



**92Y Tribeca
Hydronic Heating Project
Mechanical, Electrical & Plumbing Services
Invitation For Bid (IFB)**

Table of Contents:

- Invitation For Bid
- Appendix A – Bid Form
- Appendix B – Specification Set
- Appendix C – Drawing Set
- Appendix D – Standard Business Background Questionnaire (SBBQ)
- Appendix E - Government Requirements and Consent to Comply Agreement Form
 - Exhibit A-3
 - Exhibit A-7,A-8
 - Exhibit A-9
 - Schedule C, Attachment C-1
 - Schedule C, Attachment C-2
- Appendix F - Davis Bacon Provisions & Federal Labor Standards Provisions
- Appendix G – Notice of Intent to Respond Form

Please note: This IFB includes more than one document. In case of any conflict among the documents, the provisions of the government requirements, as set forth in the Consent to Comply with Government Requirements, would govern.

This project is made possible through a grant from the Lower Manhattan Development Corporation (LMDC) and the US Department of Housing and Urban Development (HUD)



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Organization History:

Founded in 1874, the 92nd Street Y's mission is to promote individual and family development and participation in civic life within the context of Jewish values and American pluralism. As a community and cultural center, the Y seeks to create, provide, and disseminate programs of distinction that foster the physical and mental health of human beings throughout their lives, their educational and spiritual growth, and their enjoyment. Today, the Y reaches out beyond its core constituency of American Jews to serve people of diverse, racial, religious, ethnic, and economic backgrounds, meeting the needs of more than 300,000 people annually. Through the Y's eight program centers, adults and children engage their spirits through art, music, dance, and writing courses; expand their minds through classes in science, languages, and the humanities; hone their athletic skills through sports and aquatic activities; and stay healthy through fitness and wellness programs.

92nd Street Y in Tribeca:

92Y Tribeca is the 92nd Street Y's exciting new arts and entertainment venue located at 200 Hudson Street at the corner of Canal and Hudson Streets in New York City. As part of the 92nd Street Y, our mission downtown is to bring together and inspire a diverse community of young people from New York City and beyond, including musicians, artists, filmmakers, performers, writers, educators, humorists, directors, speakers, sports enthusiasts and many others.

Overview of Project:

92Y Tribeca is a leased space within a Trinity Real Estate Building (Landlord). The Landlord provides steam heat to the Y's space only during business hours. Improvement of the existing heating system at 92Y Tribeca is necessary for adequate heating of the multiple program areas and to accommodate the occupancy levels permitted in the space throughout all hours of operation. The 92nd Street Y (the Y, Owner) through this IFB is soliciting competitive sealed bids to replace the existing two-pipe steam heating system with a hydronic heating system to more adequately meet the needs of the space both in service and in controls.

Neville Engineering Group (Consultant) has designed and specified a closed loop system initiated with a new steam line connected at a predetermined location to the Landlord's existing steam header line in the Landlord's boiler room, extending through common basement areas, to a 'steam to hot water' heat exchanger, with a circulating pump that will circulate the water through the Y's premises to existing cast iron radiators, new heating coils in existing ductwork and new hydronic baseboard heaters. Interfacing equipment includes safety and or control devices that include but are not limited to; valves, steam meter with time-clock, thermostat controls, etc.

This project is made possible through a grant from the Lower Manhattan Development Corporation (LMDC) and the US Department of Housing and Urban Development (HUD)

Mechanical, Electrical, Plumbing and General Construction Services

The Y seeks a mechanical contracting firm (Contractor) to conduct mechanical, electrical, plumbing and related services for the installation of a hydronic heating system. Related scopes include, but are not limited to core drilling for piping penetrations, sheetmetal, insulation, general construction, fire and flood alarms, etc.

The Contractor will provide quality assurance and supervisory activities ensuring proper and timely submission of all project deliverables. Services provided by the Contractor shall include the selection of sub-Contractors, proper filing of drawings and permits, management of all required start-up, testing and training of the systems, etc. The Y anticipates that the Contractor will use AIA Document A201, "Standard Form of Agreement between Owner and Contractor."

This IFB does not represent an offer to contract, nor does the receipt of bids in response thereto imply that the Y is making an offer to do business with any IFB Contractor.

