

**CLEMENTE SOTO VÉLEZ CULTURAL AND EDUCATIONAL CENTER,
INC**

REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES

November 12, 2012

PROPOSAL DEADLINE: December 3, 2012

PROPOSALS DELIVERED TO: Jan Hanvik | Executive Director | The Clemente Soto Vélez Cultural and Educational Center Inc. aka The Clemente

You are hereby invited to submit a proposal for Architectural Services according to the terms and conditions outlined below. This RFP provides detailed information for the proposer as to the requirements and the requisite qualifications and experience.

This RFP, responses to questions, and any addenda will be posted on the Clemente Soto Velez Center (henceforth referred to as The Clemente) website: www.csvcenter.org and that of the Lower Manhattan Development Corporation (LMDC) www.renewnyc.com.

Questions must be submitted in writing no later than November 29, 2012 to Jan Hanvik, Executive Director, The Clemente by email: jhanvik@csvcenter.org. Responses to timely submitted questions will be posted no later than 11/30/2012. The Clemente will not accept, and cannot respond to questions via other methods.

Six (6) bound copies of your RFP are to be submitted to The Clemente, 107 Suffolk Street, #312, New York, NY 10002 (bet. Delancey and Rivington Streets.) An interview / presentation will be required of each short-listed firm. This interview may provide an opportunity for the firms to clarify or elaborate on their qualifications, but will, in no way, change the original submission. Relevant staff should be present at the interview. The Clemente's request for an interview shall not constitute retention for the firm for services.

Proposals must be received no later than 5:00 PM EST, December 2, 2012.

KEY DATES:

MILESTONE	DATE
Issuance of RFP	11/13/2012
Public Advertising period	15 days
Site Walkthrough	11/20/2012 - 10:00 am
Last day of Q/A period	11/30/2012
Proposals Due:	12/3/2012
Interviews	Week of 12/10/2012

GENERAL INFORMATION**MISSION:**

The Clemente Soto Véllez Cultural and Educational Center, Inc. is a Puerto Rican / Latino cultural institution that has demonstrated a broad-minded cultural vision and a collaborative philosophy. While the Clemente's mission is focused on the cultivation, presentation and preservation of Puerto Rican and Latino culture, it equally determined to operate in a multi-cultural and inclusive manner, housing and promoting artists and performance events that fully reflect the cultural diversity of the Lower East Side and the city as a whole.

The Clemente was founded in 1994 by Puerto Rican, Uruguayan, and Dominican literary and performing artists to sponsor art exhibits and performances within the facility and in the greater community, focused on the fostering, promotion, and support for Puerto Rican-Latino Arts, while establishing relations with like-minded people and organizations regardless of ethnicity. The Clemente's principal efforts have been focused on maintaining affordable spaces for these artists to develop, make, promote, and present their art forms and on the development of audiences to whom to present them.

The home of the Clemente is the 98,000 SF former Public School 160 building designed by the architect CBJ Snyder. The five-story building was constructed in 1897 – 1898 and is repurposed as a collaborative arts center, housing 43 art studios, 11 Not for Profit Arts organizations, 4 theaters, 3 galleries, 3 rehearsal rooms and a café.

PROJECT OBJECTIVES AND DELIVERABLES

The objective of the project is to develop a scope of construction work that is within the available funding for the project and which addresses issues as outlined in the Master Plan available at www.csvcenter.org. It is the intent of The Clemente to procure complete Design Development documents for the entire building that address these issues, as well as Construction Documents for the Basement and First floors.

The following is a list of deliverables that will be required of the successful Architectural Firm:

- Complete Design and Construction Documents for future or potential usage of the Basement and First Floor with respect to circulation, ADA and other code compliance, Sprinkler and egress.
- Cost Estimates at Schematic, DD and CD phases for above.
- Construction Administration for the above.

- Schematic Design documents for future or potential usage for the Second Floor through Roof with respect to circulation, ADA and other code compliance, Sprinkler and Egress.
- Cost Estimates for above Schematic Designs
- Recommendations for future uses based on interviews with The Clemente and its constituents.

PROJECT SCOPE

The successful Architectural Firm will provide the following services:

Review, evaluate, and consider for Construction Development all or appropriate parts of the October 2010 Master Plan created by Deborah Berke and Partners Architects and Beckelman + Capalino. Should there be any material changes or comments, the Architect shall immediately bring them to the attention of the planning team. In addition, the successful firm shall make final recommendations for the scope of work to be performed.

