



March 27, 2015

**CONSTRUCTION MANAGER  
Skirball MER Restoration  
PIM # 11698**

**REQUEST FOR  
PROPOSALS**

---

## Introduction

NYU Langone Medical Center (NYULMC) seeks a qualified HVAC/Mechanical firm to provide Construction Management (CM) services using a modified CM form of contract for Skirball MER Restoration (the "Project"). CM services are required to assure that this Project is performed without disruption to active hospital and research operations in the building.

It is our intention to award a contract for "Part A - Pre-Construction Services" for the Design and Pre-Construction, as well as for "Part B – Services During Construction" in accordance with the form of Construction Management Agreement (designated Attachment A) that will be provided as an addendum during the RFP process.

### I. Project Description

The Project entails replacing four large air handling units and all associate piping, plumbing, controls and electrical systems located in the cellar level mechanical room in the Skirball Institute, located at 540 1<sup>st</sup> Avenue, New York, New York, 10016. As a result of Superstorm Sandy, these air handlers, as well as several pumps, electrical panels and compressors located below the flood plane were severely damaged. This equipment has been temporarily recommissioned and now must be permanently replaced.

The work entails:

- Replacing AHU-4 and AHU-5 (32,000 CFM each), which feed the ground floor vivarium. The existing humidifiers will be replaced with Clean Steam Generators.
- Replacing AHU-6 (43,000 CFM), which feeds the Main Lobby.
- Replacing AHU-7 (20,000 CFM), which feeds the ground floor back of house spaces.
- Replacing any electrical and control panels associated with the air handlers being replaced, as well as any electrical equipment that was submerged.
- Replacing all pumps, including condensate, domestic water and sewage.
- Replacing the vivarium reheat hot water pumps.
- Replacing the lobby radiation hot water pumps.
- Replacing lab vacuum system.
- Furnish and install an additional control air compressor, to be tied into the existing two compressors to create a redundant system.
- Provide temporary electrical, mechanical and plumbing services as needed during construction in order to ensure research and hospital activities can continue.
- Complete any associated architectural work, as described in the Architectural Narrative in Attachment B.

Please refer to drawings in Attachment B for Preliminary Drawings, Specifications and Narratives.

The work is being performed in an active building and must not interfere with hospital or research operations. All NYULMC policies must be followed. All work schedules will be as directed by the Project Manager.

---

## **II. Construction Management Scope of Services**

### **Scope of Services**

The Construction Manager is to provide technical consultation and budgeting during the design stage of the Project, and to provide the organization and direction of construction activities during the construction phase. The Construction Manager, operating as a member of the Owner – Architect – Construction Manager team, will be responsible for cost estimates and cost control; review of design for value engineering recommendations; life cycle analyses; consultation on construction techniques, market conditions, and material availability, construction coordination and scheduling; and, direction of all construction activities. The Construction Manager will also be responsible for developing a phasing and temporary services plan, in order to ensure no interruption in research and hospital activities. The Construction Management services shall include, but not be limited to, the following:

#### **A. PART A – Pre-Construction Services Scope of Work:**

The Contractor shall perform the following pre-construction services:

- 1) Prepare detailed cost estimates covering all anticipated costs of the Work, and provide on-going estimating services as the Project design is further developed.
- 2) Provide Value Engineering analysis and consultation – Provide cost estimates for alternatives for all systems, equipment, and construction methods and material. Provide life cycle cost analyses.
- 3) Consult and meet with the Owner and Architect and their engineers and consultants and make recommendations with respect to: selection of materials; availability and cost of materials, equipment and labor; selection of building systems and equipment; value engineering; costs of alternative designs or materials; and construction feasibility and alternative methods of construction, necessary temporary and support facilities and utilities.
- 4) Review the design documents as they are further developed and provide on-going critique of the design documents for completeness, coordination and constructability.

