



REQUEST FOR PROPOSALS

for

OWNER'S REPRESENTATIVE SERVICES

for the

RENOVATION OF
ROYAL THAI CONSULATE-GENERAL
BUILDING

located at
351 East 52nd Street
New York, NY 10022
(the "Project")

February 28, 2025

1. Introduction

The Ministry of Foreign Affairs of Thailand has approved the Royal Thai Consulate-General in New York's proposal to retain an Owner's Representative for the purpose of assisting with implementing and facilitating the renovation of the Royal Thai Consulate-General's office building located at 351 East 52nd Street, New York, NY 10022 (the "Project").

The existing office building is 83 years old and is comprised of seven (7) floors with one (1) basement level representing a total of 12,278 square feet. The Royal Thai Consulate-General is committed to renovate the exterior and interior areas including, but not limited to, the structure, interior spaces, the mechanical, electrical and plumbing systems as well as to reassign and modernize the respective work areas with upgrades in technological equipment and capabilities. To ensure successful achievement of the aforementioned goals, the Royal Thai Consulate-General presents this Request for Proposals to retain the services of a professional and qualified Owner's Representative with expertise in administering the renovation Project in accordance with local laws, regulations and standards with respect to quality, efficiency, and the optimal benefits of the Royal Thai Government.

2. Objective of this RFP

Through this Request for Proposals for Owner's Representative Services (the "RFP"), the Royal Thai Consulate-General is seeking proposals from professional Owner's Representative Services entities for the purpose of assisting the Royal Thai Consulate-General with implementing and facilitating the improvements to its office building in cooperation with the services of an architect, design-builder and the other Project participants (*i.e.* engineers, consultants, designers, expeditors, trade design-builders, fabricators and/or suppliers) to be engaged by the Royal Thai Consulate-General. The primary objective of this RFP is to provide experienced Owner's Representative entities the opportunity to present a proposal to the Royal Thai Consulate-General that thoroughly details their available scope of services and cost structures related thereto, together with their respective qualifications, prior experiences on similar projects, a list of references from owners of prior projects wherein the candidate successfully performed, together with a description of the services it envisions and proposes to furnish the Royal Thai Consulate-General with requisite services to achieve a successful and cost-effective Project.

3. Scopes of Owner's Representative Services

3.1 The Owner's Representative must perform the Services in accordance with the terms and conditions set forth in this RFP and the eventual Contract entered into with the Royal Thai Consulate-General.

3.2 The Royal Thai Consulate-General intends to enter into a Design-Build Agreement with a general design-builder for the Project. The successful Owner's Representative candidate will begin with its overseeing and coordinating of the design-builder's architectural and engineering design services for the Project and manage that process in compliance with the applicable requirements of the Department of Buildings for the City of New York (the "DOB") and all other governmental authorities having jurisdiction over the Project.

3.3 The Owner's Representative will (i) investigate the requirements for providing any adjacent building protections and/or sidewalk bridges, (ii) identify any staging areas to accept deliveries and/or prosecute the exterior façade work, (iii) determine if access is required onto any adjacent properties to perform any Work of the Project, (iv) obtain the names and information relating to the title owners if access is required onto any adjacent property, and (v) participate in the preparation of the negotiation of an access/license agreement for a duration period that will be coordinated with the Project activities that require access onto the adjacent properties.

3.4 Upon completion of the design-builder's design phase services, the Owner's Representative will establish Project goals and standards to use as checkpoints for all future decisions. The Owner's Representative will need to ensure all designs are in accordance with the requirements of the Royal Thai Consulate-General and meet all Project goals and standards. From the beginning of planning and continuing through the completion of the Project, the Owner's Representative will be expected to manage and oversee the services and consultants necessary to coordinate the design of the Project. The Owner's Representative also will be expected to develop a milestone schedule with information ascertained from the early planning phase. The variables affecting the Project include design, quality, budget, schedule, construction phasing, staging, design-builder selection, and compliance with the DOB and local authorities having jurisdiction over the Project.

3.5 The Owner's Representative's overall tasks include establishing the quality of the Project, ensuring that the Project remains on schedule, and maintaining the budget for the Project.

