

# **REQUEST FOR PROPOSALS (RFP)**

For Construction Management Services

Mercy Corps  
Action Center to End World Hunger  
Battery Park City Site 16/17

Interior Fit-Out

RFP Posting Date: January 11, 2008  
RFP Issue Date: January 11, 2008  
Proposals Submission Deadline: February 11, 2008, 2:00pm EDT

Questions should be submitted in writing before  
January 25, 2008 by email to:

Candace Jackson  
Landair Project Resources Group, Inc.  
10 E 33<sup>rd</sup> Street, NY, NY 10016  
cJackson@projectresourcesgroup.com  
212-658-9680

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## I) INTRODUCTION

### Project Summary

Mercy Corps ("Client"), a national world hunger and education organization, seeks proposals for Construction Management services for its capital construction project located at 16/17 Battery Park City. The project encompasses the fit-out of a 4,000 square foot education center and operation facility, entitled the Action Center to End World Hunger ("ACWH"), located on the ground floor of Battery Park City site 16/17 in Manhattan. The site is a 45,000 square foot mixed use residential development presently in development by Site 16/17 Development Corporation, LLC ("Developer"), incorporating non profit cultural and commercial tenants on the ground and 2<sup>nd</sup> floors.

The project, the project site and, services to be performed are outlined in this Request for Proposal ("RFP") below, along performance guidelines and requirements (see Section V – Scope of Services and Section VI – Submission Requirements). Pursuant to the responses to this RFP, the Client will select a Construction Manager experienced in all aspects of the services required, who will commence service delivery and fulfillment upon receipt of a written Notice to Proceed from Mercy Corps, but not prior to execution of the contract for services by the Construction Manager and Mercy Corps.

### Invitation to Submit Proposal

Your firm is invited to submit separately, two (2) proposal components, a **Technical Proposal** and a **Fee Proposal** which together represent the full proposal (the "Proposal"). The Proposal in its entirety should outline in detail your firm's expertise and experience to execute the project scope for the Client per the requirements below.

Respondents are required to submit Technical Proposal responses in electronic format along with two (2) hard copies, as described in **Section VI - Submission Requirements** below. The Fee Proposal must be submitted in hard copy format **ONLY** as described in **Section VI**. One copy of the complete proposal in PDF format, must be submitted via compact disk. Proposals must be received no later than **February 11, 2008 @ 2:00pm EDT**.

Firms submitting a Proposal in response to this RFP may be required to give an oral presentation to Senior Staff and/or Board Members of Mercy Corps. This oral presentation is intended as an opportunity to clarify and elaborate on the proposal, although it will not alter the original submission. Mercy Corps's request for an oral presentation shall not constitute acceptance of a proposal.

Mercy Corps reserves the right to reject any or all of the proposals if such election is deemed to be in the best interest of Mercy Corps. Mercy Corps assumes no obligation, no responsibility, and no liability for costs incurred by the responding firms prior to the issuance of a contract.

Respondents to this RFP may participate in a non-mandatory site visit and inspection of the Project premises at Battery Park Site 16 / 17 on **January 22, 2008 @ 3:00pm**. The project fit-out and exhibit design plans and specifications may be accessed via an FTP site by contacting the Client's representative at [cjackson@projectresourcesgroup.com](mailto:cjackson@projectresourcesgroup.com).

## Contact Information

Client  
Mercy Corps, Michael Cooper, Director at Large  
75 Broad Street, Suite 2410, New York, NY 10004  
917.714.1664 web: [www.mercycorps.org](http://www.mercycorps.org)

Interiors Architect  
Gary Shoemaker Architects PC, Gary Shoemaker, AIA  
80 Maiden Lane, 15<sup>th</sup> Floor, NY, NY 10038  
212.766.9915 x10 web: [www.gsarchitects.com](http://www.gsarchitects.com)

Design / Exhibitory Architect  
ESI Design, Kris Haberman  
111 Fifth Avenue, 12<sup>th</sup> Floor NY, NY 11003  
212.419.9353 web: [www.esidesign.com](http://www.esidesign.com)

