

**GOVERNORS ISLAND FACILITIES
MANAGEMENT PROJECT**

PROJECT #1232 - BUILDING 110 HEATING SYSTEM UPGRADE

REQUEST FOR PROPOSAL

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All documents related to this RFP can be downloaded using the following link:

https://www.dropbox.com/sh/59vqimr1cvyvhek/AAATY-mP1zkx8coVCCODy_qja?dl=0



PART 1

November 12, 2015

REQUEST FOR PROPOSAL

DUE DATE : Thursday, December 10, 2015
TIME : 3:00PM
LOCATION : Turner Construction
Governors Island Field Office
10 South Street - BMB Slip 7
New York, NY 10004
ATTN: Michael Morrissey

ATTENTION ESTIMATING DEPARTMENT:

You are invited to submit your proposal for work and/or material in accordance with the plans and specifications for the following project:

**GOVERNORS ISLAND FACILITIES MANAGEMENT – CONTRACT # 16033
BUILDING 110 HEATING SYSTEM UPGRADE**

This Request for Proposal (RFP) Book, in its entirety, **MUST** be returned with each page initialed at the bottom, along with all required information, pricing, and documentation to be considered a responsive proposal. Documentation issued in future Scope Clarifications is required to be initialed and returned with your proposal as well.

Proposals received that do not include this initialed book, required information and documentation may not be considered responsive.

PROPOSAL DOCUMENTS

All documents are contained within this RFP.

PRE-PROPOSAL CONFERENCE & WALK-THROUGH

A **NON-MANDATORY** Pre-Proposal Conference & Walk-through will be **held on Friday, 11/20/15 at 10:00AM**. Please contact Michael Morrissey @ email mcmorrissey@tcco.com and Nicholas Daniello @ email ndaniello@tcco.com. Please email to confirm your representative’s attendance. Representatives from the Trust for Governors Island (owner), Design Consultant, and Turner will be in attendance. The purpose of the meeting will be to review the drawings and specifications and for your firm to have the opportunity to present questions as well as provide feedback on the contract documents. The meeting will take place on Governors Island.

Compliance with US Department of Housing and Development and Federal Emergency Management Agency Regulations

A portion of this Project is funded in part by a Public Assistance (“PA”) grant administered by the Federal Emergency Management Agency (“FEMA”). Therefore, the Contractor(s) shall follow all FEMA regulations (2 CFR 200, 44 CFR Part 13, 44 CFR Parts 50-59, 44 CFR Part 206, and related Federal Register Notices). FEMA PA grants are reimbursement grants. In order to receive reimbursement, all Project costs that will be reimbursed by FEMA PA funds must be validated by FEMA respectively. As such, all Project costs that will be reimbursed by FEMA PA funds must be clearly separated from other Project costs.

PROJECT DESCRIPTION

Governors Island is a 172 acre island in the heart of New York Harbor. The Island was a former military base from the early 1800s until 1996. In 1966, the Army turned over control to the Coast Guard, who occupied the Island until its departure in 1996. In 2003, the federal government sold 150 acres of Island to the people of New York, with the Island’s governance and funding



jointly shared by the City of New York and State of New York. The remaining 22 acres of the Island was declared the Governors Island National Monument that is overseen by the National Park Service. The City of New York is currently responsible for Governors Island, and created the Trust for Governors Island (TGI), the organization charged with the operations, planning and redevelopment of 150 acres of the Island., TGI competitively procured and awarded Turner Construction Company to provide facilities and construction management services on Governors Island. Turner Construction is responsible for maintaining Contracts, as well as construction and facilities oversight on the Island.

Building 110 is currently a tenant-occupied space, heated with steam boilers located in the adjacent Building 111. Turner Construction, on behalf of TGI, is seeking a Subcontractor to install two (2) new gas-fired steam boilers, integrate and modify the existing heating system to conform to the boiler installation, and architecturally and mechanically fit-out of the proposed mechanical room to comply with building codes. The objective of this project is to provide Building 110 with its own stand-alone heating system independent of the adjacent Building 111, as the two buildings will be occupied by different tenants.

SCOPE OF WORK

For a complete description of the scope work please see Exhibit A Scope of Work.

REQUESTS FOR CLARIFICATION AND REQUEST FOR INFORMATION PROCEDURE

All questions must be directed in writing to Turner Construction Company, Attention, Michael Morrissey @ email mcmorrissey@tcco.com no later than **Friday, 12/4/15 at 5:00PM**. Questions received verbally **will not** be answered. Answers will be distributed to all Proposing Companies via Scope Clarification. Extensions of the RFP deadline will only be issued via Scope Clarification. It is the responsibility of all Proposing Companies to verify that they are current with all Scope Clarifications issued. Answers to all questions will be uploaded in a cumulative log to the following Dropbox link:

https://www.dropbox.com/sh/59vqimr1cvyvhek/AAATY-mP1zkx8coVCCODy_qja?dl=0

PROPOSALS (IN DUPLICATE)

