

TURKISH CONSULATE GENERAL
NEW YORK

**REQUEST FOR PROPOSALS:
PROFESSIONAL INSURANCE CONSULTANT SERVICES**

For the
TURKEVI CENTER AT 821 UNITED NATIONS PLAZA
NEW YORK CITY, NEW YORK

ISSUING DATE FOR REQUEST FOR PROPOSALS: August 14, 2015

CLOSING DATE FOR RECEIPT OF PROPOSALS: September 4, 2015

TIME: 10:00 a.m.

PLACE: 825 3rd Avenue, 28th Floor
New York, New York 10022

Section I: General Specifications

1.1 Introduction and Background

Through this Request For Proposals (RFP), on behalf of the Republic of Turkey the Consulate General of Turkey in New York (in short form hereafter as “RepT”) is soliciting competitive, sealed proposals from qualified vendors (“Proposers”) to provide risk and insurance consulting services defined below (the Scope of Services) for the new “Turkevi Center Project” (in short form hereafter as “Project”). The awarded insurance consultant will be (the "Consultant").

The Project will be located at 821 United Nations Plaza, New York, NY, more specifically NY block 1338, lots 30, 31, 32 on the corner of 1st Avenue and E. 46th Street in Manhattan’s Turtle Bay neighborhood, where the current Turkevi Center and other buildings currently exist and will be demolished and remediated. The Republic of Turkey envisions an iconic state-of-the-art building in all respects, environmentally friendly and equipped with today’s latest technology to accommodate all of the current and future requirements of the Republic of Turkey’s presence in New York City.

RepT retained “Cresa Partners, LLC” as the Project Manager/Owner’s Representative, and “Herrick, Feinstein LLP” as the Legal Advisor for the Project. “Perkins Eastman Architects P.C.” has been retained as the Architect for the new Turkevi Center Building.

The important proposed milestones of the Project are stated below:

Commencement of the Architect’s Services	: May 1, 2014
Completion of the design	
for the new Turkevi Center Building	: December 17, 2015
Commencement of demolition/HAZMAT	
Abatement	: October 26, 2015
Commencement of construction	: July 11, 2016
Completion of construction	: November 2, 2018
Completion of post construction phase	: February 1, 2019

1.4 Independence

The Consultant must be independent. The Consultant must not be engaged in brokerage or sales of insurance, third party administration, claims, safety or loss prevention, or any related services. The Consultant must not be an employee of, a subsidiary of or be managed or controlled by any insurer, agency, brokerage firm or third party administrator. The Consultant must not receive any compensation or remuneration in any form from such firms.

The Consultant must not have any material or influential interests in any company which provides services, supplies, or equipment which it may recommend.

1.5 Response to RFP (Proposal Package) Due 2:00 pm September 4, 2015.

The proposal package shall contain the following:

a. Proposal Cover Letter

The Proposer shall submit a cover letter transmitting its proposal package to the Selection Committee. The cover letter shall be signed and dated by an individual authorized to enter into a contract with RepT on behalf of the Proposer. The cover letter shall include:

- The Proposer's name, mailing address, phone number, fax number.
- Name, title, telephone number, and email address of the individual who is authorized to commit the Proposer to a contract.
- Name, title, telephone number, and email address of the individual who is to be contacted regarding the content of the proposal, if different from above.
- The name, mailing address, phone number, fax number of the subcontractor(s), if applicable.
- The signature of the individual authorized to commit the Proposer to the proposal.

b. Technical Proposal

The technical proposal is a clear, concise description of how the Proposer intends to provide the services forth in the Scope of Services. The technical proposal should reference examples of key issues the Proposer will seek to address in each portion of the Scope of Services. It should also address staffing concerns, including expertise of the key professional staff who will work on this engagement (the "Key Personnel"), explanations of how the Key Personnel will be organized and work together, and the ability of the Key Personnel to draw upon the Proposer's other professional staff. The technical proposal may also describe any distinctive technologies the Proposer will use on the engagement and how such technologies will provide value to the services to be rendered. The technical proposal may include any other information the Proposer deems relevant.

c. Statement of Qualifications

At a minimum, the proposal should include the following:

- An overview of the Proposer's ownership/organizational structure and number of employees.
- A detailed description of the Proposer's experience in providing the kinds of services described in the Scope of Services. Of particular interest would be the Proposer's experience in providing such services to any of the following: Foreign Governments, the City of New York, the State of New York, other governmental entity in New York State.
- The Key Personnel for this engagement and, for each such person, the role s/he will play and his/her experience in providing the kind of services described in the Scope of Services. For each member of the Key Personnel,

attach a resume (in an appendix to the proposal), including professional atitle and contact information, and provide a statement certifying that s/he will be available to play the designated role for the duration of the Contract.