LEED Consulting & Certification  
Steven Winter Associate, Inc., Cecily Channel Kaz  
307 7<sup>th</sup> Avenue, Suite 1201 NY, NY 10001  
212.564.5800 web: [www.swinter.com](http://www.swinter.com)

Commissioning Agent  
Steven Winter Associates, Inc., Marc Zualaga  
307 7<sup>th</sup> Avenue, Suite 1201 NY, NY 10001  
212.564.5800 web: [www.swinter.com](http://www.swinter.com)

Client's Representative  
LandAir Project Resources, Inc., Candace Jackson  
10 E 33<sup>rd</sup> Street, NY, NY 10016  
212.685.9680 web: [www.landairprojectresources.com](http://www.landairprojectresources.com)

Questions in writing, all email correspondence shall be in \*.pdf format and directed to:

Deliver all proposals to:  
Candace Jackson  
LandAir Project Resources, Inc.  
10 E 33<sup>rd</sup> St., NY, NY 10016 212.685.9680  
[cjackson@projectresourcesgroup.com](mailto:cjackson@projectresourcesgroup.com)

RFP Issued and Posted: January 11, 2008

## II) ESTIMATED SCHEDULE

The estimated schedule for the Project is as follows:

01.11.08	RFP Posted
01.11.08	RFP Issued
01.22.08	Site Visit & Inspection (non mandatory) – 3:00pm
01.25.08	Questions in Writing Due
02.01.08	Responses from Client and Architect
02.11.08	Proposals Due – 2:00 pm
02.18.08 (week of)	Interviews

Preconstruction Services – DURATION 1 MONTH:

02.22.08	Award of CM Services
02.22.08 – 3.21.08	Review Documents, Prepare Estimate and Schedule Approved Budget and Schedule Bidding, Negotiation, Awards

Construction Period Services:

03.24.08	Construction Fit-Out - DURATION 4 MONTHS (Estimated)
07.28.08	Exhibit Installation
09.05.08	TCO, Fire Alarm Letter of Defect, Temp Public Assembly Beneficial Occupancy
10.16.08	CO, Project Closeout – DURATION 2 MONTHS (Estimated) – Grand Opening

### **III) DESCRIPTION OF PROCUREMENT AND FUNDING**

Funding for the project is being provided by numerous sources: a grant from the Battery Park City Authority (BPCA); a grant from Lower Manhattan Development Corporation (LMDC) which is funded by Community Development Block Grants from the United States Department of Housing and Urban Development (HUD); capital grant from City Council and the Mayor's office (monies passed to NYC DDC for disbursement); corporate donors; and Mercy Corp's capital campaign.

Funding from the stated sources is subject to stringent procurement, labor management, reporting and other guidelines. As such, it is the responsibility of the CM to be versed in these guideline and to bid, review, award and manage all sub-contractor agreements to the most stringent funding source requirements. The project may be partially funded by the City of New York as a pass-through contract and would be subject to Wicks Law requirements and prevailing wage. Note: Wicks Law does not apply to Furniture, Fixtures, and Equipment expenses. (See Attachments 1-11 for examples of reporting guidelines)

### **IV) PROJECT AREA and ESTIMATED COST**

The project is construction of the new Action Center to End World Hunger at Battery Park Site 16/17, which is a 4,000 sq. ft. space on the ground floor. The facility is exposed to the Hudson River to the west, adjacent to a two-way traffic throughway along Governor Nelson A Rockefeller Park. The facility will include numerous flexible and fixed 'exhibitory' areas including hi-tech media stations and low-tech artifacts display areas spanning approximately 3,000 square feet of the space. The facility's back-of-house and administrative spaces will be limited, totaling approximately 1,000 square feet.

The estimated budget for the fit-out is approximately \$1.85 Million, inclusive of hard cost construction (trade costs), CM Fee, reimbursables for Insurance, Staffing Costs, General Conditions and 10% Contingency. Estimated project duration for fit-out is 4 months.

