



Request for Proposals

Arthur Kill Terminal

Warehouse Package



RFP Issued: June 3, 2024

Proposal Submission Deadline: July 31, 2024

Arthur Kill Terminal, LLC
145 Avenue of the Americas, 7th Floor
New York, NY 10013



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1 RFP INSTRUCTIONS AND PROCESS

1.1 Overview of RFP Process

Arthur Kill Terminal, LLC (the “Owner”) is developing a purpose-built offshore wind (“OSW”) port on an approximately 32.5-acre site in Staten Island (the “Site”), New York to support the staging, assembly and installation of wind turbine generators (“WTGs”) and other main components for OSW farms in the New York Bight and elsewhere along the East Coast of the United States.

This Request for Proposals (“RFP”) invites qualified contractors (“Proposers”) to submit Proposals for the construction of the approximately 22,000 gross square feet Warehouse (the “Work”) within the Project’s Tenant Area, as described in detail in the Appendices to this RFP, in accordance with a comprehensive agreement (the “Agreement”) substantially in the form of the Agreement in Appendix 11 of this RFP. The successful Proposer will enter into the Agreement with the Owner following conditional acceptance by the Owner of the Proposer’s Proposal.

This RFP is accompanied by the following documents, which together are the “RFP Documents”:

- Proposer Acknowledgement Form
- Confidentiality Agreement
- Appendix 01: Proposal Certification Form
- Appendix 02: WBS Proposal Form
- Appendix 03: Scope of Work
- Appendix 04: List of Drawings and Specifications
- Appendix 05: Warehouse Drawings and Specifications
- Appendix 06: Site Plan with Package Interfaces
- Appendix 07: Owner’s Construction Schedule
- Appendix 08: Owner Permits and Other Governmental Approvals
- Appendix 09: Engineering, Architectural, and Environmental Reports
- Appendix 10: Safety Questionnaire
- Appendix 11: Agreement
- Appendix 12: NYSDOL Prevailing Wage Schedule
- Appendix 13: Government Mandated Requirements

This RFP and the other RFP Documents define the procedures to be followed and the information to be submitted and otherwise describe the requirements for preparation and submission of a Proposal. This RFP and the other RFP Documents: (i) are not part of and shall not be construed as an offer by the Owner that is capable of acceptance by the Proposer; and (ii) are issued solely for the formulation, submission and consideration of Proposals which, when submitted, will constitute a binding offer by the Proposer that is eligible for acceptance by the Owner.

As the Project has been awarded funding through the United States Department of Transportation (USDOT) Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP) this RFP, the Agreement and its execution must all be conducted in accordance with Federal procurement and performance requirements (2 CFR Section 200.318 – 200.327).



Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d-2000d-4) and related regulations, notifies all Proposers that it will affirmatively ensure that for any contract entered into pursuant to this Request For Proposals, disadvantaged business enterprises will be afforded full and fair opportunity to submit Proposals in response to this RFP and will not be discriminated against on the grounds or race, color or national origin in consideration of an award.

1.2 Communications

All questions or communications to the Owner regarding this RFP and all other RFP Documents shall be submitted via email to the Owner’s RFP Contact:

Laura J. Keim
Owner’s RFP Contact
laurajkeim@tms-waterfront.com

All communications regarding this RFP should be addressed to the Owner’s RFP Contact. Proposers may not contact the Owner or any employee, contractor, or representative of the Owner other than the Owner’s RFP Contact.

No questions or communications of whatever nature received less than five (5) Business Days before the Proposal Submission Deadline shall be considered by the Owner.

1.3 Schedule of RFP Process

The schedule for the bidding process is as follows:

RFP Issued Date:	June 3, 2024
RFP Acknowledgement and Confidentiality Agreement due:	June 14, 2024
Virtual pre-proposal conference:	June 17, 2024
Deadline for submission of questions :	June 21, 2024
Addendum #1:	June 28, 2024
Proposal Submission Deadline:	July 31, 2024
Anticipated Agreement award:	August 30, 2024
Anticipated Agreement execution:	Q4 2024
Anticipated Notice to Proceed:	Q2 2025

1.3.1 Proposer RFP Acknowledgement/Confidentiality Agreement

Within eleven (11) days of receipt of this RFP and Form of Confidentiality Agreement, Proposers shall confirm their intent to submit a Proposal by submitting a signed Proposer Acknowledgment Letter and a signed Confidentiality Agreement, copies of which accompany this RFP. The signed



Acknowledgement Letter and Confidentiality Agreement shall be sent by e-mail to the e-mail address stated in Section 1.2.

Following receipt of the Proposer Acknowledgement Letter and signed Confidentiality Agreement, the remaining RFP Documents and Appendices will be made available to the Proposer.

1.3.2 Pre-Proposal Conference

All Proposers planning to submit Proposals are invited to attend a virtual pre-proposal conference:

Date:	June 17, 2024
Time:	10am
Location:	Microsoft Teams meeting (virtual)

The agenda of the conference will include an overview of the Project, the Work, and the RFP process and a question and answer period.

Note that all Proposer questions will be considered at any time prior to, or during, the pre-proposal conference; however, Proposers will be asked to confirm oral questions in writing. Subsequent to the conference, an RFP Addendum containing an abstract of the questions and Owner's answers, and a list of attendees, will be made available.

Proposers are cautioned that, notwithstanding any remarks, clarifications, or responses provided at the conference, all terms and conditions of the RFP remain unchanged unless they are changed through a written RFP Addendum. It is the responsibility of each Proposer, prior to submitting a Proposal, to seek clarification of any perceived ambiguity in the RFP or an RFP Addendum.

