joint venture, and or alternately may form a separate corporate entity or joint venture for this Project.

This project is a component and continuation of New Cassel Westbury's neighborhood revitalization in connection with the New Cassel Westbury Urban Renewal Plan, New Cassel Vision Plan which aims to provide quality infill affordable workforce housing available to First Time Home Buyers who's households incomes are equal to or less then US Department of Housing and Urban Development (HUD) 80% Area Median Income for Nassau County.

LIHP and the CDA have a very successful history developing and delivering quality affordable housing and for this project will provide oversight, interdepartmental municipality and agency support assisting with streamlining pre-construction activities, providing Federal and New York State subsidies, marketing the home(s), qualifying lottery selected eligible buyers for the homes, effectuate home buyers training, contract of sales and home closing, and herein the aforementioned is the project (the "Project").

## **2. Schedule**

<b>Date</b>	<b>Phase</b>
September 26, 2016	Release of RFP.
October 3, 2016 at 10 a.m.	Site Viewings.
October 3, 2016 through October 11, 2016	Written Request(s) for Information.
October 3, 2016 through October 13, 2016	Written Response(s) to Request for Information.
<b>October 20, 2016</b>	<b>Proposal Submission Deadline 2:00PM.</b>
October 20, 2016 through October 27, 2016	Proposal Review Interview(s), if any.
November 4, 2016	Contract Award.
November 4, 2016 through November 17, 2016	CDA/Design Builder Contract Signing.
November 17, 2016 through December 15, 21016	Notice To Proceed "Final Design and Construction Documents".
December 15, 2016 through February 12, 2017	Applications for Permits and Permit Approvals.
January 12, 2017 through February 12, 2017	Construction Notice To Proceed Issued.
February 12 through July 13, 2017	Construction through substantial completion.
July 13, 2017 through August 17	Issuance of Certificate of Occupancy.

### **3. Design Builder Responsibilities**

3.1 Design Builder entity shall contract with CDA and provide everything needed including land surveying documents, architectural plans and obtaining permits and approvals for the Project and in accordance with the CDA approved plans, permits and contract and build (3) three new houses on CDA's Sites;

a) 160 Urban Avenue, Section 11, Block 28, Lots 36, 37 and 83

b) Sheridan Street Parcel 1: Section 11, Block 45, Lots 17, 18 and P/O 19

c) Sheridan Street Parcel 2: Section 11, Block 45, Lots 21, 20 and P/O 19,

**and substantially renovate one house located at;**

d) 205 Urban Avenue, Section 11, Block 27, Lots 78 and 79 which includes,

#### **3.2 Provide Project Pre Construction services and deliverables which include;**

3.2.1 Hiring and or assembling a development team of professionals and constructors who can deliver the Project, on time per the Schedule herein and or as mutually agreed upon Schedule changes, if any.

3.2.2 Licensed land surveyor's surveys.

3.2.3 HERS Rater and HERS documentation.

3.2.4 Architectural services and delivery of complete set of permit documents and construction documents in accordance with agencies and departments having jurisdiction over the Project and in accordance with; Site d renovation "Appendix A, Site d 205 Urban Ave architectural design-development and specification documents" and Sites a, b and c new construction in accordance with each sites specific conditions and boundaries and "Appendix A; Covert Street construction and permit documents" (the "Construction Documents").

3.3 **Design Builder** shall provide CDA with Construction Document development progress review(s) for CDA approval during development of the documents and prior to issuance of permits.

3.4 **Design Builder** may hire the architect or designer of record who developed Appendix A documents to complete and reproduce same for this Project or may hire in their own opinion a different licensed architect or engineer to complete and reproduce the documents for this Project as same are property of CDA and are transferable for this Project.

3.4.1 In accordance with CDA approved Construction Documents file documents applications and applications for permits and approvals, and obtain permits and approvals from all agencies and departments having jurisdiction over the Project which include:

- a) Westbury Water; domestic water service.
- b) PSEG or equal; gas service.
- c) National Grid or equal; electric service.
- d) TNH Building Department permits for building, plumbing, drainage, HVAC, demo, sewer, water, and fences.
- e) TNH Highway Department permits for sidewalks, street openings, curbs, and apron permits.
- f) Nassau County DPW-sewer permits.

