

## **Section 1. Introduction**

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (the “Authority”) is a public benefit corporation of the State of New York created in 1968 that is responsible for the development and management of 92 acres of land located on the west side of lower Manhattan, bounded by Pier A to the South, the westerly extension of Reade Street to the North, the United States Bulkhead Line to the East and the United States Pierhead Line to the West (collectively, “Battery Park City”).

### **1.1 Background**

The Authority has overseen the development of approximately 10.2 million square feet of office space, a 500,000 square-foot commodities trading facility, various retail spaces, a marina, two hotels, a multiplex cinema, museums, three public schools, a public library, and approximately 8,900 residential units. In addition, more recently, the Authority leased Pier A from the City of New York for the purpose of restoring, developing, leasing and managing the landmark property at the southern end of Battery Park City. The last major piece of residential property within Battery Park City, two large residential buildings, is substantially complete and contains a community center owned by the Authority, more fully described hereafter.

The Authority has an affiliate entity, a not-for-profit corporation, the Battery Park City Parks Conservancy (the “Conservancy”), which maintains about 35 acres of public open space (which includes a mile long Esplanade along the Hudson River and several interior parks) and other spaces, such as the Rector Street and Tribeca Street Pedestrian Bridges, as well as provides public programming.

For more information regarding the Authority and the Conservancy please obtain a copy of the Authority and Conservancy’s most recently completed audited Financial Statements and a site map of Battery Park City, on the Authority’s official website at [www.batteryparkcity.org](http://www.batteryparkcity.org) and the Conservancy’s website at [www.bpcparks.org](http://www.bpcparks.org).

### **1.2 Purpose**

The Authority is issuing this request for proposals (“RFP”) because it intends to enter into a contractual agreement with a broker of record who will be responsible for marketing and program support services for the Authority and the Conservancy’s Employee Benefits program.

The required services, at a minimum, include policy placement, administrative services and consultative advice related to employment benefits and may also require claim support services. It may be necessary, at times, for consultative advice to come in the form of signed memoranda.

### 1.3 Program Structure

Plans may include, but are not limited to, the following:

- Vision
- Dental
- Short Term Disability-Statutory
- Short Term Disability-Enhanced Plan
- Short Term Disability-Voluntary
- Long Term Disability
- Life/AD&D Insurance
- Business Travel & Accident
- Mini Medical program for part-time employees
- Worker's Compensation

Currently, the Authority utilizes the services of its broker for the Authority's Risk Management Program (including property and casualty coverage) to place its disability and worker's compensation coverages. By this RFP, the Authority is seeking a firm with specific expertise in the areas listed above. The Authority will desire insurance and/or risk related advice relating to all employee benefit related insurance coverage.

**Note:** We are not requesting that brokers provide us with quotations for insurance premiums. However, we do request that brokers provide indications of the potential cost of the programs, as well as a description of how brokers will be compensated. ***Do not approach any markets on behalf of the Authority or the Conservancy at this time or you will nullify your participation in this process.***

### 1.4 Guidelines

Compensation for brokerage services may be on a fee or commission basis, but in either case the broker will be required to disclose all sources of revenue to be earned by the broker and/or its affiliated organizations in association with the placement of the insurance program and any services to be provided in support of that program.

The term of the broker contract resulting from this selection will be one year, with options for two (2) one-year renewals at the sole discretion of the Authority.

The Authority reserves the right to inquire as to the respondents' preferred markets at any time during the selection process. However, such inquiries should not be considered authorization to approach those markets nor a promise of assignment on the part of the Authority.

### 1.5 Questions and Responses

#### **Questions regarding this RFP:**

All questions regarding this RFP should be submitted in writing via email to the "Designated

Contact”: Linda Soriero, Administrative Assistant, Battery Park City Authority, One World Financial Center, 24th Floor, New York, NY 10281 Email: linda.soriero@batteryparkcity.org.