The Royal Thai Consulate-General expects the Owner's Representative, at a minimum, to provide budget development advice; to attend all design coordination meetings; to provide input on progress and quality; and to review the design for constructability, adherence to budget, ease of maintenance, and other criteria to be established at the onset of the Project. The successful Owner's Representative will provide a dedicated individual for the point of contact and to attend all Project meetings. This individual will be the primary point of contact between the Royal Thai Consulate-General and other Project team members.

3.6 Pursuant to this RFP, the Services shall include, and the Owner's Representative shall also provide, at a minimum, the following general scope of services:

- (a) plan for preliminary preparation, assist in the third-party/parties selection process for surveying and documenting existing building conditions;
- (b) propose action plans, timeframes, and estimated budget for the Project addressing local laws and regulations as well as the principle of efficiency;
- (c) manage the design-builder's bidding process;
- (d) coordinate with Project participants, and periodically review and assess the Project's progress and efficiency;
- (e) ensure the Royal Thai Consulate-General is granted all relevant permits, thereby being able to legally and fully operate;
- (f) review the existing facility and proposed program components for the Project;
- (g) organize and lead the Project team;
- (h) establish communication protocol for Project team;
- (i) maintain the budget and Project schedule, exclusive of Royal Thai Consulate-General's direction;
- (j) keep all Project participants on task to achieve the desired goal as established at the onset of the Project;
- (k) ensure that all decisions are timely issued and Project milestones are achieved;
- (l) effectively manage each stage of the Project to ensure orderly progression in accordance with the Royal Thai Consulate-General's input and direction;
- (m) Owner's Representative will not be allowed to make any decisions that relate to: (i) changes and/or revisions of any aesthetic nature, (ii) cost implications, (iii) revising the timing and/or milestones of the

Project Schedule, (iv) performance of any additional work and/or the approval of change orders, (v) any action that would increase the Project Cost and/or the Contract Sum or any agreement or purchase order, and/or (vi) logistical modifications for prosecuting the work on the Project without the prior written approval from Royal Thai Consulate-General;

- (n) present any unresolved issues to the Royal Thai Consulate-General with a recommendation of possible solutions;
- (o) organize and distribute an “Open Items” list, identifying all Project participants involved with the Project along with all items currently required from each Project participant. The “Open Items” list must be updated periodically, but no less than bi-monthly;
- (p) assist the Royal Thai Consulate-General to develop a detailed program of requirements, Project budget, contract status log, milestone schedule, and Project participant directory; and
- (q) develop and maintain an organization chart for the Project.

3.7 The Owner’s Representative must take into consideration (1) the optimal benefits of the Royal Thai Consulate-General and the efficiency of the Project, (2) factual data about the current state/existing conditions of the Royal Thai Consulate-General’s office building that require improvement, (3) professional principles in terms of architecture and engineering including value engineering considerations, and (4) relevant laws, rules, regulations, specifications, and industry best practices in New York City, as well as the requirements of the Ministry of Foreign Affairs of Thailand’s Regulation on Public Procurement and Supplies Administration Overseas B.E. 2560 in consultation with the Project Committee(s). The Owner’s Representative shall confirm that the Design-Builder’s architects and engineers hold relevant professional licenses in architectural and the respective engineering disciplines as required by New York State or New York City authorities having jurisdiction over the Project, and also ensure that the design-builder holds the required permits for all aspects of the Work. It is also acceptable to have additional local personnel such as an expeditor or consultant to provide coordinating support in matters not requiring architectural/engineering expertise.

3.8 Specific Owner’s Representative service to be provided during each phase of the Project shall also include as a minimum, the following;

3.8.1 Pre-Design:

- (a) draft a RFP for design-build services;

