

REQUESTS FOR PROPOSALS

for

**MASTER CONTRACT FOR
GENERAL CONSTRUCTION SERVICES
(PURSUANT TO “TASK ORDERS”)**

for

SCHOOL FACILITIES PROJECTS

Contract No.: GP-0231-C01

RFP Issue Date: May 20, 2016

Notice of Intent to Participate Due Date: June 8, 2016

Proposal Due Date: June 30, 2016

**GENERAL CONSTRUCTION SERVICES
REQUEST FOR PROPOSALS (“RFP”)**

INTRODUCTION

Through this Request for Proposals (“RFP”), the New Jersey Schools Development Authority (“NJSDA”) is seeking to create a pool of Contractors to provide general construction services pursuant to Task Orders under a “Master Agreement for General Construction Services Pursuant to Task Orders” (hereafter, “Master Agreement for General Construction Services” or “Master Agreement”). These services will be performed on new and existing NJSDA projects throughout the state.

This General Construction Services Request for Proposals consists of the following (collectively, the “RFP Documents”):

1. Request for Proposals
2. Attachment A: Project Rating Proposal
3. Attachment B: Price Proposal
4. Attachment C: Scope of Services
5. Attachment D: Master Agreement for General Construction Services
6. Attachment E: Safety Manual
7. Attachment F: Quality Assurance/Quality Control Manual
8. Attachment G: Disclosure of Investment Activities in Iran Form
9. Attachment H: Ownership Disclosure Form

Interested firms must read these RFP Documents in their entirety as the RFP Documents define the general scope of services and responsibilities of the Task Order Contractor and the NJSDA. A firm submitting a Proposal for General Construction Services must review, and be thoroughly familiar with, all terms and conditions of these documents.

Notice of Intent to Participate: The NJSDA will not hold a traditional pre-proposal conference for this procurement. All Firms interested in submitting a proposal must sign in electronically by sending a mandatory e-mail Notice of Intent to Participate to Martin Taylor at MATaylor@njsda.gov no later than **2:00 PM on June 8, 2016**.

Questions from Interested Firms: Interested Firms may submit written questions regarding this procurement to the NJSDA by sending them by email to Martin Taylor at MATaylor@njsda.gov no later than **2:00 PM on June 8, 2016**. The questions and NJSDA answers will be provided via an addendum to the RFP to each Firm that submitted a timely e-mail Notice of Intent to Participate.

Submission of Proposals: Responses to this RFP must be received by the NJSDA by **2:00 PM on June 30, 2016**. Faxed or e-mailed submissions will not be accepted.

Any firm responding to this RFP **must be** classified by the Department of Treasury, Division of Property Management and Construction and prequalified by the NJSDA in C006 Construction Manager as Constructor, C008 General Construction or C009 General Construction/Alterations and Additions **as of the due date for submission of responses to this RFP**.

Only those firms with a Project Rating Limit (“PRL”) of \$1,000,000 or greater will be considered for award. The Task Order Contractors will be the sole contractors for General Construction Services Task Orders.

The Authority intends to award a contract under the Master Agreement for General Construction Services to all responsive contractors meeting the requirements of the RFP Documents.

The Term of the Agreement shall extend for a period of three (3) years or until all obligations of the Contractor to deliver services pursuant to any Task Order have been performed to the satisfaction of the Authority, whichever is later; unless at the sole option of the Authority, it is extended, in which case the Term shall extend from the Effective Date through such additional period or until all obligations of the Contractor to deliver services pursuant to this Agreement have been performed to the satisfaction of the Authority, whichever occurs later.

Upon award, the NJSDA shall forward the Master Agreement to the selected firms for immediate execution. No modifications of the Master Agreement will be accepted.

SECTION 1 – OVERVIEW

This is a solicitation for the creation of two pools of contractors to perform general construction Task Orders. Task Orders under this Contract shall be awarded on either a competitive basis among pool members, or in certain limited circumstances, on a rotational basis as described more fully below.

1.1 Scope of Master Agreement

The Master Agreement for General Construction Services will not be used for projects that are required to be competitively bid. Under the Master Agreement for General Construction Services, only two types of work may be performed. First, work may consist of emergent projects as designated by the New Jersey Department of Education, pursuant to regulations at N.J.A.C. 6A:26-1.2. Second, the General Construction Services Task Order will be available for use in situations determined to constitute an “emergency,” consistent with the public exigency exception to the public bidding requirements of N.J.S.A. 52:18A-243i by NJSDA’s Division of Chief Counsel.

The firms receiving awards under the “Master Agreement for General Construction Services” shall be known hereinafter as “Task Order Contractors.” The maximum amount of compensation payable per firm per region pursuant to this “Master Agreement for General Construction Services” shall not exceed \$5,000,000. Individual project packages will range in dollar value with a maximum Construction Cost Estimate (“CCE”) of \$3,000,000. An individual project amount is subject to increase at the discretion of the NJSDA in the event of unforeseen project conditions. Task Orders assigned or awarded under the terms of the Contract may be compensated on either a time and materials basis (for Task Orders assigned rotationally); on a lump sum basis (for Task Orders awarded after advertisement of a project to the field of Task Order Contractors and competitive bidding among such Task Order Contractors); or a combination of both, for Task Orders assigned rotationally on a time and materials basis for investigative and predesign work, which may then be converted to a negotiated fixed fee once the scope of work is defined by the preliminary investigation.

A contractor is required to specify in its Price Proposal whether the contractor intends to perform Task Orders in the Northern New Jersey region, the Southern New Jersey region, or both. If no identification is set forth, the Proposal will be considered only for the region in which the contractor’s main office is located. For the purpose of defining regional participation, the state will be divided by a North/South line formed by the Interstate 195 corridor from Trenton to Spring Lake Heights. Every city on the dividing line, including Trenton, is considered part of the Southern region.

The Authority intends to award a contract under the Master Agreement for General Construction Services to all responsive contractors who accept a defined Cost Multiplier, selected by the Authority, for use in establishing compensation for those Task Order assignments to be rotationally assigned under the Master Agreement and which are performed on a time and materials basis.