Questions should cite the particular proposal section and paragraph number they are referring to. Proposers should note that all clarifications and exceptions, including those related to the terms and conditions of the contract are to be resolved *prior to the submission of a proposal*. Answers to all questions of a substantive nature will be posted on the Authority’s website and attached to this RFP in the form of a formal addendum. Questions submitted after the deadline may not receive an answer.

The Authority will provide responses to all written questions timely submitted by email to the Designated Contact, Linda Soriero, by the date listed in Section 1.6.

**Questions regarding M/WBE participation, joint ventures and sub-contracting goals:**

For questions on M/WBE participation, joint ventures and sub-contracting goals **ONLY**, please contact “Designated Contact”: Mr. Anthony Peterson at 212.417.2337.

**Restricted Period**

Applicants are restricted from making contact with anyone other than the Designated Contacts specified above during the period from the time of publication of this advertisement through approval of the procurement contract by BPCA (the “Restricted Period”). Employees of BPCA are required to record certain contacts during the Restricted Period, including, but not limited to, any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity’s conduct or decision regarding the governmental procurement, and to make a determination of responsibility based, in part, upon any such contact. Failure to abide by this process may result in a finding of non-responsibility.

**1.6 Key Events and Dates**

**Issuance of RFP: 1/9/12**

**Deadline for RFP Questions: 1/23/12 (3:00 PM)**

**Deadline for Responses to RFP Questions: 1/27/12**

**Deadline for Posting Substantive Questions and Answers to Website: 1/27/12**

**Proposal Due Date: no later than 2/16/12 (3:00 PM)**

**Interviews: To Be Determined**

**Notice of Award: To Be Determined**

**Section 2. Engagement Requirements**

**2.1 Scope of Services**

The Authority and the Conservancy’s employee benefit program broker shall provide, at a minimum, the following services and additional services of a similar nature may also be required at the request of the Authority/Conservancy and in support of the Authority and the Conservancy’s programs:

## **Broker Services**

1. Program placement, which shall include taking the program to market and securing placement with carriers of appropriate size and financial strength on policy forms with terms and conditions that are equal to or broader than the terms and conditions of the expiring policies. The selected broker shall be authorized to represent and assist the Authority in all discussions and transactions with insurers, provided that the broker shall not place any insurance on behalf of the Authority unless authorized to do so in writing by the Authority.
2. Throughout the contract term continue to develop a strong understanding of the various operations and relationships between the Authority and the Conservancy to ensure that the program provides appropriate insurance coverage for the insureds, as their interests may appear.
  - a. Identify issues and exposures, potential gaps in coverage, and potential program improvements and, as appropriate, bring those to the attention of the Authority.
  - b. Negotiate with insurers on behalf of the Authority/Conservancy and keep the Authority informed of significant developments resulting from those negotiations.
3. Provide coverage summaries for all newly placed or renewed policies, along with updates explaining any changes to existing coverage and the basis upon which each carrier was selected.
4. Review policies and endorsements for accuracy and conformity to specifications and negotiated coverages.
5. Keep the Authority informed with written reports of significant changes and/or trends in the insurance marketplace and provide the Authority with an annual forecast of market conditions.
6. Monitor published financial information of the Authority's current insurers and alert the Authority when the status of one or more of those insurers falls below minimum financial guidelines.
7. Approximately six months after policy inception, provide a Customer Service status report summarizing the services provided to date, plans for additional service going forward, and any recommendations for the overall liability insurance program.
8. Approximately 120 days prior to policy expiration, present a recommended plan for program renewal/marketing, including time lines and assignments. Pending the Authority's approval of such plan, and on a schedule to be determined by the Authority, present same in an annual presentation to the clients.
9. In the event of any questions regarding the interpretation of the insurance policy

placed by the broker, at the Authority's request the broker will represent the Authority in any discussions with the insurer.

10. Meet with the Authority's key people designated by the Authority's Senior Vice President, Finance/Chief Financial Officer and Senior Vice President, Asset Management to discuss strategy and open items (such meetings are typically held on a quarterly basis).