**3.5 Provide General Requirements during Project contract and construction which include:**

- 1. Securing Sites to prevent theft and vandalism.
- 2. Securing Sites to prevent dangerous conditions
- 3. Site fencing.
- 4. Signs.
- 5. Maintain in good condition CDA provided Town and State Signs.
- 6. Temporary water-closet.
- 7. Erosion Control(s).
- 8. Protection of placed; work, improvements, finishes and fixtures.
- 9. Utilities during Construction.
- 10. Climate control(s) for placed work improvements, finishes and fixtures.
- 11. Site Supervision.
- 12. On Site; Construction Documentation, As-Built Construction Documentation,
- 13. Log with daily; weather, work performed or placed, visitors and inspections,
- 14. Banker box containing manufactures install directions, warranties, operating and maintenance manuals for all work equipment,
- 15. Carting and clean ups,
- 16. Site, landscaping, walkways and right of ways maintenance and clearing during the Project from Proceed Order through buyer closing,
- 17. HERS testing and approval certificates,

18. Building department required certifications and correction of work and site conditions, if any needed,
19. Licensed land surveyors survey construction documents; stake-out plan, and benchmark survey, foundation location survey, ridge and eave height survey and final as built survey,
20. Obtain Certificate of Occupancies and approvals and documents from agencies and departments having jurisdiction and effectuate issuance of Certificate of Occupancies.

**3.6 Provide all labor, material, professional and construction and contracting services needed to:**

Construct the Project Sites in accordance to CDA approved Design Builder provided Construction Documents, permits and approvals which includes clearing the site, selective demolition, and building the new houses on the Sites inclusive of all on and off site improvements and utilities.

**3.7 Provide general conditions during the Project which include:**

3.7.1 Commencing and completing the Project per the Schedule herein which includes starting Pre Construction upon signing contract and starting construction on or about when which comes last of the following are effectuated; home buyer obtained a mortgage pre approval and entered into a purchase contract with CDA, permits are issued and notice to proceed is issued.

3.7.2 Project schedule of values for Pre-Construction and Construction Phase.

3.7.3 List and updated list of professionals and contractors working on the project.

3.7.4 Verify professional and contractors working on project are not on HUD's debarred contractors list.

3.7.5 General Contractor and subcontractor(s) workers compensation and general liability insurance certificates, and indemnification agreements specified in Appendix C of this RFP.

3.7.6 Provide documentation

3.7.7 Provide AIA G702 and G703 or equal payment requisition every three weeks for deliverables and work placed.

3.7.8 For Sites a, b, and c, the Design Builder shall provide funding for the project until \$175,000 is remaining of the Contract Sum. Thereafter, CDA will pay remaining Contract Sum in progress payments for work placed up to \$175,000 and remaining Contract Sum balance, if any, shall be paid to the Design Builder following the homebuyers closing.

3.7.9 For Site "d" renovation CDA shall make contract amount progress payments to Design Builder during the Project.

3.7.10 Forced Owner Allowances include in Design Builder proposal shall be included in the contract sum which shall be for amounts and products by entities the CDA may direct but the Design Builder shall not be required to purchase products or employ persons or entities whom Design Builder has reasonable objection. Forced Owner Allowances shall cover cost to the Design Builder for materials and equipment delivered to the Site. Design Builders costs for unloading and handling at the Site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the contract sum but not in the allowances; and whenever costs are more than or less than allowances the contract sum shall be adjusted by change order and the change order shall reflect the difference between actual costs and the Forced Owner Allowances amount(s). Materials and equipment under Forced Owner Allowances shall be selected by the owner with reasonable promptness following Design Builders request. Unspent Forced Owner Allowances, if any, shall be credited to Owner.

Contingency Reserve included in Design Builder proposal shall be included in the contract sum which shall be for unforeseen Project costs or changes, if any. Unspent Contingency Reserve, if any, shall be credited to Owner.

3.7.11 Participate in meetings with CDA, local officials and LIHP on occasion, for each payment requisition inspection, for matters or activities that can or are impacting the Project critical path and completion and for public relations or press releases.

3.7.12 Secure and Guarantee Project completion by delivery of personal and corporate guarantee(s).

3.7.13 Contractor shall not collect New York state sales tax and shall effectuate all purchases and hired services and contractors and sub-contractors do not collect New York State sales tax as CDA is tax-exempt and shall provide its tax exempt certificate when practical.

3.7.14 Implement an Affirmative Action Agreement acceptable to Federal and New York State regulations for its employees and sub-contractors, and others as required by funding sources and CDA.