Please note that the site is a 'condominium unit' and is under and adjacent to occupied spaces; the selected CM will be expected to effectively coordinate all installation schedules, field conditions, ways and means and other customary conditions related to the fit out, so as to adhere to the project requirements, the Client expectations, and avoid impact to other condominium units and project schedules. The CM will also be responsible for coordinating with the Developer on building systems shut down and activation required for the project and that might impact adjacent occupants; along with coordination with the Exhibit fabricator and installer, and other owner's forces.

### **V) SCOPE OF SERVICES**

Mercy Corps seeks a Construction Manager to implement the construction of its new facility and requests proposals for firms to provide services including but not limited to the scope of work described below:

## General Expectations

The general expectations of the selected respondent are as follows:

1. Qualified Construction Management (CM) firms who have successfully completed and are experienced with the program requirement, technology and operation of similar exhibit / educational spaces are encouraged to respond to this RFP.
2. All firms responding to this RFP shall understand and have fluency in the management of grant and public funding, including city, state and federal sources, and have the capacity to respond to and comply with the requirements (procurement procedures, approval process, periodic reporting, requisition processes and project closeout) of the public funders and oversight agencies.
3. All firms responding to this RFP shall understand and have fluency in the planning, compliance and execution of a LEED Platinum Commercial Interior project as directed by the US Green Building Council, along with energy efficiency guidelines mandated by Local Law 86.
4. CM shall provide all administrative services associated with securing of LEED certificates and forward them to the LEED certification agent.
5. CM shall have the contractual role as Agent of Client, holding all Prime Trade Contracts and having the responsibility to maintain and supervise all financial records. The selected Construction Manager will hold all the Trade Contracts as described in this Request for Proposal (RFP).
6. CM shall analyze and understand the existing conditions and project scope.
7. CM shall secure Prime Trades Contract estimates and shall submit estimates and a project schedule as a component of the bid proposal.
8. CM shall integrate and coordinate new work into a new building which is part of a mixed use residential condominium project which will remain occupied during construction.
9. CM is responsible for the implementation of a well thought out logistics plan, security plan, project schedule and establishing and maintaining community relations to insure community and workforce harmony.
10. CM is responsible during the Preconstruction Phase for scoping the project, establishing the budget, identifying qualified Sub-contractors, soliciting competitive proposals from Contractors, nominating Contractors, administrating funder approval of Contractors while insuring absolute adherence to public procurement requirements, initiating and finalizing contracts on behalf of the Client and preparing documents required to obtain funder approval of the program and budget.
11. CM is responsible during the Construction Phase for the management and administration of all matters of coordination, oversight, daily construction supervision, technical supervision, budgetary control and management of an aggressive project schedule.
12. CM is responsible for estimating and providing the cost of common labor as part of the proposal. In actuality the CM may or may not provide the required common labor with his own forces but shall insure such responsibilities are assigned to a prime contractor.

13. CM is responsible for providing an estimate of all Staffing Costs, General Conditions and Reimbursable expenses as part of the Proposal such as printing costs, communication, mailing, security, carting, toilets, facility for a field office and equipment that are incidental and necessary to support the work effort of the project.
14. CM is responsible as part of the general administration of the project for closeout, completion of the final punch lists, coordination of all building and LEED commissioning, administration of or preparation of all final project documentation and submittals, coordination and satisfaction of all department of building reviews and approvals, etc.
15. CM shall expect that all base contract work such as lighting, dimming systems, fire alarm, HVAC and finishes are included in the base contract work and the base contract work will be sufficient to secure department of building approvals. However, CM will coordinate with the Developer or Developer agent as necessary to secure permanent electrical, cold water, hot water, condensate water lines for the completion of the fit-out, and subsequently file for Fire Department Approval, TCO, Public Assembly permit, and Certificate of Occupancy. CM will ensure the coordination of the fit-out requirements for the installation of the significant FF&E scope of work as per ESI Design.
16. CM shall expect strong advocacy by the Client and on behalf of the Client by the Architect and Clients Representative of the Client's interests on all contract issues and administration.
17. CM shall present monthly reports and billing to the Client in an efficient and timely manner in accordance with all funder requirements. CM shall structure reporting according to the most stringent of funder requirements, including but not limited to work status reporting, change order status and detail, subcontractor payrolls and schedules, MWBE target tracking, etc. CM should expect that they will receive clarification on all mandatory report forms.
18. CM is to insure and maintain all forms of safety and quality control.