- A list of at least three references for the Proposer who can provide information concerning the Proposer's experience in providing the kind of services described in the Scope of Services. The list of references should include the name of the reference entity, a brief description of the engagement(s) for such entity for which the Proposer provided services, and the name, title and telephone number of a contact person at the reference entity. For each reference, indicate which member(s) of the Key Personnel, if any, worked on the engagement(s) with the reference entity and the role s/he played. At least one reference should relate to an engagement that meets the minimum qualification requirements stated below. (Proposals that fail to meet this requirement will be rejected.)

Minimum Qualification Requirements: Within the last five years, the Proposer must have served as a risk consultant or insurance consultant to a public or private entity for a construction project of at least 100.000 SF or \$100.000.000 value in New York.

- At its option, the Proposer may submit any other materials that will allow the Selection Committee to better evaluate its qualifications for this engagement (e.g. letters of reference/recommendation, awards, etc.). Such materials may be included in an appendix.
- If applicable, a like statement of qualifications of each subcontractor shall be included.

d. Price Proposal Due 2:00 pm September 18, 2015

The Price Proposal is a presentation of the details of the Proposer's offering price.

RepT has a strong preference for a fixed lump sum price. If a fixed lump sum price structure is acceptable, complete the format provided as Attachment A (Price Proposal) to this RFP. If a fixed lump sum price structure is not acceptable, provide an alternative (detailed) price proposal that allows the Selection Committee to compare the charges pursuant to that structure with a fixed lump sum price.

The Price Proposal shall be submitted in U.S. Dollars excluding VAT.

All costs, expenses and reimbursable expenses that will arise during the performance of the services requested in this RFP should be included in the Price Proposal.

The fees of the staff and subcontractors the Proposer employ/engage during the performance of services requested by this RFP should be included in the Price Proposal.

All fees, taxes that may be paid to the governmental authorities, regulatory agencies, etc. during the performance of services requested by this RFP will be paid by the proposer.

The Price Proposal (a) should be submitted in a separate, sealed envelope, clearly labeled "Price Proposal", (b) should be irrevocable for ninety (90) days from the date of the opening of Price Proposal, and (c) should be signed by the proposer's authorized representative.

- e. Vendex. Current vendex form as given by the City of New York.
- f. Trade registration certificate.
- g. Current license to operate in the State of New York.
- h. Balance Sheet. Certified copy of the balance sheet for the last 3 (three) years or similar acceptable documentation from a Certified Public Accountant.
- i. Tax and insurance clearance certificate.
- j. Certificate of insurance and evidence of bonding capacity.

1.6 Proposal Evaluation and Selection Criteria

All proposals received on or before the proposal due date and time at the location specified herein will be evaluated by the selection committee to determine whether they meet all of the minimum submission requirements set forth herein.

The selection committee will make a determination to: (1) recommend award of a contract based on initial proposals; or (2) conduct discussions/negotiations with all or a "short list" of proposers. In the event the selection committee decides to conduct discussions/negotiations with all or a "short list" of proposers:

- The selection committee may require proposers to give oral and/or visual presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein during the week of September 4 to 7, 2015
- Upon completion of the discussions/negotiations, the selection committee may request that all proposers still under consideration for award submit a best and final offer by a common due date and time.
- The lowest price will be the only criterion for final selection.

1.10 Insurance

The Consultant shall be responsible for maintaining during the life of the contract the following types of insurance with minimum acceptable limits as set forth below:

<i>TYPE</i>	<i>LIMITS OF LIABILITY</i>
Workers Compensation	Statutory
Employers Liability	\$100,000 Each Accident, Bodily Injury \$100,000 Each Employee, Disease \$500,000 Policy Limit, Disease
Commercial General Liability (Occurrence-based only)	\$1,000,000 Each Occurrence Limit \$1,000,000 General Aggregate Limit
Business Auto Liability	\$1,000,000 Each Accident
Professional Liability (E&O)	\$1,000,000 Per Claim Limit

The insurance carriers providing the required coverages shall (a) be licensed in New York, (b) rated no lower than “A-” by the most recent Best’s Key Rating Guide, and (c) have a Best’s Financial Size Category of not less than VIII, unless otherwise agreed to by RepT.

For any liability policy maintained on a claims-made basis (including renewals or replacements thereof), the retroactive date (if any) must not be set later than the effective date of this Agreement and shall not be advanced throughout the term of this Agreement or renewal thereof. Any claims-made coverage must be maintained without material change or interruption of coverage (a) throughout the term of this Agreement, and any subsequent renewal thereof and, (b) for a period of not less than three years after termination of the this Agreement without advancement of the retroactive date, material change in or interruption of the claims-made coverage (the extended term of protection). In the event of any advancement of an applicable retroactive date, material change in or interruption of the claims-made coverage during this period of time, Consultant hereby agrees to take all necessary steps at his/her sole expense to eliminate any potential gap(s) in the claims-made coverage, including the purchase of an extended reporting period endorsement (“tail” coverage) at the sole expense of the Consultant. It is understood that the length of this extended reporting period endorsement may be reduced to coincide with any time remaining in the extended term of protection.