1.2 Issuance of Task Orders.

It shall be entirely within the Authority’s discretion whether to issue any Task Order or any number of Task Orders to a Task Order Contractor during the Term of the Agreement. The Authority may issue Task Orders to one or more Task Order Contractors (also engaged by the Authority), requiring the performance of other services at the same proposed site. Task Orders will be assigned as follows:

1. Whenever possible and practical (meaning: whenever plans and specifications exist for Task Order work, or when a scope of work for a Task Order is otherwise sufficiently defined as to support competitive bidding based on lump-sum bids) Task Orders will be awarded on a competitive basis after advertisement of the Task Order Work to the Task Order pool. Depending on the region in which the project site is located, the NJSDA shall advertise an individual Task Order assignment to either the Northern or Southern regional Task Order Contractors. The Task Order assignment will be awarded to the Task Order Contractor submitting the lowest responsive price proposal, after competitive bidding among all Task Order Contractors participating in that specific region. Examples of such Task Orders include, but are not limited to, emergent projects with defined scopes, the completion of punchlist work under a prior contract when the original contractor is unable or unwilling to complete such work, repairs to existing facilities and “change order” work when the original

contractor is unable or unwilling to perform such work that is outside the scope of an existing contract.

2. In certain circumstances, plans and specifications for proposed Task Order Work cannot be prepared, and the scope of work for a Task Order cannot be defined with specificity because the cause and/or extent of the damage, deterioration or defective condition to be addressed by the Task Order cannot be ascertained. In such circumstances, and when the nature of the Task Order work is consistent with the definition of “emergent condition” and “emergent project” contained in N.J.A.C. 6A:26-1.2, and the need for such Task Order Work is supported by the public exigency exception to the public bidding requirements of N.J.S.A. 52:18A-243i, Task Orders may be assigned on a rotational basis among all Task Order Contractors.
 - a. Task Order Contractors will be assigned a place in the rotation based on random selection. NJSDA staff will randomly generate a rotation list using a computerized program, and the first Task Order to be assigned under the Task Order Contract will be offered to the first Task Order Contractor on that randomly-generated rotation list. The next Task Order to be assigned will be offered to the next Task Order Contractor in the randomly-generated list, and this procedure will apply to all subsequent rotationally-assigned Task Orders.
 - b. When assigning Task Orders rotationally, the next Task Order Contractor on the list for the relevant region will be offered the task order assignment, as long as the Task Order Contractor:
 - i. operates in the relevant region;
 - ii. has a Project Rating Limit equal to or greater than the Construction Cost Estimate for the Task Order assignment; and
 - iii. confirms, in writing, that it is able to perform the requested work in the time frame specified by the NJSDA.
 - c. If a Task Order Contractor does not operate in the relevant region, lacks a sufficient Project Rating Limit, or does not or cannot provide a confirmation that it can complete the assignment in the time frame set by the Authority, the task order assignment will be offered to the next Task Order Contractor on the list that:
 - i. operates in the relevant region;
 - ii. has a Project Rating Limit equal to or greater than the Construction Cost Estimate for the task order assignment; and
 - iii. confirms, in writing, that it is able to perform the requested work in the time frame specified by the NJSDA.
 - d. A Firm that is passed over for an assignment because it does not operate in the relevant region for the particular Task Order in question will be offered the next Task Order assignment, but must again satisfy all requirements for region, Project Rating Limit and confirmation of availability and ability to perform the work in the time frame specified.
 - e. A firm that is passed over for an assignment because of an insufficient Project Rating Limit for a particular project will be offered the next Task Order assignment to be assigned, but must again satisfy all requirements for region, Project Rating Limit and confirmation of availability and ability to perform the work in the time frame specified.
 - f. A firm that is otherwise qualified for an assignment in terms of region and Project Rating Limit, but which fails to confirm the ability to perform the work within the time frame requested by the Authority will forfeit its turn to receive an assignment in that rotation.
 - g. It is the intent of the NJSDA that, to the extent possible, all Task Order Contractors for a specific region will receive a rotational task order assignment before any Task Order Contractor receives a second rotational task order assignment for that region (exclusive of task orders assigned in accordance with competitive bidding procedures described in numbered paragraph 1., above).
3. Task Orders assigned rotationally may, at the discretion of the Authority, be converted from a “time and materials” invoicing basis into a negotiated fixed-fee contract with the assigned Contractor, if the preliminary investigation work of the Task Order assignment supports the establishment of a defined scope of work for completion of the Task Order that

may be accomplished on a fixed-fee, lump sum basis.

4. No Task Order Contractor will be assigned or awarded a task order for Work which constitutes uncompleted or rejected work on another NJSDA Project on which the Task Order Contractor had previously performed work as a General Contractor engaged by the Authority.

Task Orders assigned rotationally under numbered paragraph 2, above, may require the Task Order Contractor to engage a design consultant to participate in the investigation and analysis of the site conditions requiring attention, and to prepare construction documents for the Contractor to implement. Design consultants engaged by Task Order Contractors must be prequalified by the DPMC and the Authority in the discipline of Architecture or the appropriate Engineering discipline to fulfill the Task Order requirements, depending upon the scope of work for a particular Task Order. For the convenience of the contractors, a list of all NJSDA-prequalified design consultants is available on the NJSDA website.

SECTION 2 – NOTICE OF INTENT TO PARTICIPATE AND ADDENDA

2.1 Notice of Intent to Participate

In order to be eligible for award under this Procurement, a Contractor must sign in electronically by sending a mandatory e-mail Notice of Intent to Participate to Martin Taylor at MATaylor@njsda.gov no later than 2:00 PM on June 8, 2016. A Proposal received from any Contractor that failed to submit a timely e-mail Notice of Intent to Participate will be rejected as non-responsive.

2.2. Addenda

The Authority must issue Addenda, at least seven (7) business days prior to the date scheduled for receipt of the Price Proposals, excluding Saturdays, Sundays and legal holidays, to clarify, interpret, correct or change the RFP Documents. The Authority's authorized and approved representative shall provide copies of Addenda only to firms that submitted a timely e-mail Notice of Intent to Participate and submitted a Project Rating Proposal. Failure to acknowledge the addenda, and include such acknowledgement with the Price Proposal, may result in the rejection of the Price Proposal.

Contractors shall not rely on any oral answers to questions raised at any time. Contractors shall not rely on any interpretation or clarification of or correction or change to the RFP Documents unless it is in the form of a written Addendum.

2.3 Interpretation

If the Contractor has any questions or finds any perceived error or omission in the RFP Documents or any conflict or discrepancy within the RFP Documents or between the RFP Documents and any applicable provision of law, the Contractor shall submit a written request to the Authority's Procurement Division for interpretation or clarification. Failure to submit said question or request for information shall be deemed a waiver for any claims for future compensation regarding discrepancies within the RFP Documents.