Identify a scope of work for Phase I that addresses outstanding ADA, Life Safety and compliance issues on the First floor and Basement levels within the provided budget.

Prepare Design and Construction Documents of the Basement and first floors which incorporate all recommendations (ADA, Life Safety, Compliance, Sprinkler, etc.) and Schematic Design Documents for the Second floor through the roof.

Identify phased scopes of work to be performed on Second floor through Roof, which align with available funding. Prepare Schematic Design Documents for same.

Provide Cost Estimates for the overall project and for the Schematic, Design Development, and Construction Documents phases of the Basement and First floor project; provide Schematic Cost Estimate for work identified on the second floor through roof.

Prepare or cause to be prepared an Outreach Report to the arts and community organizations and key individuals in the local community. This effort will involve meeting with various groups and individuals identified in association with The Clemente and potentially the local Community Board 3 and establishing the possibilities to align the needs of the community with the resources of the Clemente.

Analyze appropriate egress signage requirements with an ongoing Way finding / Identity signage project in coordination with Kudos Design Partners through DesigNYC with The Clemente in keeping with an organization-wide branding for the Center's re-inauguration.

Conduct and record Design Meetings with the Clemente Board, staff members, LMDC, DCA and DDC as appropriate.

Participate in the selection of a responsible Contractor to complete the work.

The work on this project must comply with NYC Local Law 86.

Construction Administration

Coordinate with Project Management Staff from the NYC DDC and DCA.

PROJECT BUDGET:

The overall project budget is \$2,000,000

CONSTRAINTS:

The Clemente has entered into an agreement with the LMDC which governs the funding of this project. As such, any relevant conditions of the agreement with the LMDC as regards performance, reporting and procurement will be applicable to the selected Architectural firm on this project. (see Attachment 1 for agreement)

The Project has several funding sources. The Architect will prepare coordinate drawings and relative invoicing that map to the funding structure of the project.

The Project will be managed by the NYC Department of Design and Construction. As such, adherence to the NYC DDC Design Guide will be required. See attached link for the Design Guide.

<http://www.nyc.gov/html/ddc/downloads/pdf/desguide/designguide.pdf>

The Successful Architect will comply with relevant requirements of the LMDC contract with The Clemente regarding MWBE requirements and relevant reporting.

The Clemente, while not designated as an Historic site, must comply with SHPO guidelines, which require concurrence from the SHPO Officer for rehabilitation and demolition.

Monthly manpower reports for these contract services are to be filled out for the use of the LMDC in tracking MWLBE participation and manpower.

PROPOSAL CONTENT

In order for the Selection Committee [composed of associates of some or all of the following The Clemente’s Board of Directors, Consultants, DCA, LMDC and DDC] to conduct a thorough evaluation of all proposals received, proposals must be well

ordered, detailed and concise. Clarity of language and adequate documentation are essential. You are requested, therefore, to provide detailed, functional information. General sales and promotional literature will not suffice and will not be considered.

Firms are requested to address each facet of the objectives, expectations, and requirements of the RFP. Failure to do so may result in disqualification of the proposal as non-compliant.

While The Clemente has reserved the right to clarify any proposal during the evaluation process, it shall not be bound to do so, and firms shall not assume they will have any further opportunity to clarify their proposal subsequent to the *Proposal Due Date*.

CONTACT INFORMATION

On a single cover sheet in your proposal, please provide:

1. The Lead firm or individual's name
2. The lead firm's contact person
3. License or certification information of the lead firm principal(s) or individual(s) who are anticipated to work on The Clemente project.
4. Contact information for the principal(s) or individual(s) who are anticipated to work on the project, including e-mail addresses, main telephone, fax and mobile telephone numbers.
5. Street Address and Web Address of lead firm
6. Year the firm was established.
7. MWBE status of the firm as certified by New York state
8. Size of firm
9. List of proposed sub-consultants.
10. Signature of Principal and date of the signature.

EXECUTIVE SUMMARY

Proposing firms should provide a brief summary of their understanding of the objectives of this RFP and describe how your firm will address those objectives, should they be selected. A straightforward, complete, and concise description of the firm's qualifications and capabilities to provide design services specific to the project should be included.