- 
- 5) Arrange for additional site investigation, as required.
  - 6) Prepare site logistics/mobilization and safety plans.
  - 7) Continue reviewing all existing conditions and operations and make additional recommendations regarding maintenance of operations, phasing, minimization of noise and vibration, control of dust and management of other potential sources of disruption to the Owner's operations.
  - 8) In coordination with NYULMC and their representatives, develop Construction Schedule and continually update and expand the Construction Schedule to incorporate additional information and details as they become available.
  - 9) Develop a procurement strategy for dealing with the effects of phased work and space constraints on site. Procurement Strategy should also address site logistics and ongoing research and hospital operations.
  - 10) Provide advice and assistance regarding approvals and permits.
  - 11) Advise the Owner as to affirmative steps taken to provide Equal Employment Opportunities.
  - 12) Advise the Owner as to insurance requirements.
  - 13) Make recommendations regarding possible modification of the standard Subcontract forms
  - 14) Prepare standard documentation and reporting forms to be used on the Project, such as monthly status reports (including schedule updates) submittal logs, anticipated cost reports, requests for information ("RFI's"), RFI logs and submittal and RFI tracking reports.
  - 15) Make recommendations regarding (i) the division of the Work in the drawings and specifications to facilitate bidding and award of Subcontracts, (ii) the bid documents required for each Subcontract, including, without limitation the scope of Work, and (iii) bidding and award of Subcontracts for possible initial or long-lead equipment or Work, and for all other Work.
  - 16) Conduct competitive bidding for the Work (note that all sub-contractor bids are sealed and received at NYULMC and opened together by CM and NYULMC). Proposers may propose trade subcontractors from the approved list or subcontractors not on the approved list. However, all subcontractors that are not on the approved subcontractor list must be deemed qualified by NYULMC through a qualification process. The Proposer must provide the proposed subcontractor's RED+F Responsibility Qualification Questionnaire with the Proposal. This questionnaire form is attached to this RFP. NYULMC will review the subcontractor's qualifications, which may include a further background check, to determine if the subcontractor is acceptable.
  - 17) Prepare a Guaranteed Maximum Price/Schedule Submission.

---

18) Provide such other pre-construction services relating to the Project as the Owner reasonably requests.

B. PART B – Construction Phase:

Please refer to the Construction Management Agreement for specific responsibilities.

**III. Contract Requirements**

- A. Selection of a CM shall be based on the evaluation criteria set forth below including fee proposal described herein and acceptance of contract language for construction services. The successful proposer will enter into the the form of Construction Management Agreement (Attachment A) and shall agree to execute a GMP/Schedule Amendment upon agreement regarding GMP and schedule. As such, any and all exceptions to contract provisions shall be included in response to this RFP and shall be an important criterion of the selection process. Signed contracts shall be required prior to selection of a Construction Manager.
- B. The Owner intends to enter into Part A of the form of Construction Management Agreement with the firm submitting the proposal which, in the judgment of the Owner, price and other factors considered, is most advantageous to the Owner. Part A services will include services related to design consultation, budgeting and preparation of the GMP, until such time as the Owner formally accepts the Guaranteed Maximum Price offered by the Construction Management firm. The award of Part A obligates the Construction Manager to proceed with Part B (Construction) upon authorization by the Owner and to execute a GMP/Schedule Amendment.
- C. Reimbursable costs and exclusions shall be as defined in the attached Construction Management Agreement.

**IV. Proposal Requirements**

Technical Proposals are limited to 40 single-sided or twenty double-sided pages.

---

A. Please address the following in your proposal:

- 1) Describe your view of the CM's role in the overall management of the project
- 2) Describe how you would organize and run the project.
- 3) Demonstrate your commitment to staff, your project team and how they will contribute to the overall success of this project.
- 4) Describe how you would manage costs in this market environment with a project with so many moving parts, particularly in an active hospital and research environment.
- 5) Describe how you would phase the project, keeping in mind the need for temporary services and space constraints for delivering and storing material.
- 6) Prepare a draft, high-level preliminary project schedule, to serve as the basis of your approach to work and fee proposal.

B. Complete and notarize the RED+F Qualification Questionnaire.

C. Provide a copy of your QA/QC manual

D. Compensation/Fee Proposal:

In addition to payments on account of the Costs of the Trade Work (as such terms are defined in the Construction Management Agreement. Proposer shall present one lump sum fee for services rendered as part of both Part A (Pre-Construction) and Part B (Construction).