1.3.3 Pre-Proposal Question and Answer Rounds

There will be one round of questions accepted from the Proposers as identified in Section 1.3. Questions will be anonymized and may be answered through RFP Addenda distributed to all Proposers. Owner reserves the right to not answer any questions received.

Each question or communication shall clearly state the Proposer's name, the subject, and questions should be sequentially numbered.

1.3.4 Proposal Submission Deadline and Instructions

All Proposals must be received by the Owner's RFP Contact by 5:00 pm. on July 31, 2024 (the "Proposal Submission Deadline").

On or before the Proposal Submission Deadline each Proposer shall submit (i) an electronic copy of its Proposal to Owner's RFP Contact, and (ii) an original hard copy of its Proposal, clearly marked and identified on the outside, along with a digital copy of its Proposal stored on a thumb/USB drive to the following address:



Arthur Kill Terminal, LLC
c/o Atlantic Offshore Terminals, LLC
145 Avenue of the Americas, 7th Floor
New York, New York 10013

1.3.5 Owner Review

Following the Proposal Submission Deadline, the Owner shall evaluate each of the Proposals in accordance with the process described in Section 1.4.10.

1.3.5.1 Interviews

If the Owner determines that an interview of some or all Proposers will assist in the evaluation of Proposals the Owner shall be in contact with Proposers to schedule and conduct interviews, likely within 30-45 days of submission of Proposals.

1.3.5.2 Visits to Proposer

The Owner reserves the right, upon reasonable notice, to review the premises, facilities, equipment, personnel and other resources of a Proposer and to carry out related technical and commercial appraisals in the course of evaluating a Proposal.

1.4 RFP Terms and Conditions

1.4.1 Proposer Review of RFP Documents

Each Proposer shall be responsible for its own investigation and interpretation of all information provided in the RFP Documents and shall inform itself as to all other data and conditions that might in any way affect a Proposer's evaluation of the Project or the cost of the Work, performance of the Work, or any other aspect of the Work. Neither the Owner nor any of its Affiliates makes any representation or warranty of any kind and will not be liable to any Proposer in any way whatsoever, with respect to this RFP.

Should any Proposer find discrepancies, errors or omissions in the RFP Documents, or should any other questions arise relative to the RFP Documents, the Proposer should promptly notify the Owner of such in writing without delay. Replies to such notices may be made in the form of an RFP Addendum.

Any failure or neglect by a Proposer to carry out the verifications and investigations of the Project, the Work or the RFP Documents or any other information communicated to the Proposer by or on behalf of the Owner shall not excuse a Proposer from its obligation to comply with: (a) the requirements contained in the RFP Documents in preparing and submitting its Proposal; and (b) any Agreement subsequently executed by the Owner and a Proposer.

The Owner may, in its sole and absolute discretion, address any possible error, omission or discrepancy in the RFP Documents through the issuance of an RFP Addendum to all Proposers. Any failure or delay by the Owner to issue such an RFP Addendum shall not entitle any Proposer



to any relief or consideration or create any liability of the Owner or any of its Affiliates to any Proposer.

1.4.2 Modifications to the RFP Documents and/or RFP Addenda

This RFP and the other RFP Documents may be changed only by a writing issued by the Owner (each an “RFP Addendum”). No oral statement shall be deemed to change or supplement the RFP Documents. The following shall apply in respect of all RFP Addenda:

- 1) A RFP Addendum may be issued simultaneously to all Proposers and will be deemed to constitute part of the RFP Documents;
- 2) If a response to any query or communication raised by any Proposer materially affects the RFP or any of the RFP Documents, then the Owner, in its sole and absolute discretion, may issue an RFP Addendum in connection therewith; and
- 3) Each Proposer shall promptly acknowledge, in writing, its receipt of any RFP Addendum.

1.4.3 Exceptions to the RFP

Any exceptions that a Proposer may wish to raise with respect to the RFP Documents (including to the Agreement and scopes of Work) should be clearly stated in the Proposal.

The only exceptions to the RFP Documents that will be considered by the Owner are those that clearly state: (i) the nature of the proposed exception and to what it applies in the relevant provision(s) of the RFP Documents (i) the reason for such exception; (iii) any effect the Owner’s acceptance or rejection of such exception may have on the Proposer’s price proposal for the Work; (iv) any effect the Owner’s acceptance or rejection of such exception may have on the Proposer’s ability to execute the Work; and (v) any effect the Owner’s acceptance or rejection of such exception may have on the Proposer’s Schedule for completion of the Work.

All exceptions will be considered for acceptance or rejection at the sole and absolute discretion of the Owner. The extent and nature of any exceptions included in a Proposal will be a factor in the Owner’s evaluation of such Proposal and Proposers are strongly encouraged to keep their exceptions to a minimum.

1.4.4 Cost of Proposing

The preparation of each Proposer’s Proposal and all other work performed or paid for in connection with the preparation or submission of a Proposal shall be at the sole expense of the Proposer.

1.4.5 Binding Nature of Proposals

Each Proposal shall constitute an offer by the relevant Proposer, open and capable of acceptance by the Owner at any time from such Proposal’s submission to the earlier of the execution of an Agreement between a Proposer and the Owner or the day that is 120 days following the date of receipt by Owner of such Proposal (the “Proposal Validity Period”).