- (b) manage RFP process for design-build services;
- (c) lead coordination of design-build services to ensure appropriate design is achieved and accomplishes all Project and programmatic goals;
- (d) review and comment on planning objectives for the Project;
- (e) organize and develop a milestone schedule, including the planning phase, the design development phase, schematic design phase, construction document phase;
- (f) identify durations for completion of design, securing of permits, governmental approvals, and all critical items;
- (g) confirm construction feasibility, local labor conditions, material availability and/or shortages, long lead items, and building industry standards;
- (h) conduct a pre-award meeting with the selected bidder to confirm scope and logistics of Project;
- (i) receive and evaluate bids of prospective design-build contractors, in conjunction with Royal Thai Consulate-General;
- (j) recommend lowest responsible and responsive bidder of design-build services for retention by the Royal Thai Consulate-General;
- (k) review the design-builder's proposed project manager and superintendent for relevant experience related to the Project.
- (l) assist the design-build team to develop, create, and value-engineer the design and construction documents to reflect the Royal Thai Consulate-General's requirements;
- (m) supervise the overall design process for the Project;
- (n) plan and assist in surveying and documenting existing building conditions as fundamental inputs for further drafting of action plans, timeframes, and estimated budget for the entire Project;
- (o) advise the Royal Thai Consulate-General on design, construction, and occupancy sequencing, phasing to ensure maximum efficiency;
- (p) evaluate the design of the Project for constructability;
- (q) establish a budget pricing control to verify Project cost objectives are accomplished; and
- (r) evaluate opportunities to reduce costs within alternative systems and material items identified by the design team to identify cost reduction items that may be incorporated into the Project.

3.8.2 Construction Oversight:

- (a) prior to construction commencement, establish a construction schedule and a construction draw schedule anticipating Project phases and timing of construction invoices and provide to Royal Thai Consulate-General;
- (b) conduct site visits to observe and document progress of work and quality of construction on the Project;
- (c) attend weekly site owner/architect/design-builder coordination meetings, and review meeting notes prepared by design-builder;
- (d) coordinate design-builder and subdesign-builders to resolve design and coordination issues, in order to avoid negative impacts to the budget and schedule;
- (e) monitor the design-builder, in conjunction with Royal Thai Consulate-General, to ensure compliance its contractual terms;
- (f) provide the Royal Thai Consulate-General with progress reports detailing the status of construction, and address issues requiring attention as necessary;
- (g) review design-builder's applications for payment, verifying amount requested is consistent with the work in place (including any subdesign-builders);
- (h) provide Project update detailing invoiced activities;
- (i) manage the construction schedule and report deviations;
- (j) be available as needed during the construction phase to address any scheduling, coordination, or design conflicts;
- (k) review and track all requests for information, pay requests, and change orders, confirming appropriateness, accuracy, and competitiveness of cost;
- (l) prepare analysis and recommendations for the Royal Thai Consulate-General as necessary and/or requested for cost savings and/or reduction of future operations costs;
- (m) conduct a review of the punch list items prepared by the A/E after their inspection of the work at substantial completion; and
- (n) conduct a follow-up inspection to ensure completion of all punch list items.

3.8.3 Peripheral Buy-Outs:

- (a) upon Royal Thai Consulate-General's request, assist in the scope development and acquisition/enhancement of the following:
 - (i) Security systems

- (ii) Telecommunications systems
- (iii) Wi-Fi
- (iv) Furniture
- (v) Miscellaneous equipment, as required for the Project

3.8.4 Post Construction and Project Closeout:

- (a) assess the conditions and the readiness for occupancy of the renovated office, in terms of safety and functionalized suitability in accordance with architectural and engineering principles, and relevant laws, rules, regulations, specifications, and practices of New York City, as well as the Ministry of Foreign Affairs of Thailand's Regulation on Public Procurement and Supplies Administration Overseas B.E. 2560 in consultation with the Project Committee(s);
- (b) coordinate with the design-builder to acquire all the necessary sign-offs, certificates of occupancy, certificates of completion for the Project and building so as to be able to legally and fully occupy and operate the building; and
- (c) coordinate delivery and assure completeness of all operations and maintenance manuals, warranties, guarantees, and extra stock materials, schedule training and instruction and Project turn-over meetings to building's maintenance and operations personnel.

4. Prior Experience and Qualifications

4.1 The Owner's Representative must possess the following experiences and qualifications:

4.1.1 Expertise in architecture, design, and renovation/construction of buildings in the United States and within the New York City metropolitan area together with references of working experience as an Owner's Representative on prior projects similar in scope, scale and nature for the office building renovation project, or having a team in which key personnel responsible for the project possesses such qualifications.

4.1.2 Expertise in the laws, rules, regulations, specifications, and practices pertaining to the renovation/construction of buildings, and, if required by New York State and/or local authorities (in the United States), hold relevant licenses or permits for performing the Owner's Representative services identified in this RFP.

4.1.3 Not having conflict of interests with other bidders nor engaging in any activities that will hinder the process of selecting the Owner's Representative in a fair manner.