## **Scope of Project**

### PRECONSTRUCTION

Pre-construction services:

1. Apply value engineering, as may be needed or directed by the Client.
2. Develop project schedule, including construction schedule.
3. Review and comment on the design for constructability and advise the Client on any issues.
4. Identify and procure long-lead items.
5. Establish Sustainable Guidelines, to include Construction Waste Management Plan and Construction Indoor Air Quality Plan that will become General Conditions of the Trade and Contractor Agreements.
6. Develop the Final Cost Estimate and submit the Cost Estimate as the Approved Project Budget.
7. Submit proposals to either coordinate with base building contractor or apply CM's own labor force or contracted forces for temporary construction connections, early removals of debris, miscellaneous materials, and other work at the site.



#### Bidding:

1. Comply with all requirements of the agreement between BPCA, LMDC, DDC and / or EDC and the Client regarding procurement.
2. Obtain at least 3 bids for all subcontracts.
3. Pre-qualify trade sub contractors who are Vendex approved by the City of New York.
4. Prepare and circulate bidders list for each trade for Client review and approval.
5. Develop and execute affirmative action bidding and contracting plan.
6. Solicit and receive competitively priced bids, including unit price bidding.
7. Conduct bid analysis and prepare tabulation, distribution to project team; coordinate evaluations; prepare recommendations.
8. Evaluate alternative proposals, coordinate with project team; develop recommendations and justifications.
9. Negotiate and award contracts, including scope and bid verification.
10. Provide documentation of the bidding, negotiation and contracting in accordance with LMDC, BPCA, and DDC / EDC grant requirements, and corporate and Client requirements.
11. Generally advise Client on all aspects of the bidding and negotiations with subcontractors, including as required, recommendations for alternatives, unit pricing and other cost savings measures to keep the project on budget.

#### CONSTRUCTION SERVICES

The CM is to provide services to Client under an AIA Contract and General Conditions. The specific contract form of agreement shall be mutually agreed between Mercy Corps and CM. Services shall include, but are not limited to the solicitation, assistance in contracting, and ongoing coordination of contractors to provide services not limited to, the following areas, as per 100% Construction Documents from Gary Shoemaker Architects:

1. masonry & concrete
2. thermal & moisture protection
3. structural steel & architectural metals
4. rough & finish carpentry
5. mechanical items (HVAC, electrical, plumbing, fire safety systems)
6. doors & windows
7. specialties
8. finishes & millwork
9. theatrical lighting, sound & video equipment and infrastructure as indicated
10. Temp utilities, site logistics, sidewalk sheds, all permits
11. Secure all permits, Fire Department Approval, TCO, CO and Permit of Assembly. Ensure that Trade Contractors and Mechanical Disciplines file for all post approval amendments and technical filings to insure timely review and approval by the building department.

12. Surveying as required for construction
13. Coordinate exhibitry installation within context of facility fit-out along with all other Client supplied Fixtures, Furnishings and Equipment. Provide oversight and collaborate with exhibitry fabricator, installer, and ESI design as advisor, to incorporate field conditions and general conditions related to exhibitry in overall project implementation.
14. Design, implement and maintain Site Safety Plan, Recycling and Source Separation Plan, provide oversight and coordination for Green or Sustainable Initiatives Required by Client or other recommended programs.

## **VI) SUBMISSION REQUIREMENTS**

The Proposal, consisting of both a 1) Technical Proposal and 2) Fee Proposal must provide a straightforward, complete, and concise description of the firm's capabilities to satisfy the requirements of this RFP. In order to be considered responsive, your proposal must include responses to all of the items listed below. Responses should be type written on 8 ½" x 11" paper, numbered by page, and organized and lettered exactly as the questions are presented herein. Please limit your submission to fifteen (15) one-sided pages, not including project or work samples and other additional items indicated below.