Scope of Work

Boiler Room

Furnish & Install 3" steam line connected to existing steam header in Landlord's Boiler Room
Furnish & Install steam meter set-up with time-clock controls
Furnish & Install return condensate line for steam

New Mechanical Room

Furnish & Install steam supply and return condensate lines connecting from Landlord's Boiler Room to new mechanical room in Y's premises.
Furnish & Install 'Steam to Hot Water' Heat Exchanger
Furnish & Install Duplex Circulating Pump for Hot Water
Furnish & Install Condensate Pump Set
Furnish & Install Control Valves
Furnish & Install Sump Pump with connections to existing sewage ejector
Furnish & Install Hot Water Supply & Return Piping to equipment listed in areas below:

HVAC Mechanical Room - A/C #6

Dismantle & Discard Sheetmetal for placement of new heating coils
Furnish & Install Heating Coil with Motorized Control Valve (MCV) & Thermostat Controls
Furnish & Install all Sheetmetal enclosures and duct insulation
Provide Electrical to MCV

Music Club Room – A/C #5

Dismantle & Discard Sheetmetal for placement of new heating coils
Furnish & Install two (2) Heating Coils with MCV & Thermostat Controls
Furnish & Install all Sheetmetal enclosures and duct insulation
Provide Electrical to MCV

Seminar Room

Connect Hot Water & Supply to existing Cast Iron Radiator, w/new automatic valves and controls

Screening Room

Furnish & Install new 10'-0" baseboard heater w/ automatic valves & controls

Administration Office - Gang Area

Dismantle & Discard existing electrical baseboard heater

Furnish & Install new 4'-0" baseboard heater w/automatic valves & controls

Café

Furnish & Install new 12'-0" baseboard heater w/automatic valves & controls

Connect Hot Water & Supply to to three (3) existing Cast Iron Radiators, w/ new automatic valves and controls

General Construction

Provide new space for equipment, including, but not limited to, furnish & installation of stud & sheetrock wall, insulation, door and door hardware, electrical for mechanical equipment & light fixture, fire/smoke detector, flood detector, prime & paint, etc.

Provide two (2) penetrations in Ground Level Concrete flooring for Hot Water Risers

Furnish & Install all fire stopping necessary

Special Notes:

All piping pathways need to be approved in advance by Owner.

Placement of all thermostat controls to be approved in advance by Owner.

Please see the following attached documents as part of this IFB for detailed Scope of Work and Equipment Specifications:

- Appendix B – Specification Set
- Appendix C – Drawing Set (M.1 thru M.7, EM-1, EM-2)

Project Schedule

The Project Schedule as outlined below is integral to the success of this project and must be strictly adhered to. Inability of a Contractor to comply and meet the specified timeline will be grounds for dismissal of their respective bid.

- IFB Posting – September 23rd to October 14th
- Contractors Walkthrough On-site – Monday, October 19th at 10:00am
- Contractors Requests For Information (RFI) submission deadline – Thursday, October 22nd at 3:00pm
- Bid Response Submission Date – Monday, October 26th by 5:00pm
- Equipment Delivered and installed in full no later than December 25th (approx. 7 weeks from signed Contract)
- Equipment Start-up and Testing – December 26th to December 30th
- Final Project Completion Deadline – December 31st

All work will need to be coordinated, scheduled and approved through the Y's Facility Operations, Construction & Real Estate Department and their Project Manager (PM), so as to not interfere or disrupt Owner's programmatic use of the space.

Contractors are being requested to submit a formal bid (see attached Bid Form – Appendix A) for all trades necessary to complete the Scope of Work described herein, and in the attached documents, and inclusive of all straight time, premium and overtime necessary to accomplish the Work within the Project Schedule herein. Contractors are requested to include any materials, equipment, supplies necessary to complete the systems specified, as well as ensure fluid integrated operation with existing equipment and materials, including but not limited to, boilers,

ductwork, electrical panels, paint, specialty finishes, etc. No allowance shall be made for failure of Contractors to avail themselves of the Y's existing equipment and system operations.