1.4.6 Proposal Bond

Each Proposer is required to at the time of submission of its Proposal to submit Proposal security equal to five percent (5%) of the Proposer's price in the form of a bond issued by a financial institution of international standing located in the United States with a credit rating of at least A- (Standard & Poor's) or A3 (Moody's) and which is reasonably acceptable to Owner or such other institution as may be agreed by Owner in its absolute discretion ("Proposal Bond"). The Proposal Bond shall be in a form reasonably acceptable to Owner. A Proposer should provide Owner with the identity of its proposed issuing financial institution and the proposed form of bond no later than ten (10) days prior to the Proposal Submission Deadline. The Proposal Bond must be valid for a period ending thirty (30) days after the Proposal Validity Period.

A Proposal Bond will be returned to the Proposer within thirty (30) days following an award or awards by Owner for all of the Scopes of Work or a decision by Owner not to make an award for the Packages as to which the Proposer submitted a Proposal. The Owner shall be entitled to draw in full on a Proposer's Proposal Bond upon the occurrence of any of the following circumstances: (i) the Proposer withdraws its Proposal during the Period of Validity prior to the making of an award for the Packages as to which the Proposer submitted a Proposal; (ii) the Proposer, whose Proposal has been awarded by Owner, fails to enter into a form of the Agreement containing the changes proposed by the Proposer; or (iii) the Proposer, whose Proposal has been awarded by Owner, after the Proposal Submission Deadline, demands additional changes to the Agreement.

A Proposal not accompanied by the required Proposal Bond shall not be considered for award.

1.4.7 Ownership of the RFP Documents

The RFP Documents shall, at all times, remain the property of the Owner and are transmitted to the Proposer solely for the purpose of the Proposer's preparation and submission of its Proposal. If a Proposer decides not to submit a Proposal, or if the Owner so demands, for any or no reason, the Proposer shall return all RFP Documents immediately to the Owner's RFP Contact at the address stated in Section 1.2.

1.4.8 Confidentiality

Each Proposer intending to submit a Proposal shall provide a signed Confidentiality Agreement with respect to the RFP and the Project. which shall survive the execution of any Agreement between Proposer and Owner, a Proposer's withdrawal from the Proposal process, or the receipt by a Proposer of a written notice from the Owner that the Owner is withdrawing the RFP or that the Proposer's Proposal has been rejected and shall not be considered further.

If at any time the Proposer receives a written notification from the Owner that the Owner will not be further considering such Proposer's Proposal and that such Proposer's Proposal is not accepted, such Proposer shall take all steps necessary to ensure all RFP Documents, including electronically issued materials, are promptly destroyed or returned to the Owner, as directed by the Owner, and the Proposer shall notify the Owner in writing within seven (7) days of such notice that they have complied with the obligations under this Section 1.4.



1.4.9 Business Conduct

Each Proposer shall ensure that its Proposal and participation in this RFP process are fully compliant with all applicable law, including without limitation all laws regulating procurement corruption, conflicts of interest, use of bribes and related matters and with Owner's Responsible Contractor Policy.

1.4.10 Proposal Evaluation Process

The Owner will conduct an evaluation of all Proposals against such criteria that in the sole and absolute discretion of the Owner are believed to be critical to the success of the Project and the execution of the Work, primarily those criteria addressed below in Section 1.5.

Consistent with the requirements of 2 CFR 200.318, Agreement(s) will be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of Agreement. Consideration will be given to such matters as contractor qualifications and integrity, proposed means and methods, compliance with public policy, record of past performance, financial and technical resources and proposed price.

The Owner reserves the right, before or after the Proposal Submission Deadline, to request any further information it may deem, in its sole and absolute discretion, necessary to evaluate the Proposal, including any additional technical, commercial or financial information necessary for the appraisal of a Proposal. Additionally, the Owner reserves the right to discuss, at any time, any exceptions raised by a Proposer and may, at any time and at the Owner's sole and absolute discretion, request that a Proposer resubmit its Proposal (including a proposed final form of the Agreement) in order to confirm and restate such Proposer's latest and best position in respect to any exceptions or proposed changes and the terms of its Proposal.

For the purposes of the Owner's review of a Proposal or any part thereof, the hard copy of the Proposal sent to the address in Section 1.2 shall be the definitive reference copy, except for electronic documents where the version supplied via USB drive shall be the definitive reference copy.

All information relating to the evaluation and comparison of the Proposals submitted will be held confidential by the Owner.

Any attempt by a Proposer to: (a) improperly influence the Owner in the process of its examination, clarification and evaluation of the Proposals; or (b) disclose any information in its Proposal to any other Proposers or persons not officially involved with the Proposal process, may (in the Owner's sole and absolute discretion) result in the rejection of such Proposer's Proposal.

1.4.11 Owner's Right to Accept or Reject a Proposal

The Owner may, in its sole and absolute discretion: (a) modify any or all of the requirements set forth in this RFP; (b) waive irregularities or formalities with respect to any Proposal; (c) accept or reject any Proposal in whole or in part; (d) accept multiple Proposals and award multiple



Agreements; (e) reject all Proposals at any time with or without giving of reason therefor; (f) withdraw the RFP at any time; (g) abandon the Project or have the Work performed and/or Project developed in such other manner and using such other entities as the Owner may elect; and (h) take any other such action with respect to a Proposer or the Project Owner in its sole discretion deems appropriate. Additionally, the Owner reserves the right to enter into negotiations with any Proposer with respect to its Proposal or the Agreement and any such negotiation shall not amount to any offer or acceptance in relation to such Proposal by the Owner, create any binding obligations upon or liabilities of the Owner, or create any obligation to enter into negotiations with any other Proposer.