QUALIFICATIONS

Firms must have experience, resources, qualifications, and capacity to successfully meet the objectives of this multi-disciplinary RFP, by providing a quality service to The Clemente. Firms are therefore requested to provide detailed information that clearly demonstrates experience providing Architectural services to not-for-profits and cultural organizations, and for historic buildings that have been adaptively reused.

LIST OF PERSONNEL

Firms are required to list the individuals who will carry out the work, including their experience with same. In the event that your firm is awarded the contract, no substitutions of personnel will be allowed without the express written permission of The Clemente. If the substitute personnel put forward are unacceptable to The Clemente, and the firm is ultimately unable to satisfy this condition, the Contract may be terminated. In the event of termination of the contract, the Firm will have no claim against The Clemente for any loss.

The firm is also to provide a list of major sub-consultants and references for same. Any project information provided in support of such consultants must be provided in addition to references and project information related to the Architectural firm.

METHODOLOGY

Firms are required to provide a detailed methodology that describes key elements of their proposed approach to meeting the objectives and deliverables as described in this RFP. Such methodology should provide evaluators with step-by-step procedures and a schedule of activities to meet these needs as well as demonstrate a sound understanding of the project requirements.

TIMETABLE / SCHEDULE

Firms are required to provide as part of their proposal a specific timetable including proposed timelines for completion of specific tasks and progress reporting. This must include a schedule for all consultative meetings broken down by each participant and the allotted time for each meeting.

REFERENCES

Firms are required to provide samples of up to five (5) major projects that the firm has completed or that are in progress. Please include the following information with each project:

- Client
- Description/Nature of the work
- Size and complexity of the project
- Construction value of the project
- Amount of agreed fees

- Name of a contact person who can be contacted for a reference and site visit.

These references will be contacted directly by The Clemente

OTHER INFORMATION

Firms should provide any other information that you believe would make the firm's work on behalf of The Clemente superior to that of other firms, or information about your firm's specialty or particular skill to perform specified services.

Firm shall, within its proposal, certify that all design work will be in conformance with the DDC Guidelines for design projects.

FEES

The Clemente is a registered 501(c)(3) non-profit organization registered in the State of New York.

Firms must provide a total lump sum cost in dollars to perform the work proposed in the proposal that accounts for each task in the proposed methodology as well as additional charges or reimbursements. ***The pricing component of the proposal must be submitted in a separate, sealed envelope clearly marked "Fees".***

Firms should include in the fee proposal:

1. Total fee for the engagement
2. Conditions, provisions related to any changes in the scope of work, and exclusions.
3. Hourly and per diem rates for additional work of a similar nature not currently included in this RFP for each of the team members.
4. A list of anticipated reimbursable expense, and the rate charged for each.
5. Any other fees and charges

NOTE: Although proposed fees will be taken into consideration, The Clemente reserves the right to negotiate a lower or different fee structure with any firm that is selected.

CRITERIA FOR SELECTION

In evaluating statements of qualifications submitted pursuant to this request, the Clemente places high value on the following factors, in order of importance:

IMPORTANT CONTRACTUAL PROVISIONS

CONTRACT TERMS AND REQUIREMENTS

The following conditions shall form part of any Contract formed as a result of this RFP between The Clemente and the successful firm. Selected firm will be required to enter into a formal contract with The Clemente. Contents of the proposal prepared by the selected firm, with any amendments approved by The Clemente will become part of the contract awarded as a result of the RFP process.

The selected firm will be required to:

- Work with DDC and The Clemente staff and its consultants to provide Architectural services to The Clemente as outlined in this Request for Proposal.
- Assume sole responsibility for the complete effort as required by this RFP, and be the sole point of contact with regard to contractual matters.
- Maintain accurate accounting records and other evidence pertaining to costs incurred in providing services, and on The Clemente request, to make such records available to The Clemente at all reasonable times during the contract period and for five years after the date of the final payment.
- Refrain from assigning, transferring, conveying, subletting or otherwise disposing of the contract or its rights, titles or interest therein or its power to execute such agreement to any other person, firm, partnership, company, or corporation without prior consent and approval in writing of The Clemente.
- Comply with applicable laws governing projects initiated by The Clemente, its funder, LMDC, and other funding sources, including all applicable requirements and regulations.