Contractors are encouraged to identify questions/issues as this process moves forward. Contractors may submit questions or comments regarding this IFB in writing via e-mail by the RFI submission deadline listed above. To maintain the integrity of the process, we cannot respond to verbal questions, whether in person or via telephone. We thank you in advance for your compliance with this request.

Contractors are asked to notify Owner and Consultant of any omissions, discrepancies or ambiguities in the specification section and the contract drawings by the RFI submission deadline, so that a clarification may be issued to all participants, as well as, notify Owner and Consultant on the attached Bid Form if exception is taken to any statement, indication or criterion in the contract documents. Lack of notification shall be understood to indicate acceptance of all requirements of the contract documents and shall preclude any future claims.

Guarantee & Warranty

Please provide on the Bid Form any and all maintenance warranties for parts and labor that will be included with your firm price that are above and beyond the warranty requested in the specifications.

General Conditions

- A. At the conclusion of the project, all materials developed will become the exclusive property of the 92nd Street YM-YWHA. In addition, any and all work sheets and other working documentation will also become the property of the 92nd Street YM-YWHA.
- B. Upon final completion of project, Contractor is responsible for providing Owner with three (3) hardcopies and one (1) electronic copy Project Manual, including Final As-Built Drawings and Specifications, all Equipment Manuals and Warranties.
- C. All work must comply with the plans and specifications of the project, the New York City Building Code, all applicable laws, fire codes, the final plans, specifications and all other requirements of the City's Department of Building and all other Governmental Authorities having jurisdiction over the project.
- D. The Contractor understands that on the advice of any City agency, i.e. Lower Manhattan Development Corporation (LMDC), Office of Management and Business (OMB), etc. with whom the Y may be working on this project, the Y may withdraw its prior acceptance of the Contractor in the event that the affiliated City agency, i.e. LMDC, OMB etc. or the Y shall learn that the Contractor shall have committed any act, or if the Contractor shall have become the subject of any investigation or legal proceeding, either or both of which would have disqualified the Contractor from receiving the Y and/or the City's original approval.
- E. No member, officer, director, official, agent or employee of any affiliated city agency, i.e. LMDC, OMB, etc., or their designees, consultants or agents and no member of the governing body of the City and no public official of the City who exercises or exercised any functions or responsibilities with respect to the subject matter of this agreement during his tenure ("prohibited person), shall have an interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this agreement.
- F. Contractor will acknowledge in its proposal whether it has a material contract for goods or services with the Y other than in connection with the project. Material contracts shall

mean any contract or contracts for goods or services the value of which is in excess of \$100,000.

- G. The engagement by the Y of the Contractor may have to be approved by various City agencies, i.e. LMDC, OMB, etc. as identified by the Y. The Contractor agrees to submit whatever documentation is necessary, including the names and social security numbers of its principals in order to assist with the selection process.
- H. As part of its obligations under its contract with the Y, the Contractor will acquire all necessary permits, and assist the Y in obtaining any approvals necessary to commence and continue the project.
- I. The work done pursuant to the contract will be done in a timely manner and will comply with industry standards. The Contractor understands that there exists a Project Completion Date for this project and that there will be a **Project Deadline** and a **Penalty Clause** instituted and included within the final contract.
- J. Contractor shall not commence work under a contract until he has obtained insurance in which the types and respective minimum limits of coverage shall be as follows:
 - 1. Contractor must obtain and provide proof of all Commercial General Liability coverage, including auto, with limits of \$1 million per occurrence and \$2 million annual aggregate; Workers Compensation (Statutory), Disability (Statutory) and Employer's Liability with limits of \$1 million per accident with carriers of national reputation.
 - 2. The insurance coverage required herein shall be executed with companies satisfactory to the 92nd Street Y and written for not less than the above limits or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligation. Contractor shall submit to the 92nd Street Y written confirmation of such liability insurance being in full force and effective with a reputable licensed insurance company as approved by the 92nd Street Y with the 92nd Street Y and the LMDC named as additional insured thereon together with all necessary permits prior to commencing any work as set forth or referred in this agreement.
 - 3. Certificates in the customary form evidencing that premiums therefore have been paid shall be delivered to the 92nd Street Y simultaneously with the execution of any contract or prior to performing any work authorized hereunder and written fifteen (15) days prior to expiration of such insurance similar updated certificates shall be delivered to the 92nd Street Y evidencing the renewal of such insurance together with evidence satisfactory to the 92nd Street Y of the payment of the premium. All certificates must contain a definite provision that if such policies are canceled or changed during the periods of coverage as stated therein in such a manner as to affect this certificate, written notice will be mailed to the 92nd Street Y by registered mail fifteen (15) days prior to such cancellation or change.
- K. The Contractor must submit proof of a performance bond equal to 100% of the contract's value. The cost of this bond shall be shown on the Master Recapitulation sheet separate from the Lump Sum Pricing. A decision on whether to exercise this bond will be made at the time of award.
- L. As the Contractor will be receiving HUD funds, all Contractors must complete a SBBQ form, herein as Appendix D.
- M. Contractor is required to sign the Consent to Comply with Government Requirements, herein as Appendix E.
- N. Contractor will be required to ensure all laborers and mechanics are classified/paid in accordance with Federal contract standards, certify and submit weekly payroll reports reflecting all hours worked, and maintain full documentation, including payrolls and related records, for not less than 3 years following completion.
- O. Contractor will be required to ensure all Laborers and Mechanics are classified in accordance with the wage determination based upon the type of work actually performed,