In no event shall any Proposer have a claim against the Owner arising out of or relating to this RFP for damages or any other form of relief or create any liability as between the Owner and any Proposer.

1.4.12 Late Submissions and Extensions

Any Proposal received after the Proposal Submission Deadline may or may not, in the Owner's sole and absolute discretion, be taken into consideration by the Owner. The Owner may or may not grant an extension to the Proposal Submission Deadline to a Proposer in its sole and absolute discretion and may or may not offer such an extension to any other Proposer in its sole and absolute discretion.

1.4.13 Governing Law; Binding Effect

The RFP Documents and all Proposals and any dispute or claim arising out of or relating to them or their subject matter, existence, negotiation, validity, termination or enforceability shall be governed by and construed in accordance with the laws of the State of New York.

1.5 Evaluation Criteria and Weighting

The following criteria, and the weight to be given them, shall be principally used by the Owner to evaluate Proposals received in response to this RFP:

1.5.1 Price

The Proposer's costs breakdown and price proposal will be evaluated for completeness and fairness and will be assessed relative to market comparables, and the percentage of profit and contingency assigned to the Lump Sum Price.

The weight to be given to this evaluation criterion is 40%.

1.5.2 Technical Approach

The Proposer's means, methods and materials that the Proposer proposes to use to perform the Work will be evaluated for efficacy, completeness and likelihood of success.

The weight to be given to this evaluation criterion is 15%.



1.5.3 Past Performance, Relevant Experience, and Qualifications

The Proposer's past performance and relevant experience relating to quality of work, customer satisfaction, business ethics and reputation, budget performance, schedule performance, commercial litigation history, capacity to manage successfully projects comparable in size and complexity to the Work, and other factors will be assessed to determine the Proposer's qualifications for the Work.

The weight to be given to this evaluation criterion is 15%.

1.5.4 Construction Management and Organization

Owner will review the Proposer's proposed organization of its approach to the Work, its management team (in particular, its Key Personnel), the training and experience of those individuals, the Proposer's proposed key subcontractors and its management of those subcontractors. In addition, the Proposer's stated approach to and experience in risk identification and mitigation, safety management, and quality control will also be assessed.

The weight to be given to this evaluation criterion is 10%.

1.5.5 Schedule

Proposals will be evaluated based on the level of detail provided in the Proposer's Schedule for the sequence of the Work, the identification of schedule risks and opportunities and critical path, and the Proposer's ability to deliver the Work in accordance with the Owner's Schedule.

The weight to be given to this evaluation criterion is 10%.

1.5.6 Business and Workforce Opportunity Program

Proposals will be evaluated based on the Proposer's Business and Workforce Opportunity Program, including the Proposers' demonstrated experience in the successful utilization of MWBE, SDVOB, and DBE subcontractors, the Proposer's plans to meet the Project's disadvantaged community (DAC), MWBE, SDVOB, and DBE goals and requirements, and proposed dollars to be expended in DACs and for MWBEs, SDVOBs, and DBEs participation in the Work.

The weight to be given to this evaluation criteria is 10%.

2 SCOPE OF WORK

2.1 General Description of Project

The Project is the development and construction of a special-purpose marine terminal for the staging and assembly of offshore wind turbine generators (WTGs) and other main components involved in the installation of offshore wind farms along the eastern seaboard. The Facility will



consist of three (3) main areas: the Port Operations Area, a Tenant Area containing a warehouse/office building and associated parking and landscaping, and an Owner Area containing the Cole House building and associated parking and landscaping.

The Port Construction Contractor will be responsible for the construction of the Port Operations Area and site work in the Tenant Area and Owner Area. The site work includes clearing, grubbing, and grading in the Tenant Area immediately around the Warehouse site and will result in a “pad-ready” site for the construction of foundations for the Warehouse by the Warehouse Contractor. The Port Construction Contractor will also provide the utility stub-ups and subgrade infrastructure for the solar equipment as further addressed in Section 2.5 below.

The 2.5-acre Tenant Area, in which the Warehouse that is the subject of this RFP will be located, will consist of the two-story, 22,472 GSF warehouse/office building, a new asphalt parking lot and parking area, solar canopies, a bioswale, and landscaped areas.

As described further in Section 2.4, the Warehouse Contractor will be responsible for the construction of the Warehouse building (foundations to finishes), and the Port Construction Contractor will be responsible for all other site work to be performed in the Owner Area. Additionally, Other Contractors will be responsible for the installation of solar canopy systems in the Tenant Area parking lot and on the roof of the Warehouse building.

2.2 General Project Information

Project Name:	Arthur Kill Terminal
Warehouse Address:	4823 Arthur Kill Road, Staten Island, New York 10309
Owner:	Arthur Kill Terminal, LLC
Engineer:	Mueser Rutledge Consulting Engineers (MRCE)
Architect:	T. LaPorta Architect (TLA)
Owner’s Representative:	TMS Waterfront (TMS)

2.3 Type of Agreement

The Agreement will provide for a fixed price for the Work. In accordance with the terms set forth in the Agreement, the Proposer’s price shall include everything required to fully perform the Work.

2.4 Warehouse Package Scope of Work

The Work is defined primarily in the Scope of Work (Appendix 03) and itemized within the Work Breakdown Structure (WBS) provided in the WBS Proposal Form attached as Appendix 02. The Proposer shall include in its Proposal(s) all items required in order to carry out the Work as provided for in the Agreement.