3.7.15 Limit profit to 10% or less and allow an independent certified public accountant as provided by others, audit the Design Builders documents and or books to verify not more than 10% profit is made.

3.7.16 Obtain a Long Islands Builders Institute warranty or equal.

<http://www.islandstateshomes.com/static/sitefiles/limited-warranty.pdf>

#### **4. Proposal Contents**

Proposals submitted must contain all documentation required in this RFP at time of the submission due date. Upon review, LIHP and CDA at its discretion may notify a respondent that additional information or clarification is required. Respondents that do not adhere to these requirements risk disqualification from consideration under this RFP. Please provide the following information and documentation:

4.1 Six (6) bounded copies proposal, one unbound copy and one digital copy.

4.2 Provide entity letter head cover letter as per “Appendix Form 1 Applicant Letter” signed by an authorized representative.

4.3 Describe specific and relevant experience of the “Development Team,” including associated consultants and professionals. Document the developer’s ability and capacity to implement a quality project by describing the developer’s experience/qualifications in developing and/or completing housing projects that are similar in size, scope and complexity to this project. And Describe developer’s ability to work with and gain community support in previous projects.

4.4 Submit for each home “Appendix B Budget Pro Forma” satisfactory cost breakdown for each Site in connection with a fixed price contract and comply with all Federal, State and Local laws. A 65% discount shall apply to Town of North Hempstead Building and Highway Departments Permits for this Project, therefore, proposal Appendix B Pro Foma shall reflect this discount equitability.

4.5 Documents illustrating ability to finance the Project.



4.6 A detailed pre-construction, construction and close out project schedule for this project in connection with the Schedule dates provided herein.

4.7 List of relevant projects, including number of units, sales prices, locations and contact information

4.8 List of projects that are in contract and their percent complete.

4.9 Financial statements for last two (2) years.

4.10 If a not for Profit Developer, proof of certified as a 501 (c) 3 tax exempt non-profit by the Internal Revenue Service (IRS).

4.11 CDA is tax-exempt entity, therefore, all proposals and all Project proposal quantities and costing including subcontractors, sub-subcontractors, suppliers, fabricators etc... shall not collect New York State Sales Taxes.

4.12 Current Insurance Certificates "Appendix C".

4.13 A list of this RFP's Addenda(s), if any. Include date, addenda number and respondent's signature on the list acknowledging receipt of addenda's for this RFP.

4.14 Non-Collusion Affidavit; Respondent must sign and return the Non- Collusion Affidavit shown below.

**Non-Collusion Affidavit of Prime Bidder/Subcontractor**

\_\_\_\_\_, being the first duly sworn, deposes and says that:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Owner, partner, etc.) (Company)  
the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Town of North Hempstead Community Development Agency, or the owner of the property interested in the proposed contract;

5. No member of the Town Board, or other Officers of the Town of North Hempstead, or the North Hempstead Community Development Agency, or any person in the employ of the Town or Agency is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the attached Request For Proposal and affirms that the Bidder meets the Eligibility Requirements and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I am/The Bidder is not indebted to the Town of North Hempstead or the CDA in any form or manner.

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

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

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

Witness: \_\_\_\_\_

## 5. Proposal Questions

Direct all communication and inquiries regarding this RFP in writing to:

Joseph Santamaria  
Assistant Executive Director  
Town of North Hempstead Community Development Agency  
Fax – (516)626-3953  
[cdadepartment@northhempstead.com](mailto:cdadepartment@northhempstead.com)

## 6. Proposal Due Date

Submit six bounded copies, one unbounded copy and one digital copy of the proposal on or before **Thursday, October 20, 2016, 2:00 PM** to:

Joseph Sanseverino  
Assistant Vice President  
Long Island Housing Partnership  
180 Oser Avenue, Suite 800  
Hauppauge NY 11788

**Facsimile or electronic transmissions will not be accepted.** LIHP and CDA following review of the initial submission may request additional information. Late submissions will not be accepted. If LIHP and CDA determines, upon review of Qualifications, that any items are missing and/or incomplete, LIHP and CDA in its sole discretion, by written notification given to the contractor, may permit the Contractor to provide or clarify such items. Failure to provide complete information in a timely fashion could result in rejection of the respondent's response to the RFP. All submissions become the property of the CDA and LIHP Contractor has the full responsibility for ensuring that its final response has been submitted in the desired form by the submission deadline in accordance with the instructions in this RFP and in any addenda that may be issued to the RFP.