The Contractor shall be responsible for delivery of such requests no later than ten (10) business days prior to the Price Proposal due date.

All responses to such requests shall be in the form of written Addenda.

The submission of a Price Proposal is conclusive evidence that the Contractor has completely reviewed the RFP Documents and fully understands and agrees to all of the requirements, terms and conditions set forth therein.

2.4 Basis of Design/Proprietary Items/ Performance Criteria/Materials and Systems Standards

Various elements and products identified in the Contract Documents for inclusion in the Project may be specified by brand name, product description or performance criteria, or may be specified with reference to conformance with NJSDA's published "Materials and Systems Standards Manual" including Design Requirements and Construction Details ("Materials and Systems Standards").

“Basis of design” items: Any articles, devices, materials, equipment, forms of construction, fixtures, products or other items named in the specifications by brand name or manufacturer are intended to represent the Basis of Design, unless such items are specifically identified as approved Proprietary Items in the Contract Documents. The Basis of Design for a designated product establishes the quality, and salient physical, functional and performance characteristics that must be met in the design and construction of the project. It is not the intent of the Authority in identifying such Basis of Design items by brand name or manufacturer to limit the Bidder’s options to a single product or manufacturer, except for those products specifically called for by brand name or manufacturer as proprietary items.

“Proprietary Items” are certain products or manufacturers that are identified by specific brand name or manufacturer name, which items have been approved by the Authority for specification and use on this Project. The Bidder is required to use the indicated “proprietary item” products or manufacturers on the Project.

“Performance Criteria” are descriptions of salient features, functions, capacities or qualities of a product, item, piece of equipment or article that the Bidder must comply with when choosing, specifying and incorporating such a product, item, piece of equipment or article in the construction of the project.

“Materials and Systems Standards” refers to NJSDA’s published “Materials and Systems Standards Manual” including Design Requirements and Construction Details. The Bidder is required to comply with the Materials and Systems Standards for all items to be incorporated into the Project, except when the specific designation of a proprietary item, or a Basis of Design item, or the project-specific designation of a specific item by functional description or performance criteria, conflicts with the Materials and Systems Standards, in which case the proprietary item identification, basis of design description, or designated performance criteria shall take precedence over any contrary guidance in the Materials and Systems Standards.

The Basis of Design items, any listed Proprietary Items, any products or items identified by description or performance criteria, and the NJSDA Materials and Systems Standards shall be known as “standards” and all bids shall be based upon those standards.

Where two or more standards are named, the Bidder may furnish any one of those standards.

Where standards have been established through a Basis of Design, the provisions of Section 2.4 herein shall apply.

2.5 Proposed Equals

If a Bidder proposes to use articles, devices, materials, equipment, forms of construction, fixtures or other items other than those standards named in the Contract Documents, and intends to rely upon the use of such alternate articles, devices, materials, equipment, forms of construction, fixtures or other items in the formation or calculation of its bid, the Bidder shall certify that the article, device, method or other item that deviates from the Project standards is equal or superior in quality and in all aspects of performance and appearance to the standards specified (and is therefore a “proposed equal”), and the Bidder must secure pre-bid Authority approval of any proposed equal before relying upon the use of the proposed equal in formulating or calculating its bid.

If the Authority approves the proposed equal, the Authority shall issue an Addendum describing and authorizing use of the proposed equal as a new standard.

No Bidder shall rely on a proposed equal in the preparation of its bid unless that proposed equal has been expressly approved as a standard in the form of an Addendum issued prior to the Price Proposal submission date.

For pre-bid review of proposed equals, the Bidder shall submit information regarding the proposed equals to the Authority no later than fifteen (15) business days prior to the Price Proposal submission date, which information shall include:

- The name and a complete description of the proposed equal, including drawings, performance and test data, and other information necessary for a complete evaluation;
- A statement of any advantages, in particular cost savings or time savings, to be achieved by the Authority if the proposed equal is employed; and
- A statement setting forth any changes, which the proposed equal will require in the projects.

The decision to approve or disapprove a proposed equal shall be solely within the discretion of the Authority, and shall be final when made. The Authority shall have the discretion to reject a proposed equal, for any reason whatsoever, including the fact that the Bidder failed to provide sufficient information to enable the Authority to completely evaluate the proposed equal without delay in the scheduled Price Proposal submission date.

Once an award is made, if the Bidder proposes to use or incorporate products, articles, items, equipment or construction methods that deviate from the standards contained in the Contract Documents, the Bidder must submit a substitution request that conforms to the substitution request requirements defined in the Contract Documents. The Authority is under no obligation to approve any post-award substitution request, and in the absence of Authority approval of a substitution request, the Bidder is required to perform the Work and Services in conformance with the standards contained in the Contract Documents.

SECTION 3 - INSTRUCTIONS FOR SUBMITTING A PROPOSAL

Firms responding to the RFP shall thoroughly familiarize themselves with the RFP to ensure responsiveness in their submission. The submission is to consist of the following:

1. Project Rating Proposal
2. Price Proposal
3. Disclosure of Investment Activities in Iran Form
4. Ownership Disclosure Form
5. Classification Notice with the Department of Treasury, Division of Property Management and Construction (DPMC)
6. Prequalification Notice with the New Jersey Schools Development Authority
7. Business Registration Certificates for State Agency and Casino Service Contractors issued by the Department of Treasury, Division of Revenue
8. Certificates of registration issued pursuant to “The Public Works Contractor Registration Act,” P.L. 1999, c. 238 by the Department of Labor and Workforce Development

SECTION 4 – PROJECT RATING PROPOSAL

4.1 Submission of Project Rating Proposal

In order to participate in this procurement, a Contractor must submit the “Project Rating Proposal” (“PRP”), which consists of information regarding the “other factors” which will be evaluated by the Authority. The Authority will determine a Contractor’s Project Rating Limit based on the PRP. A project rating is effective for 24 months, and a firm may request that the SDA apply that rating to a particular bid, provided there has been no negative change in the evaluative criteria upon which the rating is based.

The Project Rating Proposal permits evaluation of “other factors” as required by the Educational Facilities Construction and Financing Act, P.L. 2000, c.72. Analysis of the information submitted in this Project Rating Proposal will provide a Project Rating Limit for this procurement.