**PART #1 – TECHNICAL PROPOSAL & ATTACHMENTS 1,2,3 & 7** (see paragraph A. 11 below)

### **Submitted Electronically**

Respondents are required to submit the Technical Proposal in PDF format, electronically to [cjackson@projectresourcesgroup.com](mailto:cjackson@projectresourcesgroup.com). Respondents must also submit two (2) bound original copies in a sealed envelope with the name of the project, the project sponsor / Client's name, the date of the Proposal Submittal and the name and address of the Proposal Respondent clearly labeled. The Technical Proposal shall contain the following information:

### **A. CONTACT INFORMATION (does not count toward 15-page limit)**

On a single cover sheet bound with your Technical Proposal and separately bound with your Fee Proposal, please provide:

1. The lead firm or individual's name;
2. The lead firm's contact person;
3. License or certification information of lead firm principal or individuals working on the Mercy Corps project;
4. Telephone, fax, and wireless numbers for firm principals or individuals working on the Mercy Corps project;
5. E-mail address for firm principals or individuals working on the Mercy Corps project;
6. The street address of the lead firm or individual;
7. The year the firm or individual practice was established;
8. The LBE/MBE/WBE status of the firm (Minority-owned Business Enterprise or Women-owned Business Enterprise, as certified by New York State);
9. The type of work or specialty and size of firm; and
10. The signature of the lead individual, and the date of the signature.
11. Provide all required forms and submittals below:

- (a) **ATTACHMENT 1** - 5 pages including a completed Standard Business Background Questionnaire (SBBQ) required by the Lower Manhattan Development Corporation
- (b) **ATTACHMENT 2 & 3** - 5 pages including a completed Work Force and Typical Monthly Utilization required by LMDC, do not complete Schedule C-2
- (c) **ATTACHMENT 7** - 1 page - a completed VENDEX Certification of No Change required by NYC.

Note-

1. Attachments 1, 2, 3 and 7 shall be bound into the Technical Proposal. Reminder, some of these qualification forms for governmental entities shall have an expiration timeframe, such as the VENDEX form. It is the responsibility of the CM and all Contractors retained to work on behalf of Mercy Corps to insure that all qualification documentation does not lapse and parties having Contract with Mercy Corps shall be entities in good standing for the duration of the project. Respondents who are not VENDEX certified bear the responsibility of filing this application and fulfilling the related requirements.
2. Entities whose business conduct causes them to default these public qualification obligations are responsible for all costs and damages arising from their inability to complete those portions of the work assigned to them by Mercy Corps.

## **A. EXPERIENCE, STRUCTURE AND PERSONNEL**

1. A history of the firm's experience providing General Contracting / Construction Management services to economic development organizations, municipalities, other governmental entities, private developers, not-for-profits and civic organizations.
2. Identify in particular, any experience related to the construction and fitting out of a exhibitry / educational space and discuss in detail your firms familiarity and accomplishments with theatrical lighting systems, dimming systems, multimedia installations, theatrical smoke purge system, fire alarm control panels, multizone HVAC systems, interconnects between systems, vibration isolation, sound proofing/deadening, energy conservation, green and/or sustainable design and other issues that are applicable to this project.
3. A description and organization chart of the firm's structure describing the responsibilities of the staff to be assigned to the project, including resumes of the principals, project manager(s), and professional staff who would work directly with Mercy Corps.
4. Samples of up to five (5) comparable projects that the firm has completed in the areas of Construction Management or General Contracting services. Include the client, the name of a contact person who is able to provide a reference, a description of the scope and nature of the work, the size and complexity of the project, and the dollar amount and the agreed fee arrangements. State outcomes of project- awards, technical issues, significant issues, etc.
5. Any other information that you believe would make the firm's work on behalf of Mercy Corps superior to that of other firms, or information about your specialty or particular skill to perform a specific requested service.