Proposals must be delivered to Turner Construction Company on the Proposal due date prescribed herein or as further clarified in Scope Clarifications. All Proposals must be submitted with each envelope sealed and, clearly identified with project and proposal information, as follows:

- **Name of Subcontractor**
- **Building 110 Heating System Upgrade**
- **Governors Island - Project No. 16033**
- **Deliver Sealed Proposals to:** **Turner Construction Company
Governors Island Field Office
10 South Street
Battery Maritime Building, Slip 7
New York, NY 10004**

Each proposal in excess of \$100,000.00 shall be signed and accompanied by a Proposal Security (in the form of a bid bond) payable to Turner Construction Company in the amount of ten (10%) percent of the base proposal price and **shall be in Form 664 (see Exhibit D) Only, no other form will be accepted**. Bid Bonds must use the Bond Form issued in the RFP documents, issued by a Surety Company listed on the Current U.S. Department of Treasury’s Federal Register and be licensed to underwrite bonds in the State of New York.

Each Proposing Company shall utilize the specified manufacturers. Any requests for substitutions (including “or equals”) must be submitted in writing by the Request for Information (RFI) procedure and deadline. Acceptance or rejection of a substitution will be issued to all Proposing Companies as a clarification. Substitutions will not be accepted after the RFI Deadline unless requested by Turner Construction Company. NOTE: Manufacturers listed in the specifications are not considered a substitution.



**Governors Island – Project No. 1603300
FACILITIES MANAGEMENT PROJECT
BUILDING 110 HEATING SYSTEM UPGRADE**

1. Each proposal in excess of \$100,000.00 shall include the cost for furnishing 100% Payment and Performance Bonds. The cost of these bonds shall be **included** in the base proposal. Sample Bond Forms are included in Exhibit D of RFP Book. Bonds will be required in Forms 646 and 647 (Provided with RFP Book & Project Manual). No other forms will be accepted.
2. The successful Proposing Company must execute Turner Construction Company’s standard Form of Contract, Subcontract Service Agreement (Form 36 Rev 7/15/13). A sample of this form of agreement is included in Exhibit C of RFP Book.
3. All applicable taxes shall be included in the base proposal as per the attached ST-119.1 (Exhibit B of RFP Book).
4. All Proposing Companies’ are presumed to be financially responsible and must be able to furnish evidence to verify same. All Proposing Companies must complete Turner’s Prequalification forms if previously submitted forms occurred 2 years prior or the proposing company has never submitted the forms. Turner Subcontractor prequalification procedure is included in Exhibit C of RFP Book.
5. Turner Construction Company reserves the right to waive minor proposal irregularities and award the contract in the best interest of the Owner and Turner.

SCHEDULE MILESTONES:

SEE EXHIBIT A SCOPE OF WORK.

Very truly yours,
TURNER CONSTRUCTION COMPANY

Michael Morrissey
Purchasing Agent
cc: F. Yozzo, D. Cooper, J. Kelly, B. Jureller, A. Bagchi, N. Daniello, File



REQUEST FOR PROPOSAL

DUE DATE : Thursday, December 10, 2015
TIME : 3:00PM
LOCATION : Turner Construction
Governors Island Field Office
10 South Street - BMB Slip 7
New York, NY 10004
ATTN: Michael Morrissey

The following information is required for a responsive proposal. Failing to submit all required documents will be considered a material defect in your proposal and will result in disqualification. Please initial each line to confirm your acknowledgement of the requirement and its inclusion in the proposal.

- Acknowledgement and Acceptance of Proposal Book with all exhibits included. _____(initial)
- Each page of the proposal book is initialed. Two sets of original signatures are included. _____(initial)
- Acceptance that no Exclusions are allowed. _____(initial)
- If proposal is greater than \$100,000 cost for Payment and Performance Bond at 10% of proposal price is included. _____(initial)
- Copy of Full Vendex Submission is included if recently resubmitted to MOCS. (Questions 1-20, with receipt from MOCS) _____(initial)
- Two (2) Original Certificates of No Change Forms are included. _____(initial)
- Statement of Years in Business and Litigation History is included. _____(initial)
- Completed Turner Prequalification Form _____(initial)
- Company Experience Modification Rate (EMR), in the form of a letter from company’s insurance firm (on letterhead) is included. [If greater than 1.0, a letter must be issued explaining reason for high EMR, resolution, and future plans for lowering number. In this case, copies of the OSHA 300 and 300A logs for the past three years are required as well.] _____(initial)
- Most recent Audited Company Financial Statements are included as part of the Turner prequalification form _____(initial)
- Acceptance of the Governors Island Project Manual, dated 4/3/14, included in RFP _____(initial)
- Submission of Turner’s Prequalification Form (with required documents), instructions included in RFP (Exhibit C) _____(initial)
- Reviewed, understand and accept the FEMA Requirements in Exhibit E _____(initial)
- Complete Proposal inclusive of lump sum and breakdown requested on Page 13 of the RFP Book _____(initial)

****Proposals received that do not include this required information and documentation will be considered non responsive and will be disqualified.**

PART 2

INSTRUCTIONS TO PROPOSING COMPANIES

A. COMPLETE THE FOLLOWING FOR SUBMISSION WITH YOUR PROPOSAL:

(All items below must be submitted for a proposal to be considered responsive)

NOTE: THE PROPOSING COMPANY MUST INITIAL EACH AND EVERY PAGE OF THE PROPOSAL FORM AND ALL EXHIBITS IN ORDER TO BE CONSIDERED A RESPONSIVE PROPOSAL.