Failure to include all of the required information may preclude the Contractor from achieving a Project Rating Limit sufficient to be considered for award of one or more Task Orders under this Procurement.

4.2 Instructions for Completion and Submission of Project Rating Proposal

All Contractors are required to submit a completed Project Rating Proposal on or before the date and time listed in the Bid Advertisement. **Faxed or emailed copies will be rejected.**

Contractors shall fill in all relevant blank spaces in the Project Rating Proposal form in ink or by typewriting.

The Contractor must sign the Project Rating Proposal form in ink and all signatures **must be original**. If the Contractor is a corporation, partnership or sole proprietorship, the legal name of the Contractor shall be printed or typed on the line provided. The Project Rating Proposal **must be** signed by an officer, partner or principal of the firm, as applicable, and shall be witnessed and the Corporate Seal shall be affixed to the signature.

Projects listed on the Project Rating Proposal must be the experience of the Contractor and must have been **completed** within the past seven (7) years. "Completed" is defined as projects where, at a minimum, a Temporary Certificate of Occupancy (TCO) has been granted or in the case where a new or amended certificate of occupancy is not required, projects that are 100% complete.

In most cases, a "project" will be associated with a single contract. In the event that a Bidder proposes that separately bid contracts should be aggregated for treatment as a single project, the Bidder's Project Rating Proposal Submission must request such treatment, include relevant information on each of the contracts proposed to be aggregated and provide support for why aggregation should be permitted. The NJSDA, in its discretion, may permit aggregation of contracts with the same owner for treatment as a single project when such aggregation demonstrates that the Bidder can concurrently manage, construct and deliver an integrated project of the stated combined magnitude of cost, size and complexity.

Do not submit a separate listing of projects to be used as references.

All Contractors shall submit a copy of a valid Business Registration Certificate for State Agency and Casino Service Contractors issued by the Department of Treasury, Division of Revenue.

The Contractor must provide **at least two (2) projects**, but preferably four (4) projects, meeting the above criteria or its Project Rating Proposal shall be rejected as non-responsive.

The Project Rating Proposal of the successful Contractor with whom the Authority executes a contract will be incorporated into the Contract Documents, as if fully rewritten therein.

4.3 Determination of Project Rating Limit

A Contractor's Project Rating Limit will be determined by the following:

The Contractor's largest listed project X (1+ the sum of Sections 4.3.1, 4.3.2, and 4.3.3 listed below) Reference Adjustment + Safety Adjustment + Prevailing Wage Adjustment) X Performance Evaluation Multiplier (if applicable).

A Contractor's Project Rating Limit cannot exceed 170% of the Contractor's largest listed project.

A Contractor's Project Rating Limit will be adjusted based on the Contractor's current Performance Evaluation Multiplier.

In determining the Contractor's largest listed project the following will not be used:

- If a reference contact rates a firm "Below Expectations" in either safety or quality of construction, or if the overall Reference Adjustment as described below under **REFERENCES** is -5 (minus five) or lower, the Authority will not use that project in the determination of the Contractor's Project Rating Limit.
- If the Authority cannot contact a reference source, the Authority will contact the Contractor for another "Owner's Contact" for that project. If the Contractor is unable to provide an "Owner's Contact," or if the Authority is unable to contact the second "Owner's Contact" provided by the Contractor, the Authority will not use that project in the determination of the Contractor's Project Rating Limit.

4.3.1 PRP References Adjustment

The Authority will select, at its discretion, two (2) projects or owner contacts listed in the Project Rating Proposal and obtain reference information from these contacts. Reference information will include the following seven (7) categories:

- Safety.
- The quality of the construction.
- The timeliness of the work performed.
- The efficiency of the Contractor’s contract administration.
- Supervision of subcontractors.
- The Contractor’s level of cooperation during the course of the construction.
- The timeliness and efficiency of punch list work corrections.

Project contacts will be asked if the performance in each of the seven (7) categories “exceeded expectations,” “met expectations” or fell “below expectations,” and the Authority will assign to the response the percentage adjustment listed below as appropriate for the response provided for each project or owner reference contacted:

	<u>Exceeded Expectations</u>	<u>Met Expectations</u>	<u>Below Expectations</u>
Safety	+5%	+3%	-5%
Quality of the construction.	+5%	+2%	-5%
Timeliness of the work performed.	+2%	+1%	-2%
Efficiency of the Contractor’s contract administration	+2%	+1%	-2%
Supervision of subcontractors.	+2%	+1%	-2%
Contractor’s level of cooperation during construction	+2%	+1%	-2%
Timeliness and efficiency of punch list work corrections.	+2%	+1%	-2%

The Authority will then total the project reference adjustments together and the sum shall be the “Reference Adjustment.”

4.3.2 PRP Safety Adjustment

A. Based on the current New Jersey (or other state’s) Workers Compensation Insurance Experience Modification Rate (EMR) listed by the Contractor in the Project Rating Proposal, the Authority will assign an EMR percentage as listed below:

EMR is less than or equal to .80	+30%
EMR is > .80 but less than or equal to .90	+20%
EMR is > .90 but less than or equal to 1.00	+10%
EMR is >1.00 but less than or equal to 1.10	-10%
EMR is >1.10 but less than or equal to 1.20	-20%
EMR is >1.20	-40%

B. Based on the Safety Professional information listed by the Contractor in the Project Rating Proposal the Authority will assign a Safety Professional percentage as listed below:

Employee of the firm completed OSHA 500 or OSHA 502 in last 4 years.	<u>Yes</u> +2%	<u>No</u> 0%
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Employee of the firm completed (CCHST) STS-Construction.	+2%	0%
Employee of the firm completed AGC/A Safety Management Course.	+2%	0%

The Authority reserves the right to verify any information supplied by the Contractor on its Project Rating Proposal.

The Authority will add the EMR percentage and the Safety Professional percentage together and the sum shall be the "Safety Adjustment."

4.3.3 Prevailing Wage Adjustment

Based on the Prevailing Wage Record with the N.J. Department of Labor as listed by the Contractor in the Project Rating Proposal, the Authority will assign a "Prevailing Wage Adjustment" as listed below:

The firm has been adjudicated to have committed the following prevailing wage rate violations during the past five (5) years:

Committed No Violations	0%
Committed One Violation	-10%
Committed More than One Violation	-20%

The Authority reserves the right to verify any information supplied by the Contractor on its Project Rating Proposal.