4.1.4 Ability to devote required time and attention to the Project with sufficient working hours, personnel, and equipment until the completion of the Project.

4.1.5 Documented proof of successful completion of previous projects within their respective budgetary and time constraints.

4.1.6 No record of unfinished work(s) in the past 5 years.

4.1.7 Accurate and credible working records in local areas (New York City and/or other areas of the United States).

5. Project Location

The Royal Thai Consulate-General
351 East 52nd Street, New York, New York 10022

6. Timeframe/Required Completion Milestone

The Owner's Representative is required to administer the Project on the renovation of the Royal Thai Consulate-General's office building to be completed within the 24 (twenty-four)-month timeframe from the date of the contract signing, or, in case that the Project is not completed within 24 (twenty-four) months, until the renovated office is granted all relevant permits to be able to legally and fully operate.

7. Submission of Work

The Owner's Representative is expected to administer and complete the Project for the renovation of the Royal Thai Consulate-General's office building within the 24 (twenty-four)-month timeframe from the date of the contract signing or, in case that the Project is not completed within 24 (twenty-four) months, until the renovated office is granted all relevant permits to be able to legally and fully operate.

8. Liquidated Damages

The Owner's Representative acknowledges time is of the essence and that achieving completion of the Project a material condition of the RFP and eventual contract, and that if Owner's Representative fails to achieve completion of the Project on or before 24 (twenty-four)

months, Owner will incur damages as a result. The Royal Thai Consulate-General Owner and Owner's Representative agree that the amount of such damages is difficult to ascertain with any precision. Owner's Representative and The Royal Thai Consulate-General have attempted to estimate reasonable daily figures for liquidated damages, not to penalize the Owner's Representative for late completion, but to reasonably estimate probable losses and damages to The Royal Thai Consulate-General Owner in the event of late completion. In the event Owner's Representative does not achieve completion of the Project within 24 (twenty-four) months, and the reason for the failure to achieve completion within 24 (twenty-four) months is a result of the actions and/or omissions solely by the Owner's Representative and is responsible for the delay, then Owner's Representative shall pay The Royal Thai Consulate-General, as liquidated damages and not as penalty, an amount per day equal to one-hundredth percent (0.01%) of the amount due in each installment per calendar day for each day after the 24 (twenty-four) month duration has been exceeded until completion is achieved.

9. Budget

The total budget for the Project, inclusive of all costs, is the not to exceed amount of **FOUR HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED TEN DOLLARS (\$473,310)**.

10. RFP Process

10.1 The RFP and related documents will be available through the Royal Thai Consulate-General's bid website at: <https://newyork.thaiembassy.org/en/content-category/announcements>

10.2 Any questions or issues from prospective entities following the issuance of this RFP will be addressed by the Royal Thai Consulate-General as set forth below.

10.3 Following the receipt of Proposals, the Royal Thai Consulate-General will review and evaluate the scope of, and methods and procedures for, the Owner's Representative Services, as well as staffing plans and cost structures proposed to provide effective Owner's Representative Services for the Royal Thai Consulate-General. Past experience will also be reviewed through the references of each company, and accordingly, staffing and experience with other similar projects.

10.4 The Royal Thai Consulate-General may select one or more experienced and qualified entity(ies) to proceed with the negotiation process from those submitting Proposals. A major portion of the negotiations will include the proposed financial terms. All entities submitting a Proposal should be prepared to make a presentation to a committee of the Royal Thai Consulate-General. Each Proposal must detail the Owner’s Representative’s experience and expertise in order to allow the Royal Thai Consulate-General to properly and promptly evaluate each Proposal, and the failure to do so may cause the Royal Thai Consulate-General to reject said Proposal. The Royal Thai Consulate-General will select the Proposal, if any, that it deems most qualified to serve the best interests of the Royal Thai Consulate-General, in its sole and absolute discretion. The Royal Thai Consulate-General, in its sole and absolute discretion, reserves the right to request post-Proposal interviews from all, some or none of the entities submitting Proposals.