### **Claims Services**

The Authority may request assistance with claims and therefore broker may be required to assign a dedicated claim representative who will act in the capacity of consultant to the Authority and as liaison between the Authority and the insurance carrier. Services could include:

1. Properly maintain pertinent data on all claim payments, both current and projected.
2. Lead/participate in quarterly claims status/planning meetings with Authority representatives, including at least two meetings at the Authority's offices annually.
3. Telephonic and electronic claims reporting systems.
4. Electronic access to claims status/management systems.
5. Provide monthly and quarterly computerized loss reports in a tailored format mutually agreed upon.

### **Administrative Services**

1. Process or facilitate the processing of certificates of insurance, as requested by the Authority.
2. Following placement, deliver binders prior to the expiration of the current policies.
3. Follow up with insurance carriers for timely issuance of policies and endorsements.
4. Provide the Authority with detailed, accurate invoices, including explanations of rating adjustments, dividends, and other factors effecting the calculation of premiums, fees/commissions, and other policy expenses.

### **Transitional and Return to Work Program**

1. Review all lost-time injuries for potential transitional work opportunities.
2. Assist the Authority to monitor and modify task assignments/job descriptions in order to ensure injured employee's progressive recovery.

3. Return to Work/Transitional Duty educational programs for administrators, supervisors, and employees.

### **Other Services/Program Elements**

1. Ergonomic loss control programs including on-site evaluations.
2. Development of written safety programs and guidelines as well as tools/software/materials needed to support those programs.
3. Provide consulting on claims handling and adjustment services for major or long term loss cases

### **Consultative Services**

Broker will provide specific evaluation and advice related to employee benefits. At the Authority's request, broker will deliver reports/signed memoranda expressing its professional opinion on such matters.

### **2.2 Minimum Qualifications**

1. The broker must have an understanding of the Authority's requirements and needs and experience with clients having operations of a size and type similar to the Authority's.
2. The broker must have the ability to perform risk identification, coverage, limits, loss, and pricing analysis required to effectively service the Authority and the Conservancy and strong knowledge of all aspects of the NYS Workers' Compensation insurance system including premium rating/audit and claims management/administration.
3. The broker must have at least 5 years of successful brokerage experience for commercial and/or government clients of a similar scope and size including relative experience with a similar NYS Workers' Compensation program.
4. Team members must have a minimum of 5 years industry experience in their subject area (loss control, claims, audit, broker services, etc.).
5. Markets will be limited to carriers with an A- rating or better by A.M. Best and brokers should be prepared to provide a list of their preferred markets immediately at the request of the Authority.
6. Broker must be able to meet the minimum insurance coverages specified in Section 12 of this RFP. Evidence of insurance must be submitted prior to execution of contract.

## 2.3 Certification Requirements

The Consultant shall possess, and provide a copy of, a valid and current New York State Insurance Department license.

Please note that all certified MBE/WBE firms submitting proposals to this RFP should be registered as such with the New York State Department of Economic Development. For firms that are not certified, but have applied for certification, please provide evidence of filing, including the filing date.

## 2.4 Other Technical Requirements

Software and technical systems capable of communication by electronic mail. The Consultant shall also possess the resources necessary to produce written reports, graphs/charts, attachments/exhibits, and other written documents in electronic form, and to transmit same by electronic means.

## Section 3. Content of Technical Proposal

### 3.1 Information to be Provided by Proposers

Following is a listing of the information required to be provided by the proposer. A technical proposal that does not provide all the information requested below may be subject to rejection. Provide the information in the same order in which it is requested.