The Warehouse Package Scope of Work includes the following main elements:

- 1) Excavation and backfill for foundations;
- 2) Building foundations;



- 3) Subgrade utilities within the building footprint connecting to stubs-ups provided within 2 ft of the building perimeter by Port Construction Contractor;
- 4) Building framing, rough carpentry, roof framing;
- 5) Mechanical, electrical, plumbing and fire protection;
- 6) Elevator and associated systems;
- 7) Roofing and associated systems including the subgrade cisterns;
- 8) All finishes.

The Drawings and Specifications relevant to the Warehouse Work are identified in Appendix 05 [List of Drawings and Specifications].

The Warehouse Contractor will be responsible for all Work on the Warehouse building from the foundations to finishes, and connections to the subgrade utilities within 2 ft of the foundation.

2.5 Other Contractors and Key Interfaces Between Packages

Proposers should be aware of the interfaces that will exist between the Warehouse Package, Port Construction Package, and Cole House Package (see Appendix 06 – Site Plan with Package Interfaces - 22 Dec 23), and care should be taken to ensure the Work is appropriately priced to account fully for these interfaces. As stated in Section 2.4, Other Contractors will be responsible for certain work to be performed in the Tenant Area adjacent to the Warehouse building and the Warehouse Contractor will be required to coordinate with Other Contractors accordingly. The Port Construction Contractor will control the management and security of the Site.

Appendix 03 - Scope of Work identifies the areas of interface and designates which Contractor is responsible for tasks that overlap within the Tenant Area, including the production of coordination drawings and/or submittals.

2.6 General Conditions

As indicated in the Agreement and Scope of Work, the following General Conditions of the Work are required:

- 1) Insurances
- 2) Mobilization and Demobilization
- 3) Testing, Inspection & Documentation
- 4) Required Permits & Fees
- 5) Pre-Construction
- 6) Reporting
- 7) Closeout

Proposers should ensure that these general conditions costs are appropriately accounted for in accordance with the WBS Proposal Form.

2.7 Permit Requirements



The Work shall be performed in accordance with the Permits detailed in Appendix 08.

2.8 Project Labor Agreement Requirements

As the Project has been awarded funding through the United States Department of Transportation (USDOT) Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP) and may receive additional government funding, the Contractor will be required, in accordance with Federal procurement and performance requirements (2 CFR Section 200.318 – 200.327) to negotiate and enter into a Project Labor Agreement (PLA) covering all aspects of the Work and pursuant to the terms of the Agreement. The PLA shall contain:

- 1) Provisions that appropriately limit applicability of the PLA to United States-based (including federal waters) covered work on the Project (and not extending to any other work performed by Project contractors and subcontractors, or to the work of their affiliated entities), ensuring that Project contractors or subcontractors are not required to become a signatory to any other labor agreement, and appropriately providing for the supremacy of the PLA over any potentially conflicting labor agreements that might otherwise apply to contractors and subcontractors. The PLA must apply to all covered construction and all contractors and subcontractors, of whatever tier, performing construction work on the Project (subject to appropriate exceptions), and the PLA should be available to all contractors and subcontractors, of whatever tier, regardless of their union affiliation;
- 2) Provisions for appropriate union recognition and security (limited to the Work) and the referral of skilled craft workers, including provisions for staffing in the event qualified referrals are not reasonably available and for the reasonable use of a number of core employees by contractors and subcontractors (regardless of union affiliation and referral practices that might otherwise exist);
- 3) Comprehensive labor harmony provisions to ensure against work disruption as a result of worksite disputes or other labor disputes of any kind;
- 4) Comprehensive provisions for the resolution of workplace disputes through third party resolution, including provisions for the resolution of jurisdictional disputes (without work disruption), and appropriate provisions for labor management cooperation;
- 5) Appropriate provisions to allow the cost effective and efficient coordination of multiple trades and contractors and subcontractors (notwithstanding any local labor agreements that might otherwise be applicable to contractors and subcontractors), as well as other appropriate management rights (such as adequately ensuring the Contractors'/subcontractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location; use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices; the installation or use of materials, supplies or equipment regardless of their source (including as may be required by a



vendor and/or to ensure warranty coverage); and to perform off-site work, subject to any restrictions imposed by law);

- 6) Appropriate provisions promoting disadvantaged community (DAC), MWBE, SDVOB, and New York-based employment and DBE involvement, and any mandated reporting obligations required for compliance with the Project's employment targets.
- 7) Appropriate provisions for the use of apprentices; and
- 8) Appropriate provisions for rules governing worksite access and conduct.

It is possible that the Work will be partially funded by the New York State Energy Research and Development Authority (NYSERDA). If it is, NYSERDA shall be entitled to participate in the discussions with organized labor regarding a project labor agreement.



3 PROPOSAL CONTENT

Proposals must include the following required elements, which are described further below.

- 3.1 Proposer Identification
- 3.2 Proposer and Key Subcontractor Relevant Experience
- 3.3 Proposer's Schedule
- 3.4 Technical Approach to Performance of the Work
- 3.5 Environmental Health and Safety Plan and Questionnaire
- 3.6 Quality Plan
- 3.7 Technical Capacity and Resource Availability
- 3.8 Proposer's Financial Condition
- 3.9 Business and Workforce Opportunity Program
- 3.10 WBS Proposal Form
- 3.11 Markup of Agreement
- 3.12 Proposal Certification

3.1 Proposer Identification

3.1.1 Proposer Introduction

Proposer shall identify the entity(ies) that comprise the Proposer's team and describe clearly the respective roles, responsibilities and basic information on the entity(ies) history, ownership, and experience.