## 7. Respondents Qualifications

This RFP seeks Design Builder entities that have the experience and organizational capacity to successfully develop newly constructed affordable housing and rehabilitate existing homes. LIHP and CDA will review applications and identify a List of Qualified Contractors based on the criteria of this RFP. Design Builder entities will be evaluated based on their development experience, record of developing successful projects, their capacity to implement affordable housing projects, familiarity with Nassau County communities, the affordability of the homes to the target population and the ability to work cooperatively with LIHP and CDA staff, consultants and local municipalities.

The Design Builder being sort in this RFP can be a general contractor, developer, architect, not for profit, or any person or entity which may take a variety of legal forms, such as a sole proprietorship, a partnership, a joint venture, and or alternately may form a separate corporate entity or joint venture for this Project.

The CDA and LIHP strongly encourages respondents that are certified by New York State, or any other city or state, or the federal government, as minority- and/or woman- owned business enterprise (“M/WBEs”), as well as respondents that are not yet certified, but have applied for certification, to submit responses to this RFP. All New York State certified M/WBE firms submitting proposals to this RFP should be registered as such with the New York State Department of Economic Development. For M/WBE firms that are not certified but have applied for certification, please provide evidence of filing, including filing date. For purposes of this solicitation, LIHP and CDA hereby establishes an overall goal of 20% M/WBE participation, 10% minority-owned business enterprises (“MBEs”) and 10% women-owned business enterprises (“WBEs”). For General Contractors who are not M/WBE, LIHP and CDA encourages the General Contractor to use its best efforts to include M/WBE businesses as part of the Development Team.

Contractors are also encouraged to make use of local and neighborhood trades people and material suppliers.

All entities must be qualified in each of the following qualification criteria in order to be considered. LIHP and CDA will evaluate submitted Qualifications to determine if they meet the qualification criteria. All entities must submit a full response to this RFP and meet the minimum criteria set forth in this RFP. Qualifications that are not complete or do not conform to the requirements of this RFP will be eliminated from further consideration. LIHP and CDA may request additional information, site visits, interviews, or presentations.

## 7.1 Completeness of Qualifications

### I. Development Experience and Capacity

Affordable housing development experience will be evaluated as it reflects the Contractors demonstrated ability to successfully carry out a quality project of the type, size, and complexity the Westbury Affordable Housing Program envisions, in a timely manner.

## II. Ability To Finance

Contractor must demonstrate adequate financial resources to develop a project of the scope proposed in their submission. LIHP and CDA will evaluate the Contractor's assets, bank or other lender references and current commitments in order to assess the Contractor's capacity to secure, absorb any cost overruns, and complete construction of Contractor's entire Project in a timely manner. For each new home constructed, Sites a, b, and c, the Design Builder shall provide funding for the project until \$175,000 is remaining of the Contract Sum. Thereafter, CDA will pay remaining Contract Sum in progress payments for work placed up to \$175,000 and remaining Contract Sum balance, if any, shall be paid to the Design Builder following the homebuyers closing. For Site "d)" renovation CDA will make contract amount progress payments to Design Builder during the Project with CDBG and HOME funds.

LIHP may have low cost construction financing available for the Project through LIHP's Community Development Financial Institution (CDFI). For information and a loan application contact Joseph Gallo, CDFI Director at 631-435-4710.

## III. Community Involvement and Support

Community involvement and support will be evaluated by Contractor's proven ability to obtain the support of community stakeholders and benefit the community through past developments. Among the factors that will be considered are:

- Ability to effectively execute a strategy to get community support in the pre-development phase of past projects; and
- Planning/design approach within the context of the RFP communities.

## IV. Adverse Findings

A Contractor's Qualification may be rejected at any time during or after the evaluation process if there are any adverse findings regarding the Contractor, any entity or individual associated with the Contractor, or any property owned and/or managed by them. Such adverse findings may include, but are not limited to:

- Conviction, administrative violation, judicial or administrative finding, pending judicial or administrative case, or pending litigation for harassment, arson, fraud, bribery, grand larceny, any felony or crime of dishonesty, or noncompliance with fair housing or anti-discrimination laws, any applicable codes or ordinances, labor laws, or construction laws.
- Defaults or poor performance under any government- assisted program;

- Suspension or debarment by any governmental entity;
- Mortgage arrears, default, or foreclosure proceedings;
- Tax arrears, tax foreclosure or enforcement proceedings, or sale of tax liens;
- Voluntary or involuntary bankruptcy proceeding.