RepT shall be included as an Additional Insured under the required Commercial General Liability policy.

Consultant will be obligated to e-mail or fax to RepT a copy of any cancellation or non-renewal notice received from the insurer for any policy affording the coverages required herein within five (5) days of Consultant’s receipt of same. Consultant further agrees to provide RepT with 30 days advance written notice of cancellation, non-renewal or material reduction in coverage initiated by the Consultant with respect to any of the required insurance coverages. For the purpose of this provision, material reduction in coverage shall mean any change or reduction in the scope of insurance coverage that adversely affects the protection that would otherwise be available to RepT.

The Consultant shall supply a certificate of insurance evidencing such required insurance coverage prior to commencement of the contract.

1.11 Confidentiality

As part of its proposal, the Consultant shall certify that all information it may receive in the course of conducting its work shall be treated as confidential and proprietary. Such information and data may not be disseminated to others without the written approval of RepT.

1.12 Records Retention

The Consultant shall maintain records applicable to the contract. All such records are to be retained for three (3) years after final payment is made.

1.13 Contract Requirements

RepT will not consider execution of any Proposer's standard contract. The successful Proposer will be invited to execute the contract attached to this RFP (see Appendix B: Draft Contract).

At RepT's discretion, RepT may negotiate the contract with the successful Proposer. Should negotiations fail to result in a signed contract within a reasonable period of time as defined by RepT, RepT reserves the right to terminate negotiations and select another Proposer, or issue a new RFP, or take any other action consistent with the best interests of Republic of Turkey.

The contents of this RFP (including all attachments, revisions, addendums, and additions) shall become part of the consultant services contract.

1.14 Subcontractors

The Consultant will be responsible for contract performance whether or not subcontractors are utilized. Subcontractors are required to conform to Section 1.10, Insurance.

All subcontractors to be used by the Consultant in providing the contracted services must be disclosed in the proposal. All subcontractors must comply with Section 1.5, Response to RFP.

Joint Ventures will not be acceptable.

1.15 Scope of Insurance Consultant's Services

The proponents are not asked at this time to provide language or terms of coverage for the Republic of Turkey or the project. Proponents are asked to include services or consulting for, but not limited to, the following insurance requirements;

- (i) Comprehensive General Liability and Umbrella/Excess Insurance
- (ii) Automobile Insurance
- (iii) Owner's Interest Insurance
- (iv) Project Specific Insurance
- (v) All Risk Property Insurance, including Business Interruption Insurance
- (vi) Builder's Risk Insurance
- (vii) Boiler and Machinery Insurance
- (viii) Errors and Omissions Insurance
- (ix) Fidelity Bond Insurance
- (x) Contracting Agreements to Bond, Bid Bonds, Labor and Materials Payment Bonds, and Performance Bonds
- (xi) Crime & Theft Insurance
- (xii) Pollution Insurance
- (xiii) Insurance for contractors and subcontractors
- (ixx) Workers Compensation, Employers' Liability and Disability Insurance
- (xx) An overall insurance program suitable to the needs of the RepT, including but not limited to advice regarding an Owners Controlled Insurance Program or Contractors Controlled Insurance Program.
- (xxi) The Insurance Consultant will provide written comments or memos to RepT during the determination phase of which insurance system will be chosen by RepT. RepT prefers either traditional insurance system or contractor controlled insurance system.
- (xxii) At all levels of the Project (design, demolition and construction), Insurance Consultant shall determine the minimum insurance requirements; determine the conditions for these insurances; provide expertise to RepT in the process of insurance purchases, including advising on the bids.

In addition to the foregoing, "Consulting Services" also include any additional services mutually agreed by the Parties.

With respect to each type of insurance listed above, including all renewals thereof, the Consulting Services shall also include, but shall not be limited to:

- (a) soliciting bids and/or quotes directly or through an insurance

- broker;
- (b) advising regarding applications for insurance;
 - (c) reviewing and analyzing the bids/quotes and proposed insurance policy forms;
 - (d) ensuring that the insurance is placed into effect;
 - (e) ensuring that all insurance certificates and endorsements, including additional insured endorsements, are issued accurately;
 - (f) ensuring that the RepT's interests (and those of its officers, shareholders, directors, partners, employees, representatives, and agents) are fully protected by way of additional insured and loss payee endorsements as applicable;
 - (g) advising regarding risk and insurance provisions in the contract documents associated with the Project;
 - (h) advising regarding terms and conditions of insurance coverage and applicable deductibles/retentions;
 - (i) promptly reporting to the applicable insurance company(ies) and/or its agent(s) any and all claims of which it receives notice; and
 - (j) keeping RepT informed on a no less than weekly basis of all developments in connection with the provision of Consulting Services, and responding promptly to RepT's inquiries and communications.