INSURANCE

The successful firm shall carry at all times during the performance of the Work, including any warranty period, at its own cost and expense the following minimum insurance, naming The Clemente, the LMDC, the NYC Department of Design and Construction (DDC) and the NYC Department of Cultural Affairs (DCA) as additional insured

1. Workers' Compensation – Statutory requirements and Benefits
2. Employers Liability
3. Commercial General Liability
4. Automobile Liability
5. Professional Liability.

Professional Liability Limits : \$1,000,000
All other insurance limits: \$ 500,000

All policies of insurance shall provide for thirty days written notice to The Clemente prior to any cancellation, material charges, or amendments restricting coverage of any policy or policies.

The successful firm shall provide a certificate of such insurance to The Clemente, as a condition of receiving the award, within five (5) days of notification of award or prior to commencing the Work, whichever is sooner. Failure to do so may result in cancellation of any award made.

INDEMNIFICATION

The successful Firm shall indemnify The Clemente, its Board Members, and its employees from all damages, losses, costs, claims, demands, actions, suits or proceedings which may arise directly or indirectly in the performance or purported performance of the work as a result of the negligent or wrongful acts or omissions of the successful Firm, its employees, agents, subcontractors, or suppliers.

CONTRACT TERMINATION

In the event that the successful Firm, in the opinion of The Clemente, fails to satisfactorily perform the services in accordance with the Agreement, The Clemente reserves the right to terminate the Contract. In addition to any rights of termination at law or in equity, The Clemente shall have the right to terminate any contract formed with the successful Firm upon thirty (30) days written notice to the successful Firm.

The Clemente shall pay all reasonable costs incurred by the successful Firm up to the date of termination, less any excess costs incurred by The Clemente in re-procuring and completing the work where the termination is for cause. However, in no event shall the successful Firm be paid for any amount that exceeds the price of the agreed fee for the work performed. The successful Firm will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

INDEPENDENT CONTRACTOR STATUS

The successful firm is an Independent Contractor and this Agreement does not create an employment relationship with the successful firm, or with its agents or employees.

Notwithstanding the above, the successful firm expressly agrees that The Clemente has the right but not the obligation to supervise any Service performed on its

property for compliance with safety and environmental laws, regulations and guidelines as well as The Clemente policies and procedures.

MISCELLANEOUS CONDITIONS:

A. Obligation only on Formal Contract

Issuance of this RFP and the submission of a response by any candidate firm or the acceptance of such response by The Clemente does not obligate The Clemente in any manner. Legal obligations will arise only on the execution of a formal contract by The Clemente and the selected firm. Responses to this RFP will be prepared at the sole cost and expense of the candidate firms. No materials submitted with this RFP will be returned.

B. The Clemente Reservation of Rights

The Clemente may (i) amend, modify or withdraw this RFP, (ii) revise requirements of this RFP, (iii) require supplemental statements or information from any firm, (iv) accept or reject any or all responses hereto, (v) extend the deadline for submission of responses thereto, (vi) negotiate or hold discussions with any respondent to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (vii) cancel this RFP in whole or in part, if The Clemente deems it in its best interest to do so. The Clemente may exercise the foregoing rights at any time without notice and without liability to any proposing firm or any party for their expenses incurred in the preparation of the responses hereto or otherwise.

C. Nondiscrimination

It is the policy of the State of New York and The Clemente to comply with all Federal, State, and Local laws, policies, orders, rules and regulations which prohibit unlawful discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status.

ATTACHMENTS:

1. To view the NYC Department of Design and Construction's Design Guide [click here](#).
2. To view our Master Plan [click here](#).

CLEMENTE SOTO VELEZ CULTURAL CENTER (THE CLEMENTE)
November 30, 2012

DISTRIBUTION:

QUESTION:	RESPONSE
Will the project require review by the Design Commission?	Any elements of the design that are visible from the exterior (i.e. changes to the doors, windows, roof lines or exterior ramps) will require review by the Design Commission.
Will the Architectural Team need to meet with the individual collaborators of the community individuals/organizations or in a group session?	For the purposes of the RFP, please include 6-8 group sessions with collaborators as identified by The Clemente. .
Will the Architectural Team have access to the survey measurements taken by Deborah Berke Architects?	Yes
Will the related Environmental work and Consultant be carried under the \$2M project budget?	Yes.
Is the Fire Alarm System Code Compliant?	Yes, as far as we know, with some changes expected as the FDNY connects the system to the new boiler.
Is current system designed for tying into by new sprinkler system or will significant upgrade and/or replacement of current system be necessary	We believe in 2006, 3 water mains from the street were consolidated into one to provide the required PSI to drive a building-wide sprinkler system. NO sprinkler system currently exists. This will have to be determined.
Have life safety signage (egress, capacity, etc.) been developed by the Clemente's graphic design team or is this part of the scope of the current RFP?	No. Designs are branding and logo only, not safety.
Will Deborah Burke Partners be permitted to submit a proposal for the project?	The process is open to anyone who submits a proposal. We are not aware of any intent to submit.
DEADLINE EXTENSION	PLEASE NOTE THAT THE DEADLINE FOR SUBMISSION OF THE PROPOSAL HAS BEEN EXTENDED TO DECEMBER 10, 2012.