Please include the following forms and Exhibits from Part 3 of this proposal package with your proposal submission:

1. **Proposal Breakdown and Proposal Form** - This form must be filled out in its entirety and signed in order for your proposal to be deemed responsive.
2. **A letter** addressing the following, as a minimum:
 - Letter of Transmittal, identifying the contact person.
 - Statement substantiating firm's understanding of the project objectives and task assignments.
 - Explanation of your approach to or general method used to do the work inclusive of a logistics/sequencing plan design to meet critical milestones.
 - Firm's background or history, including resumes of principles and key personnel.
 - Proposed Project Manager (person directly responsible for production of work).
 - A listing of similar work performed by your firm over the last 5 years.
 - Three client references.
 - Proposed M/WBE employee utilization.

Please include a letter in addition to this RFP with your sealed proposal. The letter should outline the background and mission of your organization, overview of work performed at other locations, crew training and supervision, crew structure, and additional work that can be provided.

3. **Exhibit A – 3A Pages - Scope of Work**
 - Review and confirm that base proposal reflects all scope items listed in the specific and general scope of work as well as additional provisions.
 - **No exclusions will be accepted.**
 - By submitting a proposal, the Proposing Company represents that they have read, evaluated and understand the additional provisions necessary to perform work on Governors Island.
4. **Exhibit B - Sample Insurance Certificate and Tax Exemption Form**
 - The successful Proposing Company must submit insurance in limits indicated in the sample certificate.
 - Builders Risk Coverage is the responsibility of the successful Proposing Company at 115% of contract value.
 - This project is tax exempt- See Form ST-119.1 (Exhibit B) attached herein.
5. **Exhibit C– Standard Form of Contract Agreement and Pre-Qualification Instructions**
 - Review and confirm acceptance of all documents listed.
 - **NO MODIFICATIONS TO THE CONTRACT WILL BE ACCEPTED.**
 - Fill out Turner Pre-Qualification Forms per the instructions and submit with current copy of audited company financials, W9, and NCCI Form (Experience Modification Rate EMR verification document).
6. **Exhibit D – Required Technical Forms Submission**
 - Turner requires the following forms from all respondents
 - A formal written presentation of all qualifications of the engineering or consultant group including
 - Listing and resumes of officers, directors of partners of the firm or group, and their role in this project,
 -

- Listing and resumes of officers, directors of partners of the firm or group, and their role in this project;
- Listing of any professional not under full-time direct employment with the firm (including consulting engineers) to be used on the project, their qualifications and contribution to the project;
- A description of current level of firm’s activity and the resulting resources available for this project; and
- List of clients including names and phone numbers of individuals who can be contacted as references for which similar work have been developed within the last three years;
- A formal written Proposal and Work Plan which includes:
 - Demonstration to expertise the engineering of this type of project
 - The Firm’s understanding of the work to be done
 - A description of the various approaches which could be used in the project
 - Definition of a Work Plan to be used and suggested timetable for the completion of each part of the project, completion of each part and the overall project.
 - Any other information the Proposers may feel is appropriate.
 - Complete and submit all questionnaires, forms, affidavits, etc. requested in this RFP.
 - One original, one unbound copy, and three bound copies of the proposal and any attachments.

7. Exhibit E – FEMA Requirements

- Review and acceptance of the following FEMA requirements/attachments:
 - Compliance with UFederal Emergency Management Agency Regulations.
 - A portion of this Project is funded in part by a Public Assistance (“PA”) grant administered by the Federal Emergency Management Agency (“FEMA”). Therefore, the Contractor shall follow all FEMA regulations (2 CFR 200, 44 CFR Part 13, 44 CFR Parts 50-59, 44 CFR Part 206, and related Federal Register Notices). FEMA PA grants are reimbursement grants. In order to receive reimbursement, all Project costs that will be reimbursed by FEMA PA funds must be validated by FEMA respectively. As such, all Project costs that will be reimbursed by FEMA PA funds must be clearly separated from other Project costs.
 - Uniform Federal Contracts Provision Rider
 - FEMA Rider
 - FEMA Exhibit #2

8. Exhibit F - Vendor Questionnaire – Certificate of No Change (Vendex)

- The Subcontractor must submit the Vendor Questionnaire to the Mayor’s Office of Contract Services, see Project Manual for procedures (and provide a certification that a submission occurred). Subcontractors must provide Two (2) Original Certificates of No Change with your proposal.