Your technical proposal must contain sufficient information to assure the Authority of its accuracy. ***At no time during the course of the preparation of the proposal shall brokers access the commercial market place, with respect to the Authority's insurance requirements.***

1. Cover Letter -- Include in a cover letter, which will be considered an integral part of the proposal, the following items:

- a. The firm's name, address, telephone number, fax number, email address and web site address, if applicable.
- b. The name, title, telephone number, fax number and email address of the individual within the firm who will be the Authority's primary contact concerning the proposal.
- c. The identities of the primary staff proposed to provide services relating to this RFP.
- d. A statement to the effect that the firm is willing to perform all mandatory services identified in Section 2.1 above and will abide by the terms of the RFP, including any and all attachments. The individual(s) authorized to bind the firm

contractually must sign the cover letter. Indicate the title or position that the signer holds within the firm. The Authority reserves the right to reject a proposal that contains an unsigned cover letter.

## 2. Specific Qualifications

Provide the information described below:

- a. A description of the company organization, and the resumes of partners, principals, associates and other staff proposed to provide services to the Authority. Describe your organizational structure (e.g., how is staff assigned to an account?).
- b. Descriptive information demonstrating your company's qualifications for this engagement and a statement as to why your company should be selected. With specific regard to employee benefits and related insurance, describe the amount of time/resources your firm expends annually in this area, the number of years your firm has been conducting services in this area and how many staff-members are dedicated to this area of expertise.
- c. A detailed description of the firm's approach to providing the services outlined in Section 2.1 Scope of Services.
- d. A client list that includes clients of similar size and nature with details of the services provided. Please note experience working with New York City clients. Indicate names, addresses and phone numbers of at least five (5) clients and include at least three (3) references (of similar size and scope of the Authority).
- f. Detail the type and the scope of brokerage support services that will be offered to the Authority and indicate if you are committed to attending a quarterly risk management or Board meeting conducted by the Authority.
- g. Describe the Broker's capabilities with regard to the following:
  - (1) Describe your ability to stay on the leading edge of employment benefit and related insurance trends and communicate these trends to the Authority.
  - (2) Describe your ability to perform network analysis.
  - (3) Describe your ability to work with the Authority to develop and administer effective business plans for annual benefit renewals and budget forecasts.
  - (4) Describe your ability to proactively negotiate the best rates with existing and alternative carriers.
  - (5) Describe your ability to develop innovative plan design to maximize benefit value in relation to expense.
  - (6) Describe your ability to provide the Authority with consulting services in support of benefits plans and other HR services.



- (7) What are your resources to keep clients up to date with the latest occurrences and changes in legislation?
- (8) Describe in detail what steps are taken to evaluate vendor capabilities.
- (9) Describe your organizational approach to annual benefits renewals including your interaction/inclusion of clients to assure optimal results.
- (10) Describe your general approach to account services. Specifically address what distinguishes your support services and why these distinctions make you a good fit for our organization.
- (11) Are you able to provide comprehensive employee benefits statements?
- (12) Describe your ability to conduct employee education sessions.
- (13) Outline your firm's approach to monitoring insurer solvency.
- (14) Describe your safeguards to keeping client employee information confidential.

h. The Authority is committed to diversity and equal employment opportunities. Describe your firm's programs and policies relating to minority and women suppliers. Please include this information as an appendix to your response entitled "MBE/WBE Supplier Diversity Policies". Please provide the total number of employees in your company and include the numbers and percentages of minorities and women employed as officers, partners, principals, associates and other professional staff. Please provide this same information with respect to the personnel covering the Authority's account. In addition, if your firm is a MBE/WBE firm, please indicate so and provide documentation.

i. Information regarding your company's equal employment opportunity ("EEO") policies and practices. Include a statement of goals concerning recruiting and employment practices. Brokers should indicate how their selection would help achieve the goals of meaningful participation for minorities and women and minority and women-owned businesses ("M/WBE's") in its procurement activities, or arrangements or joint ventures with M/WBE's and a description delineating the respective responsibilities of the participants in any such arrangements. Proposers are required to provide their corporate EEO policy before selection.

j. Please provide audited financial statements for the last two (2) years.