11. Selection Timeline

The Royal Thai Consulate-General’s anticipated timeline for its selection process is:

Issuance of this RFP	March 3, 2025
Deadline for Intent to Respond	10:00 a.m. – March 10, 2025
Deadline for written Requests for Clarifications	10:00 a.m. – March 17, 2025
Submit Proposals	March 31, 2025
Owner’s Representative Interviews and Presentations	April 7-11, 2025
Selection of Owner’s Representative	Week of April 28, 2025
Negotiation of Contract	May 1-June 30, 2025
Commencement of Services	Immediately upon award of Contract

PLEASE NOTE: THE ROYAL THAI CONSULATE-GENERAL RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO MAKE MODIFICATIONS TO THE ABOVE SELECTION TIMELINE AS IT DETERMINES TO BE IN ITS BEST INTEREST.

12. Proposal Submission Deadline and Requirements

12.1 The Due Date for electronic receipt of Proposals is:

March 31, 2025 at 10:00 a.m. local time (the “Due Date”)

**PROPOSALS WILL ONLY BE RECEIVED ELECTRONICALLY VIA
Email: building@thaicgny.com
BY THE DUE DATE FOR THE RECEIPT OF THE PROPOSALS.**

12.2 **Late Proposals**: Each Owner’s Representative is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The Royal Thai Consulate-General is not liable for any technical delays or performance. Provide for sufficient time to allow for technical delays.

12.3 **Returned Proposals**: All Proposals received after the Due Date will be unopened and made available to the respective Owner’s Representative for pick-up, at their sole cost and expense for a period of two (2) weeks.

12.4 **Signed Original Proposal**: Each Proposal must be signed by an authorized member of the Owner’s Representative’s firm. This member should be the highest ranking officer at the local level. NO ORAL or FAX Proposals will be accepted.

12.5 **Copies of Proposal**: Given that proposals are required to be submitted electronically, no hard copies are required.

**THE OWNER’S REPRESENTATIVE’S FEES FOR ALL SERVICES
DESCRIBED IN THIS RFP MUST BE FIXED IN ACCORDANCE
WITH THE TERMS AND CONDITIONS OF THE CONTRACT.**

12.6 **Opening of Proposals**: The Royal Thai Consulate-General will not be holding a public opening of the proposals. The proposals will be opened internally at the date/time they are due. No immediate decision will be rendered.

12.7 **E-Mail Clarifications**: The Royal Thai Consulate-General intends to communicate with Owner’s Representatives via electronic mail at building@thaicgny.com (e.g., RFP clarifications and addenda).

12.8 **Additional Requests For Clarification**: Prospective Owner's Representatives may request that the Royal Thai Consulate-General clarify information contained in this RFP. All such requests must be made in writing via the above email address.

12.9 **Restrictions On Communication**: From the issue date of this RFP until an Owner's Representative is selected and the selection announced, a prospective Owner's Representative shall not communicate about the subject of this RFP or an Owner's Representative's Proposal with the Royal Thai Consulate-General, any staff or employees, except for additional Requests For Clarification.

12.10 **Finality of Decision**: Any decision made by the Royal Thai Consulate-General, including the Owner's Representative selection, shall be final.

12.11 **Reservation of Rights**: The Royal Thai Consulate-General reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The Royal Thai Consulate-General further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to any other than the Owner's Representative(s) submitting the best financial Proposal (low bidder). The Royal Thai Consulate-General reserves the right to request additional information from any or all Owner's Representatives. The Royal Thai Consulate-General reserves the right to negotiate with the Owner's Representatives concerning their Proposals.

12.12 The Royal Thai Consulate-General reserves the right to select one or more Owner's Representatives to perform the Services on behalf of the Royal Thai Consulate-General. In the event Owner's Representative's Proposal is accepted by the Royal Thai Consulate-General and Owner's Representative asserts exceptions, special considerations or conditions after acceptance, the Royal Thai Consulate-General, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another Owner's Representative.

12.13 **Release of Claims**: Each Owner's Representative by submitting its Proposal releases the Royal Thai Consulate-General from any and all claims arising out of, and related to, this RFP process and selection of an Owner's Representative.

12.14 **Owner's Representative Bears Proposal Costs**: A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

12.15 **Irrevocability of Proposals**: All Proposals submitted shall not be withdrawn before the Due Date and shall be deemed irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth in Section 11 above.

12.16 **Collusive Bidding**: The Owner's Representative certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Royal Thai Consulate General

351 East 52nd Street,

New York, NY 10022

Website: <https://newyork.thaiembassy.org>

Email: building@thaicgny.com