9. Exhibit G – Governors Island Project Manual

- The Project Manual includes all Site Logistics, Additional Provisions, Turner policies, and forms to be used throughout duration of the project.

10. Exhibit H – Safety Plan

- Subcontractor shall provide with the proposal, a safety outline specific for this project detailing how work will be performed while ensuring the safety of both the work force and the building components.
- Included is the Turner Safety Outline specific for Governors Island.
- Prior to commencing work Subcontractor will provide a site specific Health and Safety Plan for acceptance by Turner’s safety manager.

11. Exhibit I – Owner Documents

- Ferry Line Road – Electrical As-Built Drawing dated 2/12/13 (under Reference Drawings)

12. Exhibit J - Governors Island Ferry Schedule

B. PRIORITY OF DOCUMENTS:

1. In the event that any conflicts or discrepancies occur or exist between any of the proposal documents, the priority of the document is as follows:
 - a. Turner Construction Company Subcontract (Form 36 dated 7/15/13)
 - b. Specific Scope of Work (Exhibit A)
 - c. General Scope of Work
 - d. Specifications
 - e. Drawings
 - f. Instructions to Proposing Companies

In the event of discrepancy, if conflict exists in regard to quantity and/or quality of work, the Subcontractor will be responsible for the greatest quantity or highest quality, regardless of priority of documents.

If there is a conflict between the **Contract Agreement Form, Purchase Contract and/or the General Conditions**, the Contract Agreement shall prevail.

2. The Proposing Company shall notify the Turner Construction Company in writing at least five (5) business days before the proposal due date if he finds discrepancies in or omissions from the drawings and/or specifications, or if he has doubt as to their meaning. If explanation is necessary a reply will be made by a Scope Clarification and issued to all Proposing Companies. No oral statements shall change the requirements of the specifications or drawings unless confirmed in writing. Should the Proposing Company fail to follow this procedure, the decision of Turner Construction Company as to the interpretation of the ambiguity, discrepancy or error, will be final.

C. PROPOSAL OPENING:

Proposal Opening will occur in private with representatives from Turner Construction and The Trust for Governors Island present. A register of Proposals shall be prepared and shall be open for public inspection after contract award.

D. BONDS:

The Subcontractor is to provide a Payment and Performance bond at 10% of the Base Proposal if proposal price exceeds \$100,000. The cost of the bonds should be broken out on the Proposal Breakdown and Proposal Form as indicated. A Bid Bond must be included for all proposals over \$100,000.

E. EXCLUSIONS:

This proposal shall not have any exclusions unless previously approved in writing by the Turner Construction Company. Submission of a proposal constitutes acceptance of the terms of the Subcontract Form included in the RFP documents, without any change or ALTERATION OF SUCH Subcontract terms (Exhibit D). Any proposed change to the Subcontract Form submitted with the proposal shall be deemed to be an unacceptable qualification and shall make the proposal non-responsive. Non-responsive proposals will be subject to rejection, at the sole discretion of Turner Construction Company.

F. CLARIFICATIONS:

Turner Construction Company, during the RFP period, may advise the Proposing Companies by clarification of additions, omissions or alternates in the Contract Documents. All such changes shall be included in the work covered by the proposal and shall become a part of the Contract Document as if originally included therein. Proposing Companies are to acknowledge receipt of all clarifications issued, on the proposal that is submitted.

G. SCHEDULE:

Subcontractor shall provide with the proposal, a Project Schedule, showing sequencing of the work and demonstrating how overall schedule dates (as outlined by Turner Construction Company) will be met. At a minimum, the schedule should include activities such as mill releases, shop drawings, review & approvals, fabrication, mobilizations, removals (if applicable), and major items of construction.

Milestone Schedule
SEE EXHIBIT A (3A Pages, section III)

H. SAFETY:

Subcontractor shall provide with the proposal, a safety outline specific for this project detailing how work will be performed while ensuring the safety of both the work force and the building components. Safety Outline must be in conformance with the safety requirements of the contract documents.

I. TAXES:

The Base Proposal Prices and Alternate Prices must include all applicable Federal, State, Use and Local taxes that may be imposed on materials or services provided under this proposal in accordance to the tax exemption form (ST-119.1) provided in Exhibit B.

J. LABOR:

The Subcontractor shall not employ workers, means, materials or equipment or assign work in any manner which may cause strikes, work stoppages or any disturbances by workers employed by the Subcontractor, Contractor or other contractors or subcontractors on or in connection with the Work or the Project or the location thereof. The Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in the manner or by a process that Contractor may require, including, if Contractor so requires, in accordance with any plan for the settlement of jurisdictional disputes to which Contractor may be bound in connection with the Project which may be in effect either nationally or in the locality in which the Work is being done. Subcontractor agrees that it shall assign work consistent with any such plan and shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Should the Subcontractor fail to carry out or comply with any of the foregoing provisions, Contractor shall have the right, in addition to any other rights and remedies provided by this Agreement or the other Contract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of the Subcontractor, to terminate this Agreement or any part thereof or the employment of the Subcontractor for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Article XI of this Agreement.