The lump sum fee proposal shall include all of the following, to be the basis of the "Fee"

- Pre-construction Services.
- Construction Services, including the following:
  - Purchasing.
  - Project Management.
  - Accounting personnel.
  - Full-time site supervision.
  - All main office expenses.
  - Local travel and parking expenses.
  - Computer, cell phone and internet expenses.
  - Software expenses.
  - All overhead.
  - Profit.

In addition to the lump sum Fee presented above, proposer should present Unit Prices for the following:

- "Extra Work Fee" as a percentage of extra work.

- 
- Insurance as a percentage of GMP.

Note that the proposal should reflect the following assumptions:

- “Dead Band” is 5% of GMP.
- Final fee shall reflect the net change to the GMP after accounting for the “Dead Band”.

- E. Indicate acceptance of form of Construction Management Agreement (Attachment A) or provide specific proposed modifications (provide an electronic red-lined document).

If the Proposer does not take any exceptions to the terms and conditions, the Proposer must submit a letter statement, indicating that the Proposer takes no exceptions to any terms and conditions of this Contract or Agreement. However if the Proposer takes exceptions to any of the terms and conditions, Proposer must submit a red-lined document both hard copy and on CD which delineates the exceptions and proposes alternate language. In general, these terms and conditions are standard, and as a rule will not be changed or waived.

- F. There will be a mandatory walk-through and pre-proposal conference on **Thursday April 2, 2015 from 12:00 to 1:00 PM**. Proposers should meet by the Security Desk in the Skirball Institute Lobby, located at 550 1<sup>st</sup> Avenue. Please limit the number of attendees to no more than 3 people. Proposers must email their intent to participate in the pre-proposal conference including names of attendees no later than noon Tuesday March 31, 2015 to Darryl Halickman at the email addresses in paragraph G below. Attachment B, Preliminary Drawings, Specifications and Narratives can be obtained by sending an email to [skirballdrawings@macropm.com](mailto:skirballdrawings@macropm.com).

- G. For purposes of this proposal, all questions regarding this RFP should be transmitted via email to Darryl Halickman, at [dhalickman@macropm.com](mailto:dhalickman@macropm.com).

- 1) Inquiries and questions will be accepted through 3 PM on **Wednesday, April 8, 2015**.
- 2) NYULMC will issue responses to inquiries and any other corrections, amendments, and the like which it deems necessary in written addenda which will be emailed to all Proposers.
- 3) Proposers must acknowledge all addenda in their proposals.
- 4) Proposers should not rely on any representations, statements, or clarifications not made either in this RFP or a formal addendum.

- H. RFP responses are due no later than 2:00 PM on Monday April 20, 2015.**

- I. Please submit five (5) bound copies and one digital copy (CD or Thumb Drive are acceptable) in a sealed envelope with the words “Proposal for Skirball MER Restoration Project” clearly marked on the outside of the envelope. Proposals should be directed as follows:

---

Darryl Halickman  
RED+F, Project Manager  
NYU Langone Medical Center  
339 East 28 Street  
New York, NY 10016

- J. Oral Presentations portraying an understanding of the assignment and the unique challenges that NYULMC faces will be held at the discretion of NYULMC and, if required, Proposers will be notified a week in advance of their presentation.
- K. NYULMC is anticipating that an award will be made in May 2015.

**V. Evaluation Criteria - listed in descending order of importance**

- A. Proposer's understanding of the project and strategy for its successful execution
- B. Qualification of Proposer's personnel
- C. Quality of Q/A and Q/C plan
- D. Acceptance of the contract terms and conditions or willingness to negotiate same in a timeframe consistent with NYULMC's needs
- E. Proposed pricing for the work

**VI. Minority and Women-owned Business Enterprises**

Although there are no Minority or Women-owned business enterprise goals for this project, Proposers are strongly encouraged to take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are utilized for the work when possible.