## **8. Selection Criteria**

### **8.1. Process**

Upon receipt of submittals, LIHP and CDA staff will evaluate and determine which, if any, Contractors will be invited for follow-up interviews. However, the LIHP and CDA retain the right to select a Contractor without interviews.

Submittals will be evaluated based on the following criteria:

1. Completeness of the submittal relative to the RFP requirements.
2. Contractor Experience with affordable housing developments.
3. Experience of the Contractor including key consultants.
4. Quality of design and architecture of homes being proposed.
5. Financial strength of Contractor and ability to finance part of the project.
6. Quality of materials.
7. Ability to comply with Federal, State, and Local regulations.
8. Participation of Minority and Women Owned Business Enterprises.
9. Cost effectiveness of prior developments and Contractor's ability to stay within budget.
10. Ability to maintain at Contractor's sole expense insurance coverage as required in Appendix C.
11. Affordability of homes to target population.

The LIHP and CDA will completely review and analyze all submittals and may request that Contractors modify, clarify or supplement their proposals with additional information. Contractor(s) may also be asked to make a formal presentation and/or come in for an interview. The final selection decision is to be made by the Town of North Hempstead Community Development Agency (CDA) Board of Directors.

## **8.2. Rejections of Proposals**

The CDA reserve the right to reject any or all proposals, or to award a contract, in whole or in part, if deemed to be in the best interest of the CDA. It is understood that the CDA is not obligated to choose the lowest proposal amount. The decision of the CDA will be made in its sole, arbitrary and non-reviewable discretion.

## **8.3. Cost Liability**

The CDA and LIHP assumes no responsibility and no liability for cost incurred by the applicant prior to or after the issuance of a contract except as expressly set forth in writing in the contract.

## **8.4. Choice of Materials**

It is the intention of the CDA to provide the highest quality in the construction and materials given the stated budget constraints. Once again, applicants should be aware that the choice of all materials will be used in the selection of the successful applicant. Applicants must submit a detailed specification of all materials to be used. All construction must comply with minimum applicable State, Federal and local municipality codes and CDA Appendix A architectural design-development documents and specifications or CDA approved equal.

## **8.5. Rights Reserved by the CDA**

The CDA reserve the right in its sole discretion to recommend the awarding of an agreement related to this RFP based upon the written proposals received by the CDA without prior discussion or negotiation with respect to those proposals. All portions of this RFP will be considered part of the agreement and will be incorporated by reference. Any contract awarded by the CDA in connection with the RFP will be subject to approvals as required by applicable Federal, State or local laws, rules, regulations and ordinances. As part of the evaluation process, the CDA specifically reserve the right to review and approve the drawings, plans and specifications for redevelopment with respect to their conformance with the goals and requirements of this RFP. The CDA reserve the right to request additional information from any or all Proposers if necessary to clarify information contained in the proposal. CDA may, in their sole discretion, cancel this RFP, in whole or in part, or reject all proposals submitted when this action is determined to be in the best interest of the CDA.

## **8.6. RFP Addenda**

LIHP and CDA reserve the right to amend or withdraw this RFP at any time. If, in LIHP's Judgement, additional time is required for Contractors to prepare their response, LIHP and CDA reserve the right to grant an extension of the deadline for submission, and such extension will then be granted to all Contractors.

## **9. CONDITION, TERM, AND LIMITATIONS**

This RFP is subject to the specific conditions, terms and limitations stated below:

- A. CDA AND LIHP is not obligated to pay nor shall it fact pay any costs or losses incurred by any Contractor at any time including the cost of responding to the RFP.
- B. CDA AND LIHP reserves the right to reject at any time any or all submissions and/or withdraw this RFP in whole or in part, to negotiate with one or more Qualified Contractors, and/or undertake projects on terms other than those set forth herein. CDA AND LIHP likewise reserves the right, at any time, to wave compliance with, or change any of the terms and conditions of this RFP, and to entertain modifications and additions to the applications of Qualified Contractors.
- C. The Qualification of a Contractor will mean only that CDA may commence negotiations with the Contractor. CDA will send written notification to commence negotiations if a Qualified Contractor is selected.
- D. Qualification of a Contractor through RFP will not create any rights on the Contractor's part including without limitation, rights of enforcement, equity, or reimbursement.
- E. This RFP and any agreement or other documents resulting there from are subject to all applicable laws, rules and regulations promulgated by any Federal, State or municipal authority having jurisdiction over the subject matter thereof, as the same may be Amended from time to time.
- F. This RFP does not represent any obligation or agreement on the part of CDA AND LIHP which may only be incurred or entered into by a written agreement which has been approved as to form by the CDA AND LIHP Legal Counsel and duly executed by the Contractor and the CDA AND LIHP.
- G. No transaction will be consummated if any principal of any selected Contractor is in arrears, or in default upon any debt, lease, contract or obligation to New York State, including without limitation real estate taxes and any other municipal liens or charges. CDA AND LIHP reserves the right not to review any Qualification by any such Contractor.
- H. Entities that are in debarred status by either New York State or The United States Department of Labor, and entities with histories of convictions of criminal violations of the Occupational Health and Safety Act within the five years preceding the closing date, will not be eligible to enter into development agreements or serve as prime or general contractors on this project.



- I. No commission for brokerage or any other fee or compensation shall be due or payable by CDA AND LIHP and a Contractor undertaking to indemnify and hold the CDA AND LIHP harmless from and against any such claim for any such fee or compensation based upon , arising out of, or in connection with any action taken by the Contractor, the selection of the Contractor's submission for the list of Qualified Contractors and invitation to the Contractor to respond to this RFP, the conditional designation of a Sponsor pursuant to this RFP or the sale of a site.
- J. All determinations as to the completeness or compliance of any Qualifications, or as the eligibility on any Contractor will be within the sole discretion of CDA AND LIHP.
- K. CDA AND LIHP advises all Contractors that there is no legal obligation on the part of the CDA AND LIHP to issue the RFP, and that CDA AND LIHP reserves the right to use the Qualifications submitted pursuant to this RFP as a basis for negotiation with Contractors as the CDA AND LIHP deems appropriate.
- L. This RFP and any resulting agreement are subject to all applicable laws, rules and regulations promulgated by any Federal, State, or municipal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
- M. Contractor recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of this project. CDA AND LIHP encourages firms that are M/WBE certified in New York State, or municipality, or the federal government, be included in the response to this RFP.
- N. Qualified Contractor(s) selected shall procure and maintain, at its sole cost and expense, in full force and effect without interruption during all periods of services covered by this Agreement, the Services or Scope of Services, or any Task Order(s), insurance of the type, and with the limits and deductibles, as prescribed by the North Hempstead Community Development Agency (CDA).

# Appendix Form 1

## Applicant Letter

(Submit on applicant letterhead)

Mr. Peter J. Elkowitz, President and CEO  
Long Island Housing Partnership  
180 Oser Avenue, Suite 800  
Hauppauge, NY 11788

Dear Mr. Elkowitz:

This letter is being submitted in connection with my qualifications submitted in response to the Westbury Affordable Housing Program RFP issued by the Town of North Hempstead Community Development Agency and the Long Island Housing Partnership Inc.

I have received, read and understood the provisions of the RFP and certify that the information submitted in and with the submission is true and accurate, and that I am authorized to submit this submission.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Applicant

**Appendix A**

**Home Designs**

***Please refer to Link for Home Designs  
which is available on Request for Proposal website page***

**Appendix B**  
**Development Pro Forma**

Respondents must complete the Development Pro Forma for each housing site and be prepared to submit detailed pro forma upon request.

***Please refer to Link for fillable Development Pro Forma  
which is available on Request for Proposal website page***

## Appendix C

### Project Insurance Requirements

The Design Builder shall provide with their **PROPOSAL SUBMISSION** proof of insurance coverage and limits from Best Rating of A or better licensed to do business in the State of New York insurance companies or the state in which the Contractor is domiciled.

The General Contractor,(Contractor) at its sole cost and expense, shall maintain and keep in full force and effect the following types of insurance coverage and minimum limits with insurance companies with a Best's Rating of A or better and licensed to do business in the State of New York.

Prior to commencement of any work/construction, Contractor must provide evidence of the following coverage with Certificates of Insurance satisfactory to the Owner. Contractor shall also provide a completed New York State Construction Certificate of Liability Insurance Addendum (Acord 855). Certificates must provide a minimum of 30 days' notice of cancellation to all Certificate Holders.