4.3.4 Performance Evaluations Adjustment

Based on the Bidder's record of Performance Evaluations issued by the Authority (if any), the Authority will assign a Project Evaluation Performance Multiplier as listed below:

Every construction project managed by the Authority will be evaluated for the following: quality of work; scheduling; management; cost control and change orders; safety and industrial hygiene; subcontractors; small business goals; and close-out.

Evaluation rating values are:

- Outstanding (O) or 100 percent – far exceeds the contract requirements by consistently exhibiting excellent performance. Typically meets and regularly exceeds the contract requirement;
- Very Good (VG) or 90 percent – often exceeds the contract requirements and frequently provides a high level of performance. Typically meets and often exceeds the contract requirements;
- Satisfactory (S) or 80 percent – provides an acceptable level of performance consistently meeting the contract requirements;
- Marginal (M) or 70 percent for scheduling, management, cost control and change orders, subcontractors, close-out and 40 percent for quality of work, safety and industrial hygiene, and small business goals – performs slightly below the requirements of the contract, meeting the contract requirements on an intermittent basis; and
- Unsatisfactory (U) or 60 percent for scheduling, management, cost control and change orders, subcontractors, close-out and 20 percent for quality of work, safety and industrial hygiene, and small business goals – fails to meet important contract requirements, resulting in a negative impact on the entire project.

In the event that there are multiple Performance Evaluation Summary Ratings for a contractor, the contractor's Performance Evaluation Summary Rating shall be the mathematical average of all Performance Evaluation Summary Ratings.

The Authority will assign a Project Evaluation Performance Multiplier as listed below:

Performance Evaluation Summary Rating	Performance Multiplier
80 points or higher	1.00
70 points to 79.9 points	.50
69.9 points or lower	.25

This Performance Multiplier shall be used in the calculation of the firm's Project Rating. In the event that a contractor does not have a Performance Evaluation Summary Rating, the Authority will disregard the Performance Multiplier in the calculation of the firm's Project Rating.

4.4 Notification Of Project Rating Limit

Within five (5) business days after the submission date as listed in the Bid Advertisement or such other date as set by Addendum, the Authority will inform all Contractors by facsimile, mail or posting on the Authority's web site (www.njsda.gov) of the Contractor's Project Rating Limit. **A Contractor's Project Rating Limit cannot exceed the Contractor's Aggregate Rating.**

Any Contractor who disagrees with its Project Rating Limit may challenge the determination by making a written request to the Authority setting forth the specific grounds for the challenge. The challenge must be received by the Authority within three (3) business days of the posting of the results on the Authority's web site (www.njsda.gov). The Authority will review the challenge and issue a final written determination within three (3) business days of receipt of written request. At the discretion of the Authority, additional information may be requested from the Contractor, in which case formal written determination will be issued within three (3) business days of receipt of said information. The determination will be made strictly on the information submitted.

Only those firms with a Project Rating Limit of \$1,000,000 or greater will be considered for award.

SECTION 5 - PRICE PROPOSAL

5.1 Identification of Region

The Contractor must submit a Price Proposal that identifies whether the proposal is submitted for the Northern region, the Southern region, or both.

5.2 Acceptance of Cost Multiplier for Time and Material Compensation

The Contractor must acknowledge in the Price Proposal that the Contractor accepts the Cost Multiplier set by the Authority for this Contract. The use of this Cost Multiplier will be applied to contracts (task orders) assigned rotationally and compensated on a time and materials basis. The NJSDA Price Proposal is included in Attachment B to this RFP.

PLEASE NOTE: For projects under this General Construction Services Task Order Contract that are invoiced as Time and Materials Contracts, the Cost Multiplier set by the Authority shall, when multiplied by the Time and Materials Costs for an assigned Project, be the ENTIRE compensation to the Contractor for the Project, including all indirect costs and charges for the Project. The Contractor's indirect costs and charges include, but are not limited to: the Contractor's profit, overhead, home office labor costs, fringe benefits and labor burden; facilities costs; depreciation; and general and administrative costs.

Time and Materials Costs means the direct costs of labor and materials as defined and limited by Section 13.2 of the Agreement, including direct labor, labor fringe benefits, labor burden costs, bonds and insurance, materials, equipment and subcontractor and disposal costs as more specifically defined in that Section. Time and Materials Costs shall not include indirect costs or charges such as overhead and profit.

Cost Multiplier means the factor that modifies the amounts claimed as Time and Materials Costs on the Project, and which, when applied to the Time and Materials Costs for the Work, is intended to be the ENTIRE compensation to the Task Order Contractor for all project costs, including indirect costs and charges for the Project, including, but not limited to the following: profit; home office labor costs, fringe benefits and labor burden; facilities costs; depreciation; and general and administrative costs.

5.3 Execution of Price Proposal

The Contractor must sign the Price Proposal in ink and all signatures **must be original**. If the Contractor is a corporation, partnership or sole proprietorship, the legal name of the Contractor shall be printed or typed on the line provided. The Price Proposal **must be** signed by an officer, partner or principal of the Contractor, as applicable, and shall be witnessed and the Corporate Seal shall be affixed to the signature.

Any exception to the wording of the bid form shall cause the Price Proposal to be rejected as non-responsive.

In addition, the Bidder must submit a Disclosure of Investment Activities in Iran Form on the form provided by the NJSDA. "Pursuant to Public Law 2012, c. 23 (codified at N.J.S.A. 52:32-55 et. seq.) (the "Act"), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the New Jersey Schools Development Authority ("NJSDA") must complete a Certification which states that the person or entity, or one of the persons or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury ("Treasury") as a person or entity engaging in investment activities in Iran. Such a Certification must be in the form attached hereto. Failure to include such Certification with the completed Price Proposal will result in the disqualification of the bid and rejection of the Price Proposal.

The Bidder must submit an Ownership Disclosure Form, pursuant to N.J.S.A. 52:25-24.2, using the form created by the Department of Treasury, Division of Purchase and Property, which form is supplied by NJSDA and is available in an electronic format on the internet at <http://www.state.nj.us/treasury/purchase/forms/OwnershipFinal12-14.pdf>. If the Bidder is a corporation, the Ownership Disclosure Form requires the Bidder to set forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of any class of its stock. If the Bidder is a type of partnership, the Ownership Disclosure Form requires the names and addresses of all individual partners in the partnership who own a 10% or greater interest therein. If one or more such stockholder or partner in the Bidder is itself a corporation or partnership, then the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria threshold established by N.J.S.A. 52:25-24.2 have been listed. The completed Ownership Disclosure Form must be submitted and included with the Price Proposal. Failure to submit such Ownership Disclosure Form will result in the disqualification of the bid and rejection of the Price Proposal.