Affirmative steps shall include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2). Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3). Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 4). Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- 5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce,

**VIII. Eligibility for Award**



---

In order to be eligible for an award of Contract and notwithstanding its relative qualifications for purposes of the evaluation criteria and in other respects, a proposer must demonstrate to the satisfaction of NYULMC that it is in all respects a responsible party, i.e., that it has the integrity, skill and experience to faithfully perform and complete the Contract, and the necessary facilities and financial resources to do the Work in accordance with the Contract Documents, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

In making the determination as to which proposal offers the greatest value to NYULMC, NYULMC will include in its evaluation the total cost to NYULMC. Accordingly, NYULMC may not necessarily make an award to the proposer with the highest technical ranking. Further, NYULMC reserves the right not to make an award to the lowest priced proposer in the event that NYULMC determines that the lowest price proposal does not offer the greatest value to NYULMC. Although the price is not expected to be the controlling factor in the selection of a Contractor for this solicitation, NYULMC wishes to ensure that it is paying the least amount possible for the Work that meets NYULMC's needs. The degree of importance of price as a factor shall increase to the extent that competing proposals are otherwise determined to be substantially equal.

In addition to the evaluation criteria listed above only a responsible proposer will receive an award. To be considered responsible, the proposer must demonstrate to the satisfaction of NYULMC that it is in all respects a responsible party; this determination encompasses consideration of the proposer's integrity, skill, experience, necessary facilities, and financial and other resources to do the work in accordance with the Contract Terms and Conditions.

## **IX. Negotiation**

NYULMC reserves the right to: (i) reject all proposals submitted; (ii) accept any proposal or alternate as submitted without negotiations; (iii) require revisions to, corrections of, other changes to any proposal submitted as a condition to its being given any further consideration; (iv) select for negotiations only the overall best proposal or alternate submitted, as determined by NYULMC; negotiate with those proposers whose acceptable proposals or alternates fall within the competitive range; (v) negotiate with one or more proposers in any manner it deems fit. In the event NYULMC chooses to negotiate with more than one proposer, it may, following the conclusion of all negotiations, issue a revised RFP or portion thereof containing, among other things, any matter, offer, condition of enhancement elicited from or proposed or suggested by any proposer during the course of such negotiations, and solicit Best and Final offers from such proposers, or solicit Best and Final offers utilizing another appropriate procedure; (vi) after receipt of Best and Final Offers, if in the interest of NYULMC to do so, to thereafter reopen negotiations; (vii) accept improvements to, enhancements of or other revisions to any proposal or alternate proposal at any time if it deems such to be in its best interest. No proposer shall have any rights against NYULMC arising at any stage of the

---

solicitation from any negotiations that take place, or from the fact that NYULMC does not select a proposer for negotiations.

X. This Request for Proposal (RFP) is not an offer by NYULMC, but an invitation for vendor response. No NYULMC contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is executed by duly authorized officers of NYULMC and the vendor. Each party shall be entirely responsible for its own costs and expenses incurred while participating in the RFP preparation and negotiation processes.

This RFP is proprietary and shall not be distributed or used for any purpose other than preparation of a proposal for submission to NYULMC. Disclosure of any part of the information contained herein to parties not directly involved in providing the services requested could result in the disqualification of or legal action against the vendor. All proposals, and any work completed under contract on acceptance of a proposal, become the property of NYULMC.

#### **XI. FEMA Clauses**

As certain funding for the project may be provided by or through the Federal Emergency Management Agency ("FEMA"), the Construction Management Agreement contains clauses specific to FEMA.

#### **XII. List of Attachment**

- 1) Attachment A: Construction Management Agreement
- 2) Attachment B: Preliminary Drawings, Specifications and Narrative
- 3) Attachment C: Milestone Schedule
- 4) Attachment D: RED+F Qualification Questionnaire
- 5) Attachment E: NYULMC Approved Sub-Contractor List.
- 6) Attachment F: General Conditions Workbook



## **Attachment A – Construction Management Agreement**

*(The Construction Management Agreement will be issued by addendum shortly)*



**Attachment B: Preliminary Drawings, Specifications and Narrative**

Please request drawings by email to [skirballdrawings@macropm.com](mailto:skirballdrawings@macropm.com)

**Attachment C: Milestone Schedule**

**3/27**– Launch RFP

**4/2** – Pre – Proposal Site Walkthrough

**4/8** – RFI Deadline

**4/20** – **Bids Due**

**4/21 through early May** – Bid review, level and preparation of award memo.

**Mid- May** – Award contract

**Mid- June** – Architect and Engineer to issue full construction and permit drawings

Construction schedule to be provided by CM.



**Attachment D: RED+F Questionnaire**



Attachment E: NYULMC Approved Subcontractor List



**Attachment F: General Conditions Workbook**