(A) Workers Compensation:

1. Employers Liability Insurance with limits not less than \$500,000 per occurrence; per employee for disease, and in the aggregate for disease.
2. The policy form and coverage must be provided as directed by the State of New York Workers Compensation Law, including an all states endorsement, Occupational Disease Insurance and Voluntary Compensation Insurance.

(B) Commercial General Liability:

1. Minimum Limits: Bodily Injury & Property Damage:
  - i. \$1,000,000 Each Occurrence
  - ii. \$2,000,000 Aggregate
  - iii. \$ 300,000 Fire Damage Legal
  - iv. \$ 5,000 Medical Payments
2. General Liability shall be written on an occurrence basis and shall be subject to no deductibles or self-insured retentions.
3. Coverage shall be written with a Per Project Aggregate endorsement.

4. The Coverage shall have no residential exclusions.
5. The General Contractor shall maintain Commercial General Liability coverage for itself and all Additional Insured's for the duration of the project and maintain Completed Operations coverage of itself and each additional insured for at least (2) year after the completion of work.
6. Commercial General Liability Insurance must be written on an ISO occurrence form (CG 00 01 1093) or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, medical payments, broad form property damage, explosion, collapse and underground property damage.
7. Additional Insured's - As required by the contract, Liability Insurance policies must provide Additional Insured status on a primary/non-contributory basis to the Owner, its affiliates and other parties as required, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insured's.
8. Contractual Liability Coverage must be included to cover obligations required by this contract.

(C) Commercial Automobile:

1. Minimum Limits: Bodily Injury & Property Damage:
  - i. \$1,000,000 Each Occurrence
  - ii. \$2,000,000 Aggregate
2. Business Auto must include coverage for Bodily Injury & Property Damage liability arising out of all Owned, Leased, and Non-Owned and Hired vehicles.
3. Commercial automobile policy must extend coverage to the sponsor using ISO Designated Insured Endorsement CA2048 7/97 or cover the loading and unloading of vehicles at the job site.

(D) Excess Liability:

The General Contractor shall have excess liability coverage with the following minimum limit: Bodily Injury & Property Damage - \$3,000,000.00.

Note: Contractors excess liability coverage minimum may vary so long as the combined primary liability and/or excess liability coverages on a per occurrence basis provide at least - \$4,000,000.00 in combined primary and excess liability coverage.

(E) Sub-Contractor Requirements:

The General Contractor shall obtain from all Sub-contractors Commercial General Liability Coverages of one (1) million per occurrence and two (2) million in aggregate in. Subcontractors are not required to carry excess liability coverage unless the scope of work falls within one or more of the categories listed in Section "F" below. Liability insurance policies for Sub-contractors must provide Additional Insured status on a primary/non-contributory basis to the Contractor, Owner and its affiliates and other parties required by this contract, using ISO Additional insurance Endorsement CG 20 10 (11/85) or an endorsement providing equivalent coverage to the Additional Insured's. The General Contractor is required to obtain Certificates of Insurance from their Sub-contractors as proof that this warranty has been complied with, and to provide the same to Owner upon request.

(F) Additional Sub-Contractor Requirements:

In addition to the requirements set forth in Section E "Subcontractor Requirements" above, in addition to the General Liability Policy Coverage of one (1) million per occurrence and two (2) million in aggregate, sub-contractors performing the following work shall carry three (3) million in excess (umbrella) coverage:

1. Excavation and Foundation preparation and building
2. Installation of Siding, Gutters, Eaves, etc.
3. Construction, repairing and/or replacing roofing structures
4. Crane and back-hoe operations
5. Any and all sub-contractors working at an elevated position, which creates a height differential of more than five (5) feet off the ground, and who are engaged in construction and repairing work.

Note: Sub-Contractors excess liability coverage minimum may vary so long as the combined primary liability and/or excess liability coverages on a per occurrence basis provide at least - \$4,000,000.00 in combined primary and excess liability coverage.

(G) Schedule of Additional Insured's:

1. Following are the additional insured's to be named as required by this Agreement. If other parties are required, they will be provided to you by addendum.

1. Long Island Housing Partnership, Inc.
2. Long Island Partnership Housing Development Fund Company, Inc.
3. Long Island Partnership Community Development Corporation
4. Nassau/Suffolk Partnership Housing Development Fund Company, Inc.
5. Nassau County
6. New York State Affordable Housing Corporation.
7. Town of North Hempstead
8. Town of North Hempstead Community Development Agency