5.4 Withdrawal

A Contractor may withdraw a Price Proposal after it has been received by the Authority, provided the Contractor makes a request in writing to the Authority, and the request is received by the Authority prior to the deadline for the submission of the Price Proposal. **Price Proposals may not be withdrawn after the submission deadline has passed.**

If a Contractor wants to make a change in a previously submitted Price Proposal, it must do so prior to the deadline for submission, by submitting a letter requesting the withdrawal of the previous submission and acceptance of a replacement Price Proposal.

5.5 Opening of Price Proposal

All Price Proposals submitted on or before the date and time scheduled for submission will be opened and the name of the Contractors and region(s) indicated in the Price Proposals will be recorded by the Authority's Procurement Division. After evaluation and analysis of all submissions, and confirmation of responsiveness of each submitted Price Proposal, confirmation letters will be sent to all Contractors that are deemed responsive to the procurement. Rejection letters will be sent to any firm submitting a non-responsive Price Proposal.

5.6 Price Proposal Evaluation Criteria and Procedures

The Authority, in determining the successful Contractors, will evaluate the Price Proposals for responsiveness, including but not limited to verifying that:

- The Contractor is classified, prequalified, registered and licensed as required by the RFP and Bid Advertisement.

SECTION 6 - PROPOSALS PACKAGE MAILING INSTRUCTIONS

The firm must submit one (1) original copy of the submission no later than **2:00 PM on June 30, 2016** as follows:

If submitting by hand or overnight delivery, at the:

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
32 East Front Street
Trenton, New Jersey 08625-0991
Attention: Martin Taylor, Procurement Analyst
Subject: General Construction Services Proposal – GP-0231-C01**

If submitting by U.S. Mail, address packages to:

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY
32 East Front Street
Trenton, New Jersey 08625-0991
Attention: Martin Taylor, Procurement Analyst
Subject: General Construction Services Proposal – GP-0231-C01**

Faxed or e-mailed submissions shall not be accepted.

A firm or person or an affiliate thereof may not serve as a general contractor or as a subcontractor or as a subconsultant on an authority project for which the firm or person serves as the construction manager or as a subcontractor or as a subconsultant to the construction manager.

SECTION 7 - CONTRACT AWARD AND EXECUTION

Upon determination of the successful Contractors, the Authority shall so notify the successful Contractors by issuing a Notice of Award. **Immediately** upon receipt of the Notice of Award, the recipient of the Notice of Award shall complete and deliver the following documents to the Authority, on forms provided by the Authority:

- Executed Agreement;
- A properly signed and sealed Corporate Resolution verifying the authority of the officer to sign the contract for the corporation;
- Integrity Affidavit;
- Disclosure to the Unit of Fiscal Integrity General Consent and Waiver;
- Copies of all current, valid contractor or trade licenses and permits required under applicable New Jersey law, for the Contractor;
- Copies of all current Classification Notice with the Department of Treasury, Division of Property Management and Construction, for the Contractor;
- N.J. Division of Purchase and Property “Two-Year Chapter 51/Executive Order 117 Vendor Certification & Disclosure of Political Contributions” as prescribed by Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)) and as amended by Executive Order 117 (2008) N.J. Division of Purchase and Property “Two-Year Chapter 51/Executive Order 117 Vendor Certification & Disclosure of Political Contributions” and “Ownership Disclosure Form” as prescribed by Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)) and as amended by Executive Order 117 (2008);

NOTE: The Contractor is advised of its continuing responsibility to file an annual disclosure statement on “contributions” as that term is defined in P.L. 2005, c. 51 (formerly Executive Order 134 (2004)) or any “Business Entity,” as that term is defined in P.L. 2005, c. 51, associated with the Contractor, on the “Disclosure of Political Contribution” form provided by the NJSDA, at the time such contribution is made. This applies to the contractor if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us;

- Form W-9 – Request for Taxpayer Identification Number and Certification;
- Electronic Funds Transfer (EFT) Authorization Form (Pursuant to Article 13 of the General Conditions, your firm shall receive payment from the Authority by one of the following electronic payment methods: (1) the Automated Clearing House (ACH) Payment System or (2) Wire Transfer; and
- Any other documents as requested by the Authority.

Prior to the award of any Task Order, the Contractor shall complete and deliver the following documents to the Authority, on forms provided by the Authority:

- Certificate(s) of insurance in accordance with Section 9.2 of the Master Agreement GCTO;
- "Total Amount of Uncompleted Contracts" form as provided by the Authority and completed by the Contractor;
- "Total Amount of Uncompleted Contracts" form as provided by the Authority and completed by the required subcontractor(s);
- Performance and payment bonds in the amount of one hundred percent (100%) of the contract amount, current attorney-in-fact instruments and financial statements of the surety must be included for **each** bond;
- "SBE Form A" and "Form C Certification of SBE Status" as provided by the Authority. The NJSDA requires the contractor to make good faith efforts to ensure that small business enterprises ("SBEs") have the maximum practicable opportunity to participate in the performance of this engagement. A 25% target has been established pursuant to N.J.A.C. 17:14 *et seq.*;
- Business Registration Certificates for State Agency and Casino Service Contractors issued by the Department of Treasury, Division of Revenue for all subcontractors;
- Copies of all current, valid contractor or trade licenses and permits required under applicable New Jersey law, for the subcontractors;
- Copies of all current Classification Notice with the Department of Treasury, Division of Property Management and Construction, for the subcontractors;
- Certificates of registration issued pursuant to "The Public Works Contractor Registration Act," P.L. 1999, c. 238 by the Department of Labor and Workforce Development, for the subcontractors;
- "Disclosure of Investment Activities in Iran" form as provided by the Authority. "Pursuant to Public Law 2012, c. 23 (codified at N.J.S.A. 52:32-55 *et. seq.*) (the "Act"), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the New Jersey Schools Development Authority ("NJSDA") must complete a Certification which states that the person or entity, or one of the persons or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury ("Treasury") as a person or entity engaging in investment activities in Iran. Such a Certification must be in the form attached hereto. Failure to include such Certification with the completed Price Proposal will result in the disqualification of the bid and rejection of the Price Proposal;
- "Ownership Disclosure Form", pursuant to N.J.S.A. 52:25-24.2, using the form created by the Department of Treasury, Division of Purchase and Property, which form is supplied by NJSDA and is available as an interactive form on the Treasury site at: <http://www.state.nj.us/treasury/purchase/forms/OwnershipFinal12-14.pdf>;
- Form W-9 – Request for Taxpayer Identification Number and Certification;
- Electronic Funds Transfer (EFT) Authorization Form (Pursuant to Article 13 of the General Conditions, your firm shall receive payment from the Authority by one of the following electronic payment methods: (1) the Automated Clearing House (ACH) Payment System or (2) Wire Transfer; and
- Any other documents as requested by the Authority.