<p>The RFP states that the scope for floors 2 through Roof is <i>limited to circulation, ADA, code compliance, sprinkler and egress</i> as it relates to future and potential usage. Are we expected to design these future uses as well to a schematic level?</p>	<p>Yes. See below regarding the Basement usage.</p>
<p>The RFP says that we are to identify scope at the upper floors in line with potential funding, but my understanding is that no funding currently exists beyond the \$2 million designated for the lower floors.</p>	<p>There is no current funding for the upper floors, however there is some commitment on the part of the current funders. The Clemente would like to have schematic documents available when funding becomes available.</p>
<p>If the scope of the design work for the entire building is generally limited to life-safety and code upgrades, what is the intent of the community outreach effort? It does not appear that an extensive redesign of the facility is requested in the scope of work.</p>	<p>In addition to Life-Safety we are looking to design for future use of the basement within the current scope of work.</p>
<p>Would you entertain a fee structure that proposes a lump sum for schematic design, followed by a negotiated or percentage fee for construction documents once the scope and budget have been identified? There are substantial scope items that can only be determined in the course of our code research during schematic design, and this makes determining a lump sum fee almost impossible, particularly as MEP and Structural scope are concerned.</p>	<p>For the purpose of comparison we would want a lump sum fee for everyone. The difficulties in coming up with a fee will be taken into consideration during the evaluation of the proposals, and an opportunity to revise fees will be given at a later date.</p>
<p>The RFP references that the project must comply with NYC Local Law 86. Please clarify and confirm if a LEED Silver Certification process will be part of this project.</p>	<p>LEED Silver Certification will be required.</p>
<p>Please clarify and confirm the MWLBE participation goals and requirements in % of fee.</p>	<p>Will confirm in the next Q/A</p>
<p>Page 5 states under "Contact Information" that the Lead Firm provide MWBE status certification. Please confirm that this is not a requirement for the lead firm but relates to the proposed</p>	<p>MWBE status is not a requirement.</p>

sub-consultant team.	
As mentioned during the walk-through please provide "Criteria for Selection" as referenced on page 7 and "relevant conditions of the agreement with LMDC as regards to performance, reporting and procurement applicable to the selected Architectural firm" as referenced on page 4.	Criteria for selection will take into consideration: <ul style="list-style-type: none"> • Work on Historical buildings • Work with Not-for-profit and Arts organizations. • Work on projects with multiple funding sources • Theater experience
The NYC DDC Design Guide references Building Information Modeling (BIM) as a preferred delivery format for the design and construction document delivery. Please confirm if this is applicable for this project.	Applicable.
THE RFP stipulates that the Architect provide Basic Services (Schematic Design through Construction Administration) for \$2MM of ADA/Life Safety/Sprinkler/Code compliance upgrades to the Basement and 1 st Floor. Will Schematic Design of the Upper Floors be restricted to the same scope and issues, that being ADA/Life Safety/Sprinkler/Code, or is there an additional expectation that we will plan the floors and arrive at a Schematic layout based on discussions with The Clemente and the various (6-8) community groups?	Schematic design on the upper floors will be restricted to the same scope and issues.
Clarify role of DCA and LMDC. Are they both funding the project? Is LMDC funding and DCA coordinating management with DDC?	LMDC is funding the design services, DCA is acting as the central agency for funding from City Council and DCA; DDC will manage the design and construction.
Is the selection committee weighted in favor of any of the participating stakeholders? Will the Clemente have a weighted vote?	Input from all participating stakeholders will be taken into consideration, with The Clemente as the determinant voter.
Will this be a multiple prime contract for construction?	No
Is Constructibility Review part of this contract?	It will be part of the Contractor's services.