k. Is your company a certified minority-owned or women-owned business? If so, by what entity are you certified? If not, describe any joint venture or other arrangements where your firm has participated with minority-owned or women-owned business, if any;

l. Indicate whether your company and/or any individual or legal entity in which it holds a ten percent or greater ownership interest, and any individual or legal entity that holds a ten percent or greater ownership interest in your firm, either (i) have any business operations in Northern Ireland, or (ii) have taken lawful steps in good faith to conduct business operations they have in Northern Ireland in

accordance with the MacBride Fair Employment Principles as set forth in Section 165(5) of the State Finance Law of New York State and will permit independent monitoring of their compliance with such Principles.

3. Additional Information – The proposer must also provide statements regarding the following:

a. The proposal submitted must contain a representation that the proposer is willing and ready to provide any services requested or required in a timely manner.

b. Disclose any potential conflicts of interest.

c. A statement to the effect that the price quoted is an irrevocable offer good for 120 days.

## **Section 4. Content of Cost Proposal**

### **4.1 Information to be Provided by Proposers**

1. Explanation and amount of the proposer's fee or commission, including the basis for calculation.

a. Provide information on annual fees required or any other proposed methods of compensation. Brokers may propose any fee arrangement (for each of 3 years) they choose, however, every firm must provide a proposed flat fee, inclusive of all services required by this RFP, (the Authority strongly prefers a flat annual fee arrangement). If brokers offer an alternative proposal in the form of a commission-based compensation, they should state the percentage of commission for each type of insurance and state the willingness of the firm to accept a flat fee arrangement and cap the fees or percentage of commission at a fixed amount.

b. Please provide a rate schedule of hourly fees your firm would charge for other/special projects outside the scope of this RFP. Please provide the basis for how these scheduled rates are calculated.

2. Proposers must complete and include all "Mandatory Forms" which can be found at the following URL address:

[http://www.batteryparkcity.org/pdf\\_n/Mandatory\\_Forms\\_Packet.pdf](http://www.batteryparkcity.org/pdf_n/Mandatory_Forms_Packet.pdf).

These forms include the following:

a. NYS Standard Vendor Responsibility Questionnaire –**Submit with the cost**

**proposal, one (1) original unbound set of a completed NYS Standard Vendor Responsibility Questionnaire with original ink signatures. Do not include the Standard Vendor Responsibility Questionnaire in the bound copies of the cost proposal.**

- The Standard Vendor Responsibility Questionnaire must be notarized and signed by the individual(s) authorized to bind the firm contractually. Indicate the title or position that the signer holds within the firm.

b. State Finance Law § 139 Form 1 – **one original unbound completed SFL 139 Form 1: Professional’s Certifications Pursuant to SFL § 139-j and § 139-k with original signature.** State Finance Law § 139 Forms 1 must be signed by the individual(s) authorized to bind the firm contractually.

c. W-9 form.

3. Certificates of Insurance per the contract, including evidence of Professional Liability/Errors & Omissions coverage.

## **Section 5. Evaluation of Proposals**

The selection process will begin with the review and evaluation of each of the written proposals. The purpose of this evaluation process is twofold: (1) to examine the responses for compliance with this RFP; (2) to identify the complying firms that have the highest probability of satisfactorily performing the scope of services at a reasonable cost to the Authority. The evaluation process will be conducted in a comprehensive and impartial manner. The evaluation will be conducted as set forth herein.

### **5.1 Preliminary Review**

The Authority reserves the right to reject and return to the proposer all proposals received after the RFP due date and time. All proposals will be reviewed to determine if they contain all required submittals specified in Section 3. Incomplete proposals may be rejected.

### **5.2 Evaluation**

Proposals will undergo an evaluation process conducted by a committee selected by the Authority (the “Committee”). The Committee will evaluate the proposals based upon the criteria for selection set forth below.