be paid at rates (basic + fringe) not less than those on wage decision for class of work performed, be paid not less than once a week, and receive at least 1 and ½ times regular rate of pay for all hours worked >40/week. Contractor will be required to comply with the Davis-Bacon Wage Requirements. Please reference Appendix F or visit the website: www.access.gpo.gov/davisbacon

- P. Contractor shall not subcontract any work or responsibility in this contract except with the prior written consent of 92nd Street Y or Consultant. The Y will select the bid response that it believes can best meet the requirements of this IFB. The Y reserves the right to accept no bids, or to accept a bid that does not offer the lowest price.
- Q. The Contractor shall indemnify, defend and hold harmless the 92nd Street Y and the Y's officers, directors, employees, agents and representatives (collectively, the "Indemnitees") from and against any and all claims, settlements, judgments, losses, costs, damages and expense of every kind and nature (including without limitation attorneys' fees), arising in connection with any physical or mental injury or disability, to, or death of, any person (including, without limitation, any Indemnitees, any employee of Contractor, any employee of any Subcontractor, or any third party) or damage to or destruction of any property caused by, resulting from, incidental or growing out of any action or omission of the Contractor or any Subcontractor or any of their respective officers, directors, employees, agents or Contractors. The Contractor's and any Subcontractors' obligation to indemnify, defend and hold the Y harmless hereunder shall survive the termination of this Agreement and those of any subcontracts.
- R. The Contractor agrees not to place any liens on the building or premises of the 92nd Street Y, except for those that arise out of the operation of law. The Contractor will do everything possible to remove or discharge any liens placed on the Y's premises or building that are within the control of the Contractor.
- S. The Contractor understands that the final contract will provide for a retainage amount which will be withheld by the Y until final completion of the work and acceptance by the Y. If the Contractor is unable to complete the project in a timely manner and the Y has to find a replacement Contractor in order to be ready for the next school year, the Y will estimate and compensate the Contractor for work completed to date minus any costs incurred by the Y for time lost and /or any re-construction and material damage/replacement.
- T. Processing of payments will require approximately 45 days upon receipt of invoice.
- U. The 92nd Street Y is a Non Profit 501 (c) (3) organization. Our tax exemption status must be reflected in the pricing.
- V. If necessary, the Contractor must demonstrate fiscal responsibility by submitting a current verified financial statement that details all fixed assets, and current and long-term liabilities. In addition, the applicant must document any available credit line, and provide the necessary information for possible verification by the Selection Committee.

Conditions for successful Contractor:

- A. The Contractor shall participate in a walkthrough of the property on Monday September 21st, 2009 at 10am and become familiar with existing conditions and become fully informed as to the extent and character of the work required, determine any conditions which affect the work and make a thorough site investigation before submitting bids. No allowance shall be made for failure of Contractors to avail themselves of such information. Walkthroughs will be scheduled with Kevin O'Bryan, Assistant Director of Facility Operations, Construction & Real Estate of the 92nd Street Y. Schedules and

procedures for the examination for the job site shall be set forth by the 92nd Street Y and must be strictly adhered to by all Contractors.