The Authority may extend the time for submission of the documents set forth above if good cause is shown and if the Authority determines, in its sole discretion, that the delay in document submission will not unduly delay project schedules.

Before issuance of any Task Order, the Authority shall review the Contractor's "Total Amount of Uncompleted Contracts Form" and confirm that the award of the Task Order in addition to the Contractor's uncompleted work will not exceed the Aggregate Rating of the Contractor.

Failure on the part of the successful Contractor to execute and deliver all of documentation as provided in this Section, in the manner and within the time provided by the Contract Documents, is just cause for revocation of the Award and for the exclusion of the successful Contractor from bidding on subsequent Authority contracts for such period as the Authority may deem appropriate. At its discretion, the Authority may award the contract to the next lowest responsible Contractor, or re-advertise the Project, precluding the

forfeiting Contractor from bidding on the re-advertised Project.

N.J.S.A. 18A:7G-36, permits the Authority to utilize a construction contractor evaluation policy, which will only apply to the prime contractors and may impact a contractor's project rating limit on future NJSDA projects. A copy of the policy is available on the web at: www.njsda.gov.

SECTION 8 - RIGHTS OF THE AUTHORITY

The Authority reserves the right to reject any Project Rating Proposal or Price Proposal that does not conform in all material respects with the requirements of the Contract Documents.

The Authority reserves the right to reject any Project Rating Proposal or Price Proposal deemed non-responsive.

The Authority reserves the right to reject any Project Rating Proposal or Price Proposal for any reason deemed to be in the best public interest.

The Authority reserves the right to waive technicalities and the right to re-advertise for new bids.

The Authority reserves the right to rescind any determination of a successful Contractor or any Notice of Award if it determines that either was issued in error, or if it becomes aware of information or developments that impact on the responsibility of the Contractor.

SECTION 9 – REQUIREMENTS FOR INDIVIDUAL TASK ORDERS

The following information is relevant to individual Task Orders under this Procurement.

9.1 Required Classification And Identification Of Subcontractors For Task Orders

Each Contractor responding to this RFP must be classified/registered by the Department of the Treasury, Division of Property Management and Construction; Department of Labor; by the Department of Treasury, Division of Revenue and must be prequalified by the Authority as indicated in this RFP so that the Contractor, when considered in totality, meets the requirements of the RFP as modified by any Addendum.

At the time of assignment or award of a particular Task Order for which plans and specifications have been prepared, the Task Order Contractor shall, in accordance with the requirements of N.J.S.A. 52:18A-243, set forth in its proposal or bid the name or names of all subcontractors to whom the Contractor will directly subcontract for the furnishing of any of the work and materials specified in the plans and specifications for the following branches: (1) the plumbing and gas fitting and all work and materials kindred thereto (“Plumbing Branch”); (2) the steam and hot water heating and ventilating apparatus, steam power plants and all work and materials kindred thereto (“HVACR Branch”); (3) the electrical work (“Electrical Branch”); and (4) structural steel and miscellaneous iron work and materials (“Structural Steel Branch”).

Alternatively, if a particular Task Order requires the Task Order Contractor to engage a design consultant for the preparation of plans and specifications, the Contractor shall, based upon the anticipated scope of work for the Task Order, identify in its proposal all of the subcontractors who will be engaged to perform any work in the above-described four branches.

When naming subcontractors in accordance with this section, a bidder is required to name only those subcontractors that are engaged directly by the Bidder (“first-tier subcontractors”). Bidders are NOT REQUIRED to name any subcontractors engaged by the first-tier subcontractors or by others (e.g., “second-tier subcontractors” or “third-tier subcontractors.”)

All subcontractors required to be named under this section must be NJSDA prequalified as of the date for the Task Order Contractor’s submission of a proposal to the Authority for a particular Task Order, either in response to a rotational Task Order assignment or in response to an RFP issued to the pool of all Task Order Contractors.

Each bidder shall adhere to the following instructions in its identification of all subcontractors with whom the bidder will contract in the four branches:

Plumbing Branch: The bidder must identify a subcontractor that is DPMC classified and NJSDA prequalified in the trade of Plumbing (C030), unless the bidder intends to self-perform for this trade. If the bidder intends to self-perform, the bidder must identify itself as self-performing in the trade of Plumbing (C030). If the bidder will contract with any additional subcontractors with DPMC Trade Classifications in the Plumbing trade or other trades applicable to this branch, each such additional subcontractor must be identified.

HVACR Branch: The bidder must identify a subcontractor that is DPMC classified and NJSDA prequalified in the trade of HVACR (C032) OR an HVAC Contractor classified in the former DPMC classification of C039 may also satisfy the HVACR (C032) requirement, if a bona fide representative linked to the Contractor has applied to be “grandfathered in” under the new Master Heating, Ventilating, Air Conditioning, and Refrigeration license offered by the State Board of Examiners for Heating, Ventilating, Air Conditioning and Refrigeration Contractors pursuant to N.J.A.C. 45:16A-26. Such a C039 Contractor or subcontractor must supply a copy of the “grandfathering” license application, as well as proof of payment of application fee, unless the bidder intends to self-perform for this trade. If the bidder intends to self-perform, the self-performing bidder must provide proof of the required HVACR license by providing evidence that a bona fide representative of the firm holds a Master HVACR license, or providing evidence that a principal or employee of the firm has applied to be “grandfathered in” to the Master HVACR license based on experience without meeting education and examination requirements under N.J.A.C. 45:16A-26. If the bidder will contract with any additional subcontractors with DPMC Trade Classifications in the HVACR trade or other trades applicable to this branch, each such additional subcontractor must be identified.