The Project or General Contract is subject to Federal prevailing wage requirements, such as the Davis-Bacon Act and the Walsh-Healy Act, or other similar laws, statutes or requirements at a state or local level. Subcontractor shall strictly comply with all applicable prevailing wage laws, statutes or requirements and shall maintain such records as necessary to establish the amount of wages and other compensation paid to workers in connection with the Project and shall submit to Turner, as a condition for payment, certified payrolls in the form prescribed by any such laws, regulations or requirements. Subcontractor expressly agrees that the indemnification obligations set forth in Article XIV of this Agreement shall apply to any violations by Subcontractor of any such laws, statutes or regulations and the failure to maintain records as required herein

K. ALTERNATES:

1. Requested Alternates (see Proposal Form) must be completed in its entirety, and on the forms provided. The cost for Requested Alternates should also be recorded on the Proposal Breakdown and Proposal Form where indicated.
2. Voluntary Alternates (see Proposal Form) may be submitted in an effort to provide a more economical alternative of similar quality to the specified products, means or methods.
3. **Base Proposal MUST NOT include any Alternate Pricing.**

L. CONTRACT AWARD:

Turner Construction Company shall perform an initial evaluation of all proposals received. Proposals shall be evaluated on the basis of the cost, the proposer's responsibility and experience in the area of knowledge and the responsiveness to the RFP requirements stipulated herein. Findings of evaluations performed shall be submitted to The Trust for Governors Island, NYC Department of Small Business Services and the NYC Comptroller, who will have final determination as to responsibility.

The contract for the Project will be awarded to the lowest responsive, responsible and qualified Proposing Company, meaning the Proposing Company whose proposal is the lowest of those Proposing Companies possessing the skill, ability



**Governors Island – Project No. 1603300
FACILITIES MANAGEMENT PROJECT
BUILDING 110 HEATING SYSTEM UPGRADE**

and integrity necessary for faithful performance of the work based on objective criteria considering past performance and financial responsibility. In considering past performance, Turner Construction Company and The Trust for Governors Island shall evaluate the skill, ability and integrity of Proposing Companies in terms of the Proposing Companies' fulfillment of contract obligations and of the Proposing Companies' experience with projects of similar size and scope. Turner Construction Company and The Trust for Governors Island reserve the right to consider a Subcontractor unqualified to do the work required by the proposal documents if such Proposing Company does not habitually perform with its own work force the major portion of the work involved in the proposal documents.

All Proposing Companies must have a current VENDEX on file with the Mayor's Office. Prior to award, a VENDEX review will be conducted by the NYC Department of Small Business Services. **All contracts must be registered by the NYC Comptroller, who may object to the award within 30 days after receipt of contract registration** if the Comptroller's judgment finds there is sufficient reason to believe that there is possible corruption in the letting of the contract or that the proposed Subcontractor is involved in corrupt activity.

No contract will be awarded to any Proposing Company who at the time of award is not qualified under applicable regulations issued by the Secretary of Labor, United States Department of Labor or any applicable State and Local laws and regulations.

The successful Proposing Company shall be required to execute Turner Construction Company's standard Form of Contract (BRA Form 16 dated 6/1/08) or Purchase Order Goods without exceptions.

After review of all factors, terms and conditions, including price, Turner Construction Company and The Trust for Governors Island reserve the right to reject any and all proposals or any part thereof, waive defects in same, or accept any proposal deemed to be in the best interest of Turner Construction Company and The Trust for Governors Island.

M. CONTRACT EXECUTION:

The successful Proposing Company will have ten (10) business days from time of **verbal award** to execute the contract. The execution of the contract includes scheduling a "Contract Execution Meeting" at Turner's Field Office on Governors Island within those ten (10) days and furnishing all required documentation prescribed herein. Failure to do so may result in the forfeiture of contract award. If awarded the contract, the successful Proposing Company will be responsible to purchase their own project documents and bear the cost for the same. Subcontractor must bring to the Contract Execution Meeting their corporate seal to be placed on top of the Subcontractor's signature of the contract agreement.