3.1.2 Construction Management Plan

Proposals shall include a Construction Management Plan describing how the Work will be managed and how the Proposer would ensure successful, timely delivery of the Work in accordance with the requirements of the Agreement and this RFP.

The Construction Management plan should include an Organization Chart and details on the individuals and roles and responsibilities for all Key Personnel and Key Subcontractor Personnel, supplying at least the following information:

- Individual name and resume.
- Company affiliation and title.
- Proposed role for the Work
- Intended commitment during Work (pre-construction, construction, post-construction phases) as percentage of full-time employment.

Key Personnel shall include the following roles, at a minimum, and individuals may satisfy multiple roles as appropriate:



- (a) *Project Manager*: The Project Manager is the primary liaison for the Proposer with the Owner and will serve as the primary manager and director of the Work.
- (b) *Project Superintendent*: The Project Superintendent is the Work's senior field manager and subcontractor and logistics coordinator.
- (c) *Quality Manager*: The Quality Manager shall prepare and implement the quality control plan and quality assurance protocol/applications and make recommendations pertaining to constructability, sequencing, impact analysis, and other related tasks. The Quality Manager should have experience providing cost-effective quality control consistent with the complexity, criticality, and safety aspects of the Work.
- (d) *Site Safety Manager*: The "Safety Manager" shall be responsible for the Work's safety program and ensure the Work's compliance with OSHA and all other applicable health and safety law. This individual shall have a NYCDOB Site Safety Coordinator ("SSC") Certification and have a minimum of 10 years' experience in construction of large projects in New York City.
- (e) *Key Subcontractor Personnel*: For all Key Subcontracts, provide information on the Subcontractor personnel responsible for commercial management and performance of the Work.

The construction management plan should be accompanied by a narrative of the Proposer team organization and how it shall accomplish the effective management and execution of the Work. The organization chart shall also clearly show the reporting structure and lines of communication and responsibility.

Resumes and three (3) references should be provided for each Key Personnel from different projects that are identified in each resume. The Owner reserves the right to contact those individuals that are listed as references.

3.1.3 Legal Structure

The Proposer shall provide a description of the legal entity proposed to enter into the Agreement. The Proposer shall provide complete copies of the organizational documents, along with evidence that the Proposer is authorized to conduct business in New York State or will be authorized to conduct business in the State prior to the award of the Agreement.

3.2 Proposer and Key Subcontractor Relevant Experience

Please provide project profiles to demonstrate that the Proposer's team (including, as applicable, Key Subcontractors) has completed, or has the capability to complete, projects of similar scope and complexity. Project profiles shall include the project name, project location, client name, project manager name, project description (including identifying relevance to the Project), delivery method, services provided, baseline and actual completion date, baseline and actual contract amounts, and reasons for any variations from baseline.



The Owner may contact those individuals and firms that are listed as references by the Proposer and consideration will be given to whether or not the Proposer's reference verifies the accuracy of the Proposer's characterization of its involvement in the project, as well as their overall assessment of the quality of those services provided, including project management, partnership and collaboration, cost and schedule control, quality, and commissioning and function of installed work. It is the Proposer's responsibility to verify that all references listed can be reached by telephone and email. If a reference cannot be located based upon the information provided by the Proposer, Owner may disregard the listed project.

The Owner reserves the right to maintain the confidentiality of the past performance information provided by the references listed by the Proposer, as well as references obtained by other means, and is under no obligation to share such information with the Proposer. By submitting a Proposal for consideration under this RFP the Proposer agrees that it shall not seek to discover from any source the contents of such communications.

Where necessary to supplement the above, describe the Proposer's and Key Subcontractors' experience with the execution of building projects relevant to the Work within the past ten (10) years involving any or all of the following:

Technical

- Foundations
- Concrete and concrete finishes
- Roofing systems;
- Building framing, steel and light gauge, masonry and concrete
- Rough carpentry;
- Interior and exterior finishes including glazing, siding, miscellaneous metals, stairs
- Flooring
- Elevator construction
- Bathroom, kitchen and locker room fit outs
- Warehouse fit outs including overhead doors
- Wayfinding
- Medium and Low voltage electric;
- Fire protection and fire alarm systems;
- Plumbing, sanitary and domestic water;
- HVAC

Labor and Sustainability

- Describe the experience of the Proposer and Key Subcontractors with the execution of projects using union labor and Project Labor Agreements, particularly in the New York metropolitan area, and involving NYCDOB permits and conditions.
- Provide information on the experience of the Proposer and Key Subcontractors with the achievement of project-specific sustainability goals and certifications such as LEED.

3.3 Proposer's Schedule



Proposals shall include a Proposer's Schedule in either MS Project or Primavera P6, with electronic copies in native and PDF format, that at a minimum includes the following information:

- (a) Commencement of Pre-Construction
- (b) Timelines for receipt of all Contractor Permits and Approvals
- (c) Notice to Proceed
- (d) Mobilization and start of Work at the Site
- (e) Start/end dates for all major construction activities
- (f) Project critical path
- (g) Milestones

The Proposer shall provide a narrative describing the approach, key features and critical path of the Proposer's Schedule. The Proposer shall identify and describe the various assumptions used in preparing the Proposer's Schedule as well as any perceived advantages and risks to the schedule. The Proposer should highlight their overall approach to schedule float, and how they would implement a recovery schedule if needed.