- B. Any Contractor wishing to participate in this IFB process will need to fill out the **Notice of Intent to Respond Form**, herein as Appendix G, and submit it prior to the walkthrough date to Kevin O'Bryan, contact information listed below.
- C. The submittal must contain the following:
- a. Signed **Bid Form**, herein as Appendix A, completed with a firm cost to be charged as well as any exclusions and an estimate of additional expenses that could be incurred as "Not to Exceed" cost figures. Only the Bid Form should contain all pricing information, and be contained within a separate sealed envelope within the submission package. **NO PRICING INFORMATION SHOULD BE LISTED IN ANY OTHER LOCATION.**
 - b. Signed **SBBQ** (Appendix D)
 - c. Signed **Consent to Comply** (Appendix E)
 - d. Proof of insurance coverage meeting or exceeding all requested minimums.
- D. The proposal must contain a schedule outlining the timeline for filing and permit procurement, estimated start date, timeline for equipment delivery and installation, and all other project related items.
- E. The submittal must include a brief description and history of the company.
- a. Company size
 - b. Corporate Ownership structure and Principals of the Company
 - c. Number of Full Time and Part Time Employees
 - d. Brief Profiles of management and supervisory teams
 - e. Union Affiliation(s)
 - f. Names, phone numbers and contact people of atleast three organizations (non-profit if possible) who have been your clients during the last 18 months, whom we can call on as references.
- F. Submission deadline: Wednesday, September 30th by 5:00pm
- G. Please direct all bids to:

92nd Street YM-YWHA
1395 Lexington Ave.
New York, NY 10128
Facility Operations Department
Attn: Salvatore Taddeo
Director of Facility Operations, Construction & Real Estate

- H. Please direct all RFI's by 3pm on Thursday, September 24th, 2009 to:

Kevin O'Bryan
Assistant Director of Facility Operations,
Construction & Real Estate
kobryan@92y.org

All questions and responses will be distributed to all participating parties.

Selection Criteria

Bid Submissions will be evaluated and considered based on the following factors:

- Quality and completeness of the Bid Submission.
- Whether the Vendor has completed similar projects and can provide excellent references to that effect;

- Whether the proposal completely and efficiently addresses the IFB requirements and Scope of Work;
- The total sum cost of the proposal;
- Assurance that the Project Schedule can be adhered to and satisfied;
- Familiarity with HUD/CDBG grants preferred

Reasons for proposal disqualification: Not properly following instructions or being able to meet the Quality and Service Requirements.



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Appendix A - Bid Form

Filing & Permits: \$ _____

Mechanical, Electrical & Plumbing Scope: \$ _____

General Construction Scopes: \$ _____

Start-up/Testing/Training: \$ _____

General Conditions: \$ _____

(List other expenses/fees)
_____ \$ _____

_____ \$ _____

Total Base Bid amount: \$ _____

Please list any and all Guarantees & Warranties:

Please list all exclusions and/or exemptions below:

I, _____ as a representative of _____
hereby agree that I have thoroughly read and familiarized myself with and agree to the
scope of work, the project schedule and general conditions, and have listed all
exclusions and exemptions above. I certify with my signature below that this bid form is
an official submission and will be valid for 90 days from date of signature.

Signature: _____ **Date:** _____

Company: _____ **Title:** _____



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Appendix G - Notice of Intent to Respond

Contractors are asked to complete and return this form via fax to Kevin O’Bryan at (212) 415- 5415 **NO LATER THAN 5pm Friday, September 18th, 2009.**

Please deliver this written notice of intent according to the stated instructions. The 92nd Street Y will use your response as a point of contact and coordination during the IFB process.

Please provide the following information:

Company Name: _____

Received by (Name and Title) _____

Intent to Respond (Circle One): YES NO

Signature: _____

Telephone: _____

If your intent is to respond to this IFB, please indicate the primary contact to which the 92nd Street Y inquiries should be directed.

Name and Title: _____

Telephone: _____

Fax: _____

Email: _____

THANK YOU IN ADVANCE FOR YOUR COURTESY AND PARTICIPATION.