October 8, 2015

PART 3

PROPOSAL FORM

NAME & ADDRESS OF PROPOSING COMPANY: _____

CONTACT REPRESENTATIVE: _____

TELEPHONE: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DELIVER PROPOSAL TO: **Turner Construction Company**
Governors Island Field Office
10 South Street
Battery Maritime Building, Slip 7
New York, NY 10004
Attn: Michael C. Morrissey

(Sealed Proposals – In Duplicate – Faxed proposals will not be accepted)

I. PROPOSAL PRICE: SUBCONTRACTOR – BUILDING 110 HEATING SYSTEM UPGRADE

Having carefully examined the Proposal Documents for the above referenced project, and having visited the site and examined all conditions affecting the work, the undersigned, upon written notice of award of contract, agrees to provide all labor, supervision, materials, tools, construction equipment, services, safety, insurance, bonds, and to pay all applicable taxes and other costs necessary or required to complete the Work of this Proposal in full accordance with all Proposal Documents and within the required time frame as indicated by the proposed schedule for the Lump Sum Proposal of:

TOTAL BASE PROPOSAL:

Price in words

Price in figures

(Show amount in both words and figures. In case of discrepancy amount shown in words will govern.)



A. PROPOSAL BREAKDOWN:

1. Mobilization	\$ _____
2. Payment & Performance Bond	\$ _____
3. Insurance	\$ _____
4. General Conditions	\$ _____
5. Boiler Purchase	\$ _____
6. Boiler Installation	\$ _____
7. MEP Fit-out	\$ _____
8. Architectural Fit-out	\$ _____
9. Punch list	\$ _____
10. Start-up Commissioning	\$ _____
11. De-Mobilization	\$ _____
12. Close out	\$ _____
13. Taxes	\$ _____
14. Allowances	\$ _____
Total Base Bid	\$ _____



B. REQUIRED ALTERNATES

Provide Alternate Prices which reflect the work in the Proposal Package under which this Proposal was submitted shall remain *valid for the life of the project* and include all costs for complete installation. All pricing is inclusive of all costs of wages, applicable taxes, benefits, applicable insurance, overhead and profit. The pricing provided will be negotiated and included as part of a subcontract. The Unit Prices herein shall remain valid for the life of the project and include all costs for complete installation. Alternate Prices are good for both adds and deducts. **THE BASE PROPOSAL PRICE MUST NOT INCLUDE ANY ALTERNATE PRICING.**

1. TAXES:

- a. The Trust for Governors Island has been issued a Tax Exempt Certificate – ST 119.1 for your use on this project. As per the ST 119.1 the following shall be tax exempt: “Tangible personal property sold to a Contractor, Subcontractor, or repairman for use in erecting a structure or building of an exempt organization described in section 1116(a) of the Tax Law, or for use in adding to, altering, or improving the real property, property, or land owned by the organization is exempt from tax when it is to become an integral component part of the building, structure, or property.”
- b. Provide an ADD Alternate price for all applicable taxes in lieu of tax exempt

ADD: \$ _____

2. INSURANCE:

- a. Your base proposal must include all costs associated with Insurance (Onsite, Offsite and Auto) for this contract.
- b. Please provide a DEDUCT Alternate breakout price for the cost of insurance for this contract in the event that the project utilizes a CCIP Program (CCIP Program provides Onsite WC & GL Insurance. Subcontractor is responsible under base scope for offsite and auto).

DEDUCT: \$ _____

3. BONDING:

- a. Your Base Proposal must include all costs associated with providing a Payment and Performance Bond for this contract at 10% of the proposal price.
- b. Please provide a DEDUCT Alternate for the cost of providing a Payment and Performance Bond for this contract in the event that it is deemed no longer required.

DEDUCT: \$ _____



C. VOLUNTARY ALTERNATES

As an additional inducement to give our company consideration in making an award for this work, we have developed the "Voluntary Alternates" prices as set forth on the attached sheet entitled _____ dated _____. It is the intent of these alternates to yield to the Owner essentially the same finished product in terms of function, quality and performance had the specified material/work been utilized, while at the same time offering the Owner savings in total cost.

The prices quoted are complete in every respect and include all money necessary to make all changes to the project to implement each alternate.

Voluntary Alternates must be kept confidential until the project is awarded. After that time, the alternates may be shared with the successful Proposing Company in order to allow the project to benefit from the idea.

D. UNIT PRICES

Provide Alternate Prices which reflect the work in the Proposal Package under which this Proposal was submitted shall remain *valid for the life of the project* and include **all costs** for complete installation. All pricing is inclusive of all costs of wages, applicable taxes, benefits, applicable insurance, overhead and profit. The pricing provided will be negotiated and included as part of a subcontract. The Unit Prices herein shall remain valid for the life of the project and include all costs for complete installation. Alternate Prices are good for both adds and deducts. **THE BASE PROPOSAL PRICE MUST NOT INCLUDE ANY ALTERNATE PRICING.**

SEE EXHIBITS.