### **5.3 Interviews**

The Authority reserves the right to determine whether interviews will be necessary for any or all of the proposers. The purpose of the interview is to further document the proposer’s ability to provide the required services, and to impart to the Committee an

understanding of how specific services will be furnished. The proposed lead principal, as well all other key personnel proposed to provide the services must be present and participate in the interview. The interview will be evaluated on the basis of whether it substantiates the characteristics and attributes claimed by the proposer in its written response to this RFP and any other information requested by the Committee prior to the interview.

#### **5.4 Criteria for Selection**

The criteria for selection shall be:

1. (30%) Firm resources, organizational capability and capacity to perform the required services, interview feedback, quality/experience of assigned staff.
2. (30%) Demonstrated relevant experience and knowledge of the Authority and employee benefit programs of similar type, size, and scope.
3. (30%) Fee(s).
4. (10%) W/MBE proposed Utilization Plan (see Section 10 for contract goals).

#### **Section 6. Submission of Proposal**

Submit seven (7) copies of your proposal clearly marked “**Employee Benefits Insurance Broker**” **on or before 3:00 p.m. (according to BPCA’s time stamp) on February 16, 2012** in a sealed package addressed to Linda Soriero, Administrative Assistant, Battery Park City Authority, One World Financial Center, 24th Floor, New York, NY 10281 **delivered by messenger, overnight courier or certified mail**. Please do not wait until the last minute and please leave ample time for building security, as late proposals WILL BE REJECTED. Proposals submitted by fax or electronic transmission will NOT be accepted.

#### **Section 7. Important Information Affecting Proposers**

##### **7.1 Proposal Requirements**

1. A proposer may withdraw a proposal anytime prior to the final due date and time by written notification, signed by an authorized agent, to the Designated Contact, Linda Soriero. The proposal may thereafter be resubmitted, but not after the final due date and time. Modifications offered in any other manner, oral or written, will not be considered. The Authority will not be liable for any costs incurred by a proposer in the preparation and production of a proposal and/or an interview.
2. If a proposer fails, prior to the final due date and time for submission of proposals, to notify the Authority of a known error or an error that reasonably should have been known, the proposer shall assume the risk of proposing. If awarded the contract, the

proposer shall not be entitled to additional compensation or time by reason of the error or its late correction.

3. A proposer indicates its acceptance of the provisions and conditions enumerated in this RFP by submitting a proposal.

## **7.2 Battery Park City Authority Requirements**

1. By submitting a proposal, the proposer covenants that the proposer will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of lack of information.

2. The Authority shall not be obligated for any cost incurred by the proposer in proposal preparation or in activities related to the review of this RFP or any interview costs.

3. Other than the Designated Contacts, prospective proposers shall not approach Authority employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

## **7.3 Authority Rights and Prerogatives**

The Authority reserves the right to exercise the following prerogatives at anytime (without notice and without liability to any responding party or other parties for their expertise incurred in preparation of proposals or otherwise):

1. To accept or reject any or all proposals and amend, modify or withdraw this RFP.

2. To correct any arithmetic errors in the proposals.

3. To change the final due date and time for proposals.

4. To accept or reject any of the firm's employees assigned to provide services on this project and to require their replacement at any time.

5. To waive or modify any irregularities in proposals received after prior notification to the proposer. This will in no way modify the RFP or excuse the proposer from full compliance with its requirements.

6. To consider modifications to proposals at any time before the award is made, if such action is in the best interest of the Authority.

7. To request a revised cost proposal from firms selected as finalists.

8. To accept a proposal for the engagement containing other than the lowest cost proposal.

9. To interview proposers prior to selection.
10. To reject any proposal containing false or misleading statements, or that provides references that do not support an attribute or condition claimed by the proposer.
11. To negotiate or hold discussions with any responding party and to begin negotiations with the next most responsive proposer to this RFP should the Authority be unsuccessful in negotiating with the selected proposer within a reasonable time frame.
12. To amend, modify or withdraw, or cancel, in whole or in part, this RFP.
13. To require supplemental statements or information from any responding party.
14. To waive or revise any requirements of this RFP including extending the deadline for submission of proposals.
15. To accept or reject any proposal submitted for good cause or no cause.
16. To select as many or as few responding firms as it may select.