## **B. METHODOLOGICAL APPROACH**

1. A description of how the firm intends to address the anticipated scope of services set forth in Section V of this RFP.
2. A statement explaining the firm's approach to institutional planning, including methods, analytical techniques, models, etc., that would be employed.
3. A statement explaining the process to identify and administrate a change of scope that results in a Change Order to the contract. Describe how your firm manages the scope change process, establishes a value for the work, establishes the additional costs associated with general conditions and fee, if any, associated with the change of scope.
4. Prepare an estimated project schedule highlighting time span from award of contract to completion including detail such as preconstruction activities, procurement, award to trades, approvals and construction, substantial completion, punchlist, municipal approvals, final approval by funder and certificate of occupancy.
5. Comments or suggestions regarding possible cost savings.

**C. CONFLICTS OF INTEREST (does not count toward 15-page limit)**

1. Provide a statement whether the respondent firm has worked previously with the Client, the Architect, the Clients Representative, other professionals associate with the project.
2. Provide a statement regarding current work load and commitments and the ability of the firm to provide necessary executive skills, staff manpower and resources to achieve the goals and timetable for this project.
3. Submit a statement describing any potential conflict of interest or appearance of impropriety relating to other clients of the firm or officers, directors, and employees of Mercy Corps that could be created by providing services to Mercy Corps.
4. Indicate what procedures will be followed to detect and notify Mercy Corps of and to resolve any conflicts of interest.
5. Indicate any pending litigation and/or regulatory action by any oversight body or entity that could have an adverse material impact on the firm's ability to serve Mercy Corps.
6. Indicate if the firm has ever had a prior contract with any governmental entity terminated for any reason, and provide an explanation.

**D. NON-DISCRIMINATION POLICY (does not count toward 15-page limit)**

1. Consulting agencies with 50 or more employees shall submit a copy of their nondiscrimination or affirmative action plan.
2. Firms with less than 50 employees shall submit a statement of their commitment to equal opportunity and affirmative action from their chief executive officer.
3. Each responding firm must also complete and submit both (a) Attachment 2 A-7 relating to the anticipated workforce to be utilized on the contract, and (b) Attachment 2 A-8 and Attachment 3 relating to the anticipated participation of minority- and women-owned business enterprises as subcontractors, if any.

## **PART #2 - FEE PROPOSAL**

The Fee Proposal shall be in a SEPARATE SEALED ENVELOPE and must be submitted via two (2) hard copies. The Fee Proposal shall have the name of the project, the project sponsor / Clients name, the date of the Proposal Submittal and the name and address of the Proposal Respondent.

1. Provide a fixed Fee for Preconstruction Services for estimated duration of about 1 month.
2. Provide a total estimated Firm Fee and the reimbursable General Conditions for Construction Services to complete the project in not more than 4 months and provide administration of project closeout for an estimated duration of about 2 additional months.
  - (a) Insure that your proposal has sufficient manpower to achieve the goals for the construction period or identify how your Firm can recommend any other methods to accelerate the project and identify the cost of acceleration.
3. Identify the associated General Condition costs including administrative overhead and costs, staffing and site supervision and labor, security, site logistics, temporary utilities, site facility (toilet, office, etc.) permits, rubbish removal, etc. which must be included.
4. Provide the normal hourly rate schedule of each principal and senior staff member whose resume is provided in the Proposal or those job categories that are anticipated to be used in the administration of the project.
5. Provide a list of anticipated reimbursable expenses and the rate charged for each.
6. State all discounts and reduced fees offered to other municipalities, governmental entities, economic development or nonprofit organizations, and civic organizations.
7. State any or all other fees or charges.

NOTE: One (1) complete proposal, including the technical and fee proposal, must be submitted in PDF format on compact disk, in a sealed envelope. The Fee Proposal must be submitted in a separate, clearly marked, sealed envelope. The fees will not be opened until all Technical Proposals have been initially evaluated. Although proposed Fees will be taken into account, Mercy Corps reserves the right to negotiate a lower or different fee structure with any firm that is selected.

All information and documents described in subsections A through E of the Technical Proposal and items 1-7 of the Fee Proposal above must be included or addressed in the submission.