E. LABOR RATES

The following are hourly wage rates for all tradesmen associated with this proposal package for performing extra work on a time and material basis. These rates are fully loaded (including benefits, applicable taxes, applicable insurance, overhead and profit, bond costs, small tools, travel, parking, supervision, any other costs associated with labor, etc.) and are in accordance with the prevailing wages of the trade having jurisdiction in areas where the work is performed. The wage rates shall be valid for the life of the project. ***NOTE: Further, no mark-up shall be allowed on the premium time portion of the wage rate. This Subcontractor is required to submit labor rate summary sheets, which will justify all these labor rates. All rates are subject to thorough analysis and subject to reduction if deemed inaccurate by Turner Construction.***

Please complete separate forms for Apprentice, Journeymen & Forman. COMPLETE THIS FORM FOR EACH UNION TRADE YOU WILL HAVE ON SITE FOR THE DURATION OF THE PROJECT.

TRADE: _____ EXPIRES: _____

LABOR RATES TO BE PROVIDED FOR SUPERVISORS AND LABORERS

Cost Item		"A"	"B"	"C"
		Straight Time	Over Time	Double Time
Base Rate (per Collective Bargaining Agreement):				
Taxes:				
FICA	(____%)	_____	_____	_____
Federal Unemployment	(____%)	_____	_____	_____
State Unemployment	(____%)	_____	_____	_____
Other _____	(____%)	_____	_____	_____
Insurance:				
Workmen's Comp.	(____%)	_____	_____	_____
Disability Insurance	(____%)	_____	_____	_____
Benefits (per Collective Bargaining Agreement):				
Health & Welfare		_____	_____	_____
Pension		_____	_____	_____
Annuity		_____	_____	_____
Other AGC / Training		_____	_____	_____
TOTAL:*		_____	_____	_____



II. PROPOSAL CLARIFICATION:

The undersigned acknowledges receipt of the following scope clarifications issued during the RFP period and has included all changes therein in the above Base Proposal amount.

Clarification # _____, Dated _____ Clarification # _____, Dated _____
Clarification # _____, Dated _____ Clarification # _____, Dated _____
Clarification # _____, Dated _____ Clarification # _____, Dated _____
Clarification # _____, Dated _____ Clarification # _____, Dated _____

VII. SUBCONTRACTORS:

We (**do/do not**) plan to use subcontractors for portions of this work. Any Subcontractor not listed below will not be allowed on site without prior authorization by Turner.

Company	Contact	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the Contractor awarded plans to use Subcontractors to perform this work, the Contractor MUST provide each payment application with a Subcontractors signed waiver of liens.

VIII. MANPOWER REQUIREMENTS:

Our estimate of the total number of field Man-hours necessary to complete this work is as follows:

<u>Trade</u>	Man-hours
_____	_____
_____	_____
_____	_____



IX. MISCELLANEOUS:

- A. All prices quoted are firm if accepted within ninety (90) days from receipt of proposal.
- B. Proposing Company hereby agrees that if selected, Proposing Company will abide by the provisions of Executive Order 11246, as amended by the President of the United States, on Equal Opportunity and Rights and Regulations issued pursuant thereto.
- C. It is understood that Turner Construction Company reserves the right to open proposals in private, to waive irregularities at their discretion, to accept any proposal they choose, and not to accept any proposals.
- D. Submission of a proposal constitutes acceptance of the Turner Construction Company Form of Subcontract included in this Proposal Package, without any change or alteration to such Subcontract terms. Any proposed change to the Subcontract Form submitted with the proposal shall be deemed an unacceptable qualification and shall make the proposal non-responsive. Non-responsive proposals are subject to rejection.

The undersigned further attests and confirms that:

The Proposing Company has read and understands all RFP documents, and the proposal is made in accordance therewith. The Proposing Company has visited the site, and is familiar with local conditions under which work is to be performed. The Proposing Company has compared the site with the plans and specifications, and is satisfied with the conditions of delivery, handling, and storage of materials and all other matters, which may be incidental to the work.

The Base Proposal Prices and Alternate Prices must include all applicable Federal, State, Use and Local taxes that may be imposed on materials or services provided under this proposal in accordance to the tax exemption form (ST-119.1) provided in Exhibit B.

The Proposing Company has not colluded with any other person in regard to this Proposal or any component Sub-proposal. No person employed by Turner Construction Company has exercised influence, provided confidential information, or stands to profit from this Proposal or the Work described in the Proposal Documents.

The Proposing Company is not presently barred from submitting proposals or performing work in any jurisdiction, due to non-compliance with Affirmative Action or Equal Opportunity regulations.

The Proposing Company has satisfied itself before submitting a proposal as to the correctness and sufficiency of its proposal, regarding the difficulty and cost of work, and that same is sufficient to cover all our obligations under the Proposal Documents, and all matters and things necessary for the proper completion of the work as described herein.

The Proposing Company acknowledges that if successful, it will sign Turner Construction Company's Standard Form of Contract (Form 36 Rev 7/15/13 or Purchase Order with no exceptions).

By submitting a proposal, this Proposing Company acknowledges that if written notice of acceptance of this proposal is received by undersigned within ninety days (written notice can be in the form of a draft contract) after date of opening of proposals, or any time thereafter before this proposal is withdrawn, undersigned will, within five days after receipt of such notice, execute and deliver Turner Construction Company's Form of Contract (sample included in proposal documents) with NO EXCEPTIONS.