3.4 Technical Approach to Performance of the Work

The Proposer should describe in detail the Proposer's means and methods and materials for performing the Work, including a narrative describing the overall construction sequence, descriptions and plans for all staging areas, equipment and specialty trades and subcontractors required. The narrative should discuss the logistics and challenges of constructing the Work elements while meeting all contractual requirements.

The Proposal also should include a table that identifies the material perceived risks to the Work and the mitigation strategies to address those risks.

3.5 Environmental Health and Safety Plan & Questionnaire

Proposals shall present the key features of its Environment, Health and Safety Plan(s) that describe the Proposer's overall approach to ensuring protection of the environment, and the health and safety of workers, other personnel, and the public over the duration of the Work, and must address the following:

- (a) Major safety and environmental issues and areas of concern should be identified and the proposed method of mitigating or eliminating the safety issue should be outlined. The plan shall describe the organizational arrangements it intends to implement to manage project safety successfully. The organizational arrangements described shall clearly identify responsibilities and reporting lines of staff, particularly relating to Key Personnel, and shall include Subcontractors.
- (b) Proposals should include a description of the proposed methods of protecting existing facilities and implementing environmental controls, including a description of the specific means and methods the Proposer intends to use to minimize impacts to the environment, existing utilities, neighboring properties, structures, and stakeholders adjacent to or within



the Site. For example, identify how the Proposer intends to mitigate impacts due to vibration, noise, dust, staging of construction materials and equipment, and construction vehicles of the Proposer's construction operations.

- (c) The Proposer shall also provide information on historical safety performance and how the Proposer has corrected or prevented safety challenges on projects performed in the last five (5) years, including projects where the Occupational Safety and Health Administration ("OSHA") lost time frequency rates were two (2) times the national average and the assigned experience modification rate ("EMR") is greater than one-point-two (1.1).

Proposals should include a completed Safety Questionnaire in the form provided as Appendix 15.

3.6 Quality Plan

Proposals shall present the key features of the Proposer's Quality Plan that details the Proposer's quality control (QC) and quality assurance (QA) methods for the Work, including detail on how non-conformance issues will be documented, communicated and resolved. Include an explanation of how quality will be maintained for items fabricated and tested off-site and how mock-ups will be managed and presented to the Owner for acceptance.

3.7 Technical Capacity and Resource Availability

At a minimum, the following information is required to demonstrate the Proposer's technical capacity and availability of the required resources:

- (a) Average number of projects (with construction value equal to or greater than five (5) million dollars (\$5,000,000) over the last fifteen (15) years and the cumulative aggregate value of all such projects for each of the years in that period.
- (b) For each current in-progress project with construction value in excess of ten (10) million dollars (\$10,000,000), identify project value, start and forecast completion dates, and number of staff currently assigned to the project.
- (c) The aggregate staffing level currently assigned to existing projects plus the total staffing level available for assignment to prospective or upcoming projects between 2024 and 2026.

3.8 Proposer Financial Condition

Proposers must demonstrate having sufficient financial strength to perform the Work under its Proposal. Accordingly, please submit the following:

3.8.1 Parent Guaranty

Proposers may propose to supplement its financial strength by proposing a parent or affiliate company to serve as a guarantor of Proposer's obligations under the Agreement. The Proposer shall indicate if it is proposing such a guarantor for purposes of the Work, and if so, provide financial statements for and a letter of acknowledgement from such proposed guarantor.

3.8.2 Proposal Bond



The Agreement requires the Proposer to furnish payment and performance bonds, each in the amount of the Proposal Price, to secure Proposer's performance under the Agreement. The Proposer shall provide with its Proposal a letter confirming the availability of such bonds from an U.S. bank or financial institution that has an unsecured indebtedness rating of A+ or A1 depending on whether the rating is from S&P or Moody's, and otherwise acceptable to Owner.

Proposals shall include a Proposal Bond in accordance with the requirements set forth above and in Section 1.4.6.

3.8.3 Financial Statements

Proposers shall provide audited financial statements for the three (3) most recent fiscal years and interim financial statements since the last fiscal year for which audited statements are provided.

- (a) If any entity provides financial statements prepared in accordance with principles other than US GAAP or IFRS, a letter must be provided from a certified public accountant, or equivalent, discussing the ways in which the financial statements that would be materially affected by a conversion to US GAAP or IFRS.
- (b) If audited financials are not available, the Proposal must include unaudited financials for such member, certified as true, correct, and accurate by the Chief Financial Officer ("CFO") or treasurer of the entity. If any entity required to submit financial statements is a newly formed entity and does not have independent financial statements, such entity shall expressly state that it is a newly formed entity and does not have independent financial statements meeting the requirements above and shall provide financial statements otherwise consistent with those required hereby for each of its shareholders/equity members.
- (c) If Proposer files reports with the U.S. Securities and Exchange Commission (SEC), then such entity must provide electronic links to the most recently filed Forms 10-K, 10-Q and 8-K for all such reporting entities in lieu of hard copies.
- (d) Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must accompany the original financial statement information.
- (e) If financial statements are not available in US dollars, Proposer must include summaries of the income statement, balance sheet and cash flow statement for the applicable time periods converted to US dollars. If financial statements are converted from a foreign currency into US dollars, the conversion method(s) must be explained in an attachment and must be reasonable. Translation at the average period rate for income statements and cash flow statements, and period end rate for balance sheet statements, shall be appropriate.
- (f) To the extent Proposer intends to rely on a guarantor to meet its obligations under the Agreement, the financial statements of the guarantor, in accordance with the above stated requirements, shall be provided.