## **VII) CRITERIA FOR SELECTION**

In evaluating proposals submitted pursuant to this request, Mercy Corps places high value on the following factors, not necessarily in this order of importance:

- Approaches in methodology with respect to the anticipated scope of services and project time frames that demonstrate maximum comprehension of and ability to provide such services to Mercy Corps.
- Experience of firm and employees to be assigned to the project in general, and, in particular, providing Construction Management services to not-for-profit art or cultural organizations.
- Experience of firm and employees to be assigned to the project in dealing with municipalities, economic development organizations, or other governmental entities.
- Scope, size, complexity, cost and quality of comparable completed projects demonstrated by the submitted project samples.
- Innovative or outstanding work by firm that demonstrates the firm's unique qualifications to provide Construction Management Services.
- Number, complexity, and nature of Construction Management projects handled by the firm.
- Firm's staff ability, availability and facility to work cooperatively with Mercy Corps directors, officers, staff and consultants.
- Conformity with or exceeding of applicable Mercy Corps policies as noted herein, including specific policies relating to nondiscrimination, affirmative action and subcontracting goals.
- Projected cost of services (Fee, General Conditions and Reimbursables).
- Projected schedule

## **VIII) CONTRACT TERMS AND REQUIREMENTS**

The contents of the Proposal prepared by the successful firm, with any amendments approved by Mercy Corps, will become a part of the agreement signed as a result of this RFP process. The terms outlined throughout this RFP should be considered all-inclusive. The selected firm will be required to:

- Work with Mercy Corps staff and its consultants to provide CM services to the project.
- Maintain accurate accounting records and other evidence pertaining to costs incurred in providing services, and, on Mercy Corps's request, to make such records available to Mercy Corps at all reasonable times during the contract period and for six (6) years after the date of the final payment to the firm under the contract.
- Assume sole responsibility for the complete effort as required by this RFP, and be the sole point of contact with regard to contractual matters.
- 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 the prior consent and approval in writing of Mercy Corps.
- Comply with applicable laws governing projects initiated or supported by Mercy Corps, including all applicable HUD requirements and regulations.

- Provide and submit for his/her firm, and subsequently obtain and submit paperwork for all nominated Contractors, tradesmen and vendors any and all documentation and comply with all regulations required by Mercy Corps or its' Funders ( HUD, DDC, LMDC, BPCA, etc) including, but not limited to Vendex Applications (any contractor or subcontractor exceeding \$100,000), Mayors Office of Contracts background checks, LMDC background checks, BPCA background checks, LBE/MBE/WBE requirements, apprentice programs, workforce and payroll reporting, etc.
- Upon Notice to Proceed for Preconstruction Services the Nominated CM shall provide Preconstruction Services consisting of, but not limited to document review, scoping, project estimating, value engineering and budgeting, project scheduling, prequalification of trade contractors, procurement and thereby resulting in a final Approved Project Budget.
- All Trade Contractors and Vendors shall be pre-qualified by the CM and be presented with complete scopes of work by the CM which will be competitively bid according to the public bidding laws and conform to the requirements of LMDC, BPCA and potentially DDC. CM shall maintain records for prequalification, notice of bid opportunity, transmittal of bid documents, attendance sheet at pre bid meetings, requests for information by a Trade Contractor(s) and responses made by the CM or Professional of Record, and at the time of the receipt of bids, the CM shall prepare a bid comparison sheet and maintain records of the process of bid de-scoping.
- All nominated Trade Contractors and Vendors shall complete all documentation and be Vendex Qualified at the time the Approved Project Budget is approved by the Client.
- All services and project budgets shall be based on Prevailing Wage Scale as of July 1 2007 as published by the New York State Department of Labor.
- Contractor is responsible for all administration (bid process, approval of subcontractors by NYC, payment requisitions, sign-offs, fulfillment of grant requirements, etc.)
- Prime Trades shall be bid according to Wicks Law provisions.
- Obtain Performance and Completion Bonding for any subcontractor with a contract exceeding \$250,000. ( Except LBE's)

Mercy Corps reserves the right to terminate any contract entered into as a result of this RFP at any time, provided that written notice has been given to the firm at least thirty (30) days prior to such proposed termination.