**Governors Island – Project No. 1603300
FACILITIES MANAGEMENT PROJECT
BUILDING 110 HEATING SYSTEM UPGRADE**

Respectfully submitted by:

Company Name

Individual Title

Signature Seal

Date

NOTE: A representative empowered to execute contracts must sign this Proposal. If this is anyone other than a company officer, a letter must be prepared by a company officer authorizing the above individual and be submitted with the Proposal.



ANTI-COLLUSION DECLARATION

The Proposing Company, by virtue of issuing a proposal certifies that it has not divulged, discussed or compared the proposal with others and has not colluded with any other proposer or participating parties whomsoever. Proposer further certifies and agrees that premiums, rebates or gratuities are prohibited whether with, prior to, or after any delivery of material or services. Any such violation will result in the cancellation of this contract and the offending parties will be excluded from participating in future RFPs.

CONFLICTS OF INTEREST

The Proposing Company and all subcontractors shall disclose in writing as part of their proposal any possible or potential conflicts of interest which are known to, or reasonably should be known to the Proposing Company or subcontractors, which may exist between their firms and Governors Island.

All Proposing Companies and their subcontractors and business partners must disclose with their proposal, the name of any officer, director, agent or employee who is also employee or family member of an employee of Governors Island.

Further, the Proposing Company must disclose the name of any employee or family member of any elected official who owns, directly or indirectly, an investment or other proprietary interest, in the firm or any of its parent company, subsidiaries or affiliates.

The Proposing Company and all subcontractors and business partners shall disclose in writing as part of their proposal, any familial, personal or business relationships between members of Proposing Companies, subcontractor’s or business partner’s firms and members of Governors Island, whether or not there is any belief that the relationship might constitute a possible conflict of interest.

PROPOSING FIRM: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

WITNESS: _____ DATE: _____

PRINT NAME: _____

EXHIBIT A

3A Pages - Scope of Work

EXHIBIT B

Sample Insurance Certificate and Tax Exemption Form

EXHIBIT C

Standard Form of Contract Agreement

Turner Pre-Qualification Procedure

EXHIBIT D

Required Technical Forms Submission

EXHIBIT E

FEMA Requirements

EXHIBIT F

Vendor Questionnaire – Certificate of No Change (Vendex)

At the time of submitting a proposal, all companies are required to have a current Vendex on file with the Mayor’s Office of Contract Services.

Please provide two (2) original Certificates of No Change, along with Full Vendex Submission (Questions 1-20, with receipt from MOCS, if these were recently submitted) with your proposal.

SEE SECTION 5 OF PROJECT MANUAL FOR ALL FORMS

EXHIBIT G

Governors Island Project Manual

EXHIBIT H

Safety Plan

Exhibit H - Safety Plan

To all Subcontractors

The following list identifies the minimum items that would be considered as an acceptable company Safety Plan. This list will be a little different depending on the trade.

1. Job Specific Safety Orientation
2. Proper Clothing and Footwear
3. Hardhats, Eye Protection, Hearing Protection and Hand Protection
4. Fall Protection
5. Ladders
6. Scaffolds and Baker Scaffolds
7. Aerial Lifts
8. Excavations
9. Excavation Equipment
10. Selective Cutting and Demolition
11. Hot Work and Fire Watch
12. Material Handling and Storage
13. Compressed Gases and Flammable Liquids
14. Hand Tools (Including Inspection Requirements)
15. Powder Actuated Tools
16. Temporary Electric Service, Extension Cords and GFCI Requirements
17. Confined Space Entry
18. Lock Out, Tag Out Procedures
19. Other Specific Safety Requirements based on the Subcontractors Operations
20. Training
21. First Aid Requirements
22. Accident Reporting
23. MSDS Data Sheets

To create a “Turner Site Specific” Safety Plan, the following items are required to be incorporated into any company safety program or added as a cover to a standard plan:

1. The name and address of the project.
2. The name, contact information (including emergency contact numbers) and qualifications for the on-site “Competent Person.”
3. The name and contact information (including emergency contact numbers) for the Foreman (if different from the competent person) and the Project Manager.
4. The name and contact information (including emergency contact numbers) for the owner, or, the officer responsible for the Subcontractor on this jobsite.
5. Inclusion, by policy or by reference, of Turner’s 100% eye protection policy.
6. Inclusion, by policy or by reference, of Turner’s hardhat policy.
7. Inclusion, by policy or by reference, of Turner’s 6-ft fall protection policy.
8. Inclusion, by policy or by reference, of Turner’s ladder policy.
9. Inclusion, by policy or by reference, of the CCIP and Turner’s incident reporting requirements.
10. Inclusion, by policy or by reference, of Turner’s Toolbox and training requirements.

EXHIBIT I
Owner Documents

EXHIBIT J

Ferry Schedule