3.9 Business and Workforce Opportunity Program



Proposals shall include a Business and Workforce Opportunity Program that details both quantitatively and qualitatively how and to what extent the Proposer would create economic benefits in local disadvantaged communities (DACs) and for minority or woman-owned business enterprises (MWBES), service-disabled veteran-owned businesses (SDVOBs), and disadvantaged business enterprises (DBEs).

Proposers' Business and Workforce Opportunity Programs should include, at a minimum, the following actions consistent with 2 CFR 200.321:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Breaking down the Work, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the Work permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

Proposals shall include descriptions of how the Proposer arrived at dollar values for the Proposer's commitments to expenditures in DACs and to MWBEs and SDVOBs to be provided as part of its Proposal Certification.

3.10 WBS Proposal Form

The WBS Proposal Form provided in Appendix 02 shall be used to present a breakdown of the Proposer's Price itemizing all costs, on a per Package basis, including without limitation takeoff quantities and unit pricing.

The Proposer is responsible for completing all the lines in the WBS Proposal Form in accordance with instructions provided in Appendix 02.

The WBS Proposal Form shall not be manipulated or modified in any way. Except as instructed on the form, nothing shall be entered on the WBS Proposal Form that alters or proposes conditions or contingencies on the prices. Proposed qualifications, exceptions, and alternative price and delivery structures should be provided in the Comments section of the Proposal Certification Form and may also be included in the Proposal Narrative.

Federal procurement rules require that Proposals be evaluated for reasonable conformance with the Owner's Construction Estimate to determine whether or not a Proposal is accurate and balanced. The Proposer will not materially or mathematically unbalance their Proposal or adjust quantities to unbalance their Proposal. Proposals may be rejected if the prices for any line items or



subline items are materially or mathematically unbalanced. This includes the requirement to provide bid values for Direct Cost and Profit that add up to the Total Price.

A completed WBS Proposal Form shall be submitted as a workable, unlocked excel file as part of each Proposal.

3.11 Markup of Agreement

Proposers shall reflect any proposed changes to the Agreement in a redline of the Agreement provided in Appendix 11, along with an explanation of any proposed material changes to the Agreement.

3.12 Proposal Certification

Proposals shall include a Proposal Certification in the form attached as Appendix 01.

4 GOVERNMENT-MANDATED REQUIREMENTS

Proposals must account for the government-mandated requirements set forth in Appendix 13, all of which are incorporated into the Agreement.

5 DEFINED TERMS

As used in this RFP, all capitalized terms have the meanings given them in the Agreement except for those defined below:

“Agreement” means the Agreement attached as Appendix 11 of this RFP.

“Appendix” means an Appendix to this RFP.

“Confidentiality Agreement” means the Confidentiality Agreement to be executed by each Proposer and received by the Owner with respect to the RFP and the Project.

“Construction Management Plan” means the Contractor’s construction management plan included in its Proposal.

“Drawings” or “Contract Drawings” means the graphic and pictorial documents, materials, photographs and models (in written or electronic format) showing the design, location or dimensions of any part of the Facility and/or related property, including without limitations plans, elevations, sections, details, schedules and diagrams.

“Owner’s Construction Schedule” shall mean the schedule of the Owner’s projected timeline for the completion of the construction of the Work, attached as Appendix 12.

“Owner’s Representative” means TMS-Waterfront or such other person or firm so designated by the Owner.



“Package” shall mean an individually contracted portion of the Project..

“Proposal” means a proposal submitted by a Proposer in accordance with this Request for Proposals (RFP) and the other RFP Documents.

“Proposal Submission Deadline” shall have the meaning set forth in Section 1.3.4.

“Proposer” means any recipient of the RFP regardless of whether or not any such recipient completes and submits an Acknowledgement Letter or a Proposal.

“Proposer Acknowledgement Letter” means the letter acknowledging receipt of the RFP and Confidentiality Agreement to be executed by each Proposer and received by the Owner with respect to the RFP and the Work.

“Proposer’s Schedule” shall mean the construction schedule for the Work proposed by a Proposer.

“RFP” means this Request for Proposals asking Proposers to submit one or more Proposals to the Owner with respect to certain Work for the Project, as more fully described herein and in associated RFP Documents.

“RFP Addendum” shall have the meaning set forth in Section 1.4.2.

“RFP Documents” shall have the meaning set forth in Section 1.1.

“Special Inspections” shall mean all inspections required by the building code of New York City.

“Special Inspector” shall mean the Owner’s consultant for completing NYCDOB and NYCD SBS required special inspections of the Work.

“Tenant Area” shall have the meaning set forth in Section 2.1.



6 APPENDICES

- Appendix 01: Proposal Certification Form - Warehouse
- Appendix 02: WBS Proposal Form - Warehouse
- Appendix 03: Scope of Work - Warehouse
- Appendix 04: List of Drawings and Specifications - Warehouse
- Appendix 05: Drawings and Specifications - Warehouse
- Appendix 06: Site Plan with Package Interfaces
- Appendix 07: Owner's Construction Schedule
- Appendix 08: Owner Permits and Other Governmental Approvals
- Appendix 09: Engineering, Architectural, and Environmental Reports - Warehouse
- Appendix 10: Safety Questionnaire
- Appendix 11: Agreement - Warehouse
- Appendix 12: NYSDOL Prevailing Wage Schedule
- Appendix 13: Government Mandated Requirements