Electrical Branch: The bidder must identify a subcontractor that is DPMC classified and NJSDA prequalified in the trade of Electrical (C047), unless the bidder intends to self-perform for this trade. If the bidder intends to self-perform, the bidder must identify itself as self-performing in the trade of Electrical (C047). If the bidder will contract with any additional subcontractors with DPMC Trade Classifications in the Electrical trade or other trades applicable to this branch, each such additional subcontractor must be identified.

Structural Steel Branch: The bidder must identify a subcontractor that is DPMC classified and NJSDA prequalified in the trade of Structural Steel (C029), unless the bidder intends to self-perform for this trade. If the bidder intends to self-perform, the bidder must identify itself as self-performing in the trade of Structural Steel (C029). If the bidder will contract with any additional subcontractors with DPMC Trade Classifications in the Structural Steel trade or other trades applicable to this branch, each such additional subcontractor must be identified.

If a bidder intends to self-perform any of the work of four above-described branches of Work, and is DPMC classified and NJSDA prequalified to do so, the bidder shall so indicate and include the required information where called for in the Price Proposal.

All Task Orders will identify by classification or trade the subcontractors in any of the above listed categories that are required for the performance of the Task Order. If a subcontractor is required, the Contractor is responsible for soliciting three (3) proposals from NJSDA prequalified contractors. The contractor shall be required to award the subcontract to the lowest responsive subcontractor. All subcontractor proposals are subject to review by the NJSDA and/or the NJSDA Program Operations Manager assigned to the project.

Bidders are advised that in addition to requiring NJSDA prequalification of subcontractors required to be named as described in Section 9.1 (Required Classification and Identification of Subcontractors for Task Orders), regardless of their contract amounts, NJSDA requires that subcontractors of any tier whose contract is in an amount equal to or more than \$500,000 in any of the following DPMC Trade Classifications be NJSDA prequalified:

- C006 - CM as Constructor
- C007 - Design Build
- C008 - General Contractor
- C009 - GC/Alterations & Additions
- C019 - Concrete/Foundation/Footings/Masonry work
- C021 - Demolition
- C029 - Structural Steel
- C030 - Plumbing
- C032 - HVACR

C045 - Sprinkler Systems
C047 - Electrical
C066 - Roofing-Membrane EPDM
C067 - Roofing-Membrane PVC/CPE/CSPE
C068 - Roofing-Membrane Modified Bitumen
C069 - Roofing-Urethane
C070 - Roofing-Built Up
C071 - Roofing-Metal
C072 - Roofing-Tile/Slate/Shingles
C092 - Asbestos Removal/Treatment
C093 - Asbestos Removal/Mechanical
C096 - Lead Paint Abatement

The selected Contractors shall be required to make good faith efforts to ensure that small business enterprises (“SBEs”) have the maximum practicable opportunity to participate in the performance of this engagement. A 25% target has been established pursuant to N.J.A.C. 17:14 *et seq.*

Additionally, the bidder will be required at time of NTP to provide:

- The “Form 1105–Subcontractor Approval Form” for Subcontractors not required to be named in the price proposal is due twenty (20) days prior to the start of work as outlined in of the General Conditions.
- Both the “Form AA201-Initial Project Work Force Report–Construction” and the “Form AA201a-Sub-Contractor Projection Form” (enclosed) are due within seven (7) days of the **Construction Notice to Proceed**. Mail the completed forms to NJSDA Vendor Services and Risk Management Unit within seven (7) days of the Notice to Proceed.
- Proof of Owner’s Controlled Insurance Program (OCIP) Enrollment per Online Enrollment Procedures. The OCIP III Insurance Procedures and Enrollment Manual are located at: <https://www.njsda.gov/njsda/Business/CV/Documents.html>.

9.2 Owner Controlled Insurance Program (OCIP)

In accordance with Article 9.2 of the Authority’s General Conditions, the Authority has elected to implement an Owner Controlled Insurance Program (OCIP) to provide Workers’ Compensation, Employers Liability, General Liability, Excess Liability, and Builder’s Risk Coverage for Contractors and eligible Subcontractors, of any tier, providing direct labor to the Project. The Authority agrees to pay all premiums associated with the OCIP, including deductibles or self-insured retention (giving the Contractor and Subcontractors first dollar coverage), unless otherwise stated in the contract documents. While the OCIP is intended to provide broad coverage and high limits, the OCIP is not intended to meet all the insurance needs of the Contractor or Subcontractors. Participation in the OCIP Program is mandatory, but not automatic, unless otherwise determined by the Authority.

PLEASE NOTE: Pursuant to Section 9.2.14 of the Master Agreement, under the Builder’s Risk coverage provided pursuant to the Authority’s OCIP program, the Task Order Contractor is responsible for a “per occurrence” deductible in the amount of \$25, 000 applicable to all covered claims except those of Flood, Wind and Earthquake.

The Contractor agrees to submit Price Proposals for individual Task Orders **Net of Insurance**, excluding all applicable insurance expenses and policy costs allocated to the Project for Workers’ Compensation, Employers Liability, General Liability, Excess Liability, and Builder’s Risk insurance.

The Contractor and its Subcontractors shall be required to comply with all provisions of the applicable Project Safety Manual and OCIP Manual as such compliance has a direct bearing on the insurance costs of the Authority. Some of these provisions may have additional cost implications, which could impact the bid price.

Subcontractors not enrolled in the OCIP will be required to maintain their own insurance and will be required to participate in the Project Safety Program as defined in the Authority’s General Conditions.

END OF INSTRUCTIONS TO CONTRACTORS

ATTACHMENT A

PROJECT RATING PROPOSAL

{see attached file}

ATTACHMENT B

PRICE PROPOSAL

{see attached file}

ATTACHMENT C

SCOPE OF SERVICES

{see attached file}

ATTACHMENT D

**MASTER AGREEMENT
FOR GENERAL CONSTRUCTION SERVICES
PURSUANT TO TASK ORDERS**

{see attached file}

ATTACHMENT E

SAFETY MANUAL

{see attached file}

ATTACHMENT F

QUALITY ASSURANCE/QUALITY CONTROL MANUAL

{see attached file}

ATTACHMENT G

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

{see attached file}

ATTACHMENT H

OWNERSHIP DISCLOSURE FORM

{see attached file}