## **Section 8. Contractual Requirements**

### **1. Contract**

- a. By submitting a proposal, the successful proposer agrees to reference the RFP as part of the resulting contract.
- b. The Authority may award a contract for any or all parts of a proposal and may negotiate contract terms and conditions to meet agency program requirements consistent with the RFP.
- c. Award of a contract is subject to contract negotiation and approval of such contract by the appropriate Authority.

### **2. Interpretation**

The contract shall be construed and interpreted in accordance with the laws of New York State. New York State shall be the forum for disputes.

## **Section 9. Debriefing**

After completion of the selection process and agreement on terms with the selected broker, the Authority will notify the other firms. If a debriefing is required, please submit a written request to the Designated Contact, Linda Soriero, upon notification that the selection process has been concluded.

## **Section 10. MBE/WBE Policy**

In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto, the Organization has established separate goals for participation of New York State certified minority and women-owned business enterprises for all State contracts. We are required to implement the provisions of Article 15-A and 5 NYCRR Part 143 for all state contracts (1) in excess of \$24,000 for labor, services, equipment, materials or any combination for the foregoing and (2) in excess of \$100,000 for real property renovations and construction. For purposes of this procurement, the Organization hereby establishes a goal of 15% for Minority-owned Business Enterprises (MBE) participation and 15% for Women-owned Business (WBE) participation (we are happy to work with you to help you identify opportunities for M/WBE participation, joint ventures and sub-contracting). As a condition of this procurement, the Proposer and the Organization agree to be bound by the provisions of Section 316 of Article 15-A of the Executive Law regarding enforcement. Proposers must document "good faith efforts" to provide meaningful participation by certified M/WBE subcontractors in the performance of this contract. For guidance on how the Organization will determine a Proposer's "good faith efforts," refer to 5 NYCRR Section 143.8. Additionally, Proposers must refer to the list of Mandatory Forms on the Authority's website for a list of forms that must be provided in order to fully comply with Article 15-A of the New York State Executive Law and 5 NYCRR Part 143. Proposer also will submit with their proposal a copy of the company's EEO or Diversity policy along with a breakdown of all company staff by job classification, race and gender. For questions on M/WBE participation, joint ventures and sub-contracting goals ONLY, please contact Mr. Anthony Peterson at 212.417.2337.

## **Section 11. Non-Collusion**

By submitting a proposal, proposers hereby warrant and represent that any ensuing agreement has not been solicited or secured directly or indirectly in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, or gratuity or consideration of any kind, directly or indirectly, to any member of the Board, employee, officer or official of the Organization.

## **Section 12. Minimum Insurance Requirements**

Prior to commencing work under a contract, the selected broker shall obtain, at its own cost and expense, the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Authority. The policies or certificates thereof shall provide that thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Authority by registered mail, return receipt requested, addressed to the attention of Linda Soriero, Administrative Assistant for all of the following stated insurance policies. All notices shall name the broker, the Authority and

the Conservancy as named insureds, and identify the agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Authority, as to form of substance, or if a company issuing any such policy shall be or become unsatisfactory to the Authority, upon notice to that effect from the Authority, the broker promptly shall obtain a new policy, submit the same to the Authority for approval, and submit a certificate thereof. Upon failure of the broker to furnish, deliver and maintain such insurance, the agreement, at the election of the Authority, may be declared suspended or terminated. Failure of the broker to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the broker from any liability under the agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the broker concerning indemnification. All property losses shall be made payable to and adjusted with the Authority.

In the event that claims are filed by reason of any operations under the agreement, for which the Authority may be liable, in excess of the insured amounts provided herein, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the broker, until such time as the broker shall furnish such additional security covering such claims in a form of satisfactory to the Authority.