The Consultant shall perform the Consulting Services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar localities under the same or similar circumstances. The Consultant shall perform its Services as expeditiously as possible while maintaining such professional skill and care and the orderly progress of the Project in accordance with the "Project Schedule" attached hereto as Exhibit A, which such Project Schedule may be modified from time to time in accordance with the terms of this Agreement.

Consultant shall use a sufficient number of competent, experienced, full-time employees in connection with carrying out its responsibilities and Consulting Services under this Agreement. Consultant has submitted to the RepT, for the RepT's approval, a staffing proposal for the rendering of the Consulting Services, complete with names, job descriptions and previous experience in comparable positions.

Phase 1. Overall Project Planning and Design

Provide expertise and advice on ;

- Comprehensive General Liability and Umbrella/Excess Insurance
- Owner's Interest Insurance
- Project Specific Insurance

- All Risk all property insurance
- An overall insurance program suitable to the needs of the RepT

Phase 2. Demolition contracting of the existing building,

Provide expertise and advice on;

- Fidelity Bond Insurance
- Contracting Agreements to Bond, Bid Bonds, Labor and Materials Payment Bonds, and Performance Bonds.
- Crime & Theft Insurance
- Project Specific Insurance
- All risk all property insurance
- Course of construction insurance

Phase 3. Construction of the new Turkevi Center building,

Provide expertise and advice on;

- Fidelity Bond Insurance
- Contracting Agreements to Bond, Bid Bonds, Labor and Materials Payment Bonds, and Performance Bonds.
- Crime & Theft Insurance
- Project Specific Insurance
- All risk all property insurance
- Course of construction insurance

1.16 Submission Requirements

All proposals must be received by and no later than: **2:00 PM ON SEPTEMBER 4, 2015.**

Proposers shall deliver one (1) original and three (3) copies of the proposal package.

The price proposal must be received by and no later than: **2:00 PM ON SEPTEMBER 18, 2015** and must include one (1) original, shall be enclosed in a separate sealed envelope within the proposal package.

The outer envelope enclosing any materials submitted in response to this RFP shall be addressed as follows:

FROM: Proposer Name/Address
TO: **Turkevi Center Project Insurance Consultant Selection Committee**
Consulate General of Turkey in New York
28th Floor, 825 3rd Avenue
New York, NY
RFP FOR: Insurance Consultant

A full, electronic copy of the proposal package shall also be delivered on a CD with the hard copy submission.

The proposal should be organized into distinctive sections that correspond with the requirements of this RFP.

1.17 Instructions to Proposers

The Consultant shall bear all expenses incurred in responding to this RFP. RepT shall not be liable for any costs incurred by Proposers in the preparation of proposals or for any work performed in connection therewith.

No oral explanation in regard to the meaning of the content of this RFP will be made, and no oral interpretation will be given. If any proponent contemplating submitting a response for this RFP is in doubt as to the true meaning of any part of the specifications or any other part of this RFP, a written request must be forwarded to the following representatives of Project Manager, and a formal clarification or addendum will be issued to all proponents:

Michael Lomax, Principal, Project Management
Cresa Toronto
170 University Avenue
Suite 1100
Toronto, ON. M5H 3B3
tel: 416-862-2666
mobile: 631-566-6030
email: mlomax@cresa.com

Phillip Infelise, Principal
Cresa Denver
1515 Arapahoe Street, Tower 3
Suite 350
Denver, CO 80202
tel: 303-228-0800
fax: 303-302-1616
mobile: 303-619-9585
email: pinfelise@cresa.com

The issuance of this RFP does not commit RepT to award a contract. RepT reserves the right to:

1. Reject any or all proposals received in response to this RFP,
2. Postpone or cancel this RFP,
3. Not award a contract,
4. Award a contract on the basis of initial proposals received, without any discussion/negotiation with Proposers,
5. Retain a successful Proposer for only a portion of the Scope of Services,
6. Request clarification and/or additional information from the Proposers during the evaluation process,

The submission of a proposal signifies that the Proposer (a) understands and accepts the terms and conditions in this RFP, (b) intends to complete for the award of the contract described herein, and (c) understands and accepts that the final contract will take substantially the form of Appendix B hereto (with such changes as RepT may make in its discretion).

For additional information contact the Project Manager.

ATTACHMENTS

Attachment A: Draft Contract