## **IX)INSURANCE REQUIREMENTS**

Insurance and Bonds that the Contracting firm is required to provide:

- Workers' Compensation: to limits required by New York State Law
- General Liability: \$2,000,000
- Personal Injury: \$1,000,000
- Property Damage: \$1,000,000
- Automobile Liability \$1,000,000
- Excess Liability \$5,000,000 – limits of insurance may be increased or decreased upon finalization of Approved Budget and finalization of Agreement.

All Contracting firms' insurance policies shall name Mercy Corps, Gary Shoemaker Architects, ESI Design, Landair Project Resources, Battery Park City Authority, the Lower Manhattan Development Corporation, Agencies of the City of New York as required, and other parties as additionally insured.

## **X) MISCELLANEOUS CONDITIONS**

### **a. OBLIGATION ONLY ON FORMAL CONTRACT**

The issuance of this RFP, the submission of a response by any firm, and the acceptance of such response by Mercy Corps do not obligate Mercy Corps in any manner. Legal obligations will only arise on the execution of a formal contract by Mercy Corps and the firm(s) selected by Mercy Corps. Mercy Corps's formal contract will consist of more than one schedule and attachment, include one substantially in the form of the accompanying:

Attachment 1	LMDC Standard Business Background Search Request
Attachment 2	Workforce Utilization Report
Attachment 3	MWBE Compliance Report
Attachment 4	HUD/LMDC Compliance Requirements
Attachment 5	Federal Labor Standards Provisions
Attachment 6	U.S. Department of Labor Certified Payroll
Attachment 7	NYC Certificate of No Change – NYC Vendex Contractors
Attachment 8	NYC Department of Labor – Construction Employment Report
Attachment 9	NYC DDC Pass-through Requirements
Attachment 10	DDC Checklist
Attachment 11	LMDC Additional, Notification, Recognition, and Reporting Requirements

Attachments 2, 4, 5, 6, and 8-11 are provided for informational purposes only. Mercy Corps may amend its contract schedules at any time.

Responses to this RFP will be prepared at the sole cost and expense of the proposing Construction Management firms. No materials submitted in response to this RFP will be returned.

### **b. MERCY CORPS RESERVATION OF RIGHTS**

Mercy Corps reserves the right to:

- 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 and waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein.
- vii. Cancel this RFP, in whole or in part, if Mercy Corps deems it in its best interest to do so.

Mercy Corps may exercise the foregoing rights at any time without notice and without liability to any proposing firm or any other party for their expenses incurred in the preparation of the responses hereto or otherwise.

c. **NONDISCRIMINATION AND AFFIRMATIVE ACTION POLICIES**

It is the policy of the State of New York, BPCA, LMDC, EDC/DDC and Mercy Corps to comply with all federal, state, and local laws, policies, orders, rules and regulations, which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action in working with contracting parties to ensure that Minority- and Women-owned Business Enterprises (LBE/MWBEs), Minority Group Members and women share in the economic opportunities generated by Mercy Corps' participation in projects or initiatives, and/or the use of Mercy Corps funds. As a subsidiary of the NYS ESDC, LMDC and its grantees follow ESDC's non-discrimination and affirmative action policy, which will apply to any contract entered into as a result of the RFP. LMDC has established a 20% LBE/MWBEs participation goal which Mercy Corps will require of all funding sources for its entire redevelopment project. The selected firm(s) shall be required to use best efforts to provide for the meaningful participation of United States LBE/MWBEs, Minority Group Members and women in the execution of this contract. A copy of each responding firm's equal employment opportunity policy statement, Attachment 2 relating to the anticipated workforce to be utilized on the contract and Attachment 3 relating to the anticipated participation by LBE/MWBEs as subcontractors, shall be included as part of the response to the RFP. The ESDC Affirmative Action Unit (AAU) and BPCA are both available to assist you in identifying LBE/MWBEs certified by the State of New York that can provide goods and services in connection with the contract anticipated by this RFP. If you require LBE/MWBEs listings, please call the AAU at (212) 803-3224 or Hector Calderon BPCA 212.417.2280.

**XI) ATTACHMENTS 1- 11 (Under Separate Cover)**