The required insurance to be carried by the broker includes, but is not necessarily limited to, Professional Liability/Errors & Omissions coverage with a minimum limit of liability per occurrence of \$15,000,000. Proposers must provide evidence of in-force Professional Liability/Errors & Omissions coverage with minimum limit of \$15,000,000, or provide proof of insurability with a current quote for limits required to increase existing coverage to \$15,000,000 upon notification of selection and prior to ratification of award.

All policies and certificates of insurance of the broker shall contain the following clauses:

1. Insurers shall have no right to recovery or subrogation against the Authority or the Conservancy (including its employees and other agents and agencies); it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
2. The clause "other insurance provisions" in a policy in which the Authority or the Conservancy is named as an additional insured, shall not apply to the Authority, the Conservancy, or the State of New York.
3. The insurance companies issuing the policy or policies shall have no recourse against the Authority or the Conservancy (including its agents and agencies as an aforesaid) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above-described insurance policies shall be assumed by and be for the account of and at the sole risk of the broker.



5. The Conservancy and the State of New York are additional insureds.
6. On occasion, the City of New York and other entities may need to be named as additional insureds.

### **Section 13. General Understandings**

1. The issuance of this RFP, the submission of a Proposal, the receipt of such Proposal by the Authority does not obligate the Authority in any manner whatsoever. Legal obligations will only arise upon full execution of formal written agreements by the Authority and the firm or firms selected to render services described herein.
2. Proposals in response hereto will be prepared at the sole cost and expense of the responding party.
3. This RFP and any agreement that may result from it are subject to all applicable laws, rules and regulations promulgated by any federal, state or local government having jurisdiction over the subject matter hereof, as the same may be amended from time to time.
4. Any contractual arrangements must be evidenced by a written agreement to be executed by the Authority and approved by the Authority's Senior Management.
5. The Authority reserves the right to request such additional information or materials as it may deem useful or appropriate to evaluate each firm's qualifications and past experience. Submission of proposal shall constitute the firm's grant of permission to the Authority to make such inquiries concerning the firm and its background, as the Authority in its sole discretion deems useful or appropriate. In the event that the Authority becomes aware of any material inaccuracy in the information supplied by a proposed firm, the Authority shall have the right to refuse to continue review of the proposal or to take any other action as shall be deemed appropriate by the Authority, in its sole discretion.
6. The review of a proposal submitted by a broker will create no legal or equitable rights in favor of that broker, including, without limitation, rights of enforcement or reimbursement. Failure by the Authority for any reason to select a broker as a result of this RFP will not create any liability on the part of the Authority or any of its members, officers, employees, agents, consultants or contractors. Submission of a proposal by a broker in response to this RFP will constitute a waiver by such broker of any claim against any of the forgoing for any cost incurred or for any matters arising hereunder or in connection with the review of such proposal by the Authority.
7. Public access to material submitted by the broker in response to this RFP shall be governed by the relevant provisions of the Freedom of Information Law ("FOIL"), Article

6 of the New York State Public Officers Law, and regulations adapted pursuant thereto. If a broker submits information that it believes to be a trade secret otherwise exempt from disclosure under FOIL, it must specifically identify such information and state in writing the reasons why the information should be exempt from disclosure.

8. The Authority will exclude those proposals that, in its sole judgment of the Authority, fail to demonstrate the necessary qualifications to undertake the assignment. The Authority will select the broker that, in the sole judgment of the Authority, most successfully demonstrates the necessary experience to undertake the assignment and best meets the needs and goals of the Authority.

9. Proposals must be signed by an authorized official and must also provide the name, title, address, and telephone numbers of individuals with authority to negotiate and contractually bind the broker, and who may be contacted during the period of proposal evaluation.

**10. Battery Park City Authority reserves the right to cancel or withdraw in whole or in part this RFP at its sole discretion. Proposers will be notified in the event the RFP is cancelled via the Battery Park City Authority website.**