



BATTERY PARK CITY AUTHORITY

REQUEST FOR PROPOSALS

FOR

Insurance Advisory Services

Table of Contents

Table of Contents.....2

I. SUMMARY3

II. DESCRIPTION OF BPCA3

III. SERVICES REQUIRED4

IV. KEY DATES, CONTRACT TERM AND MINIMUM QUALIFICATIONS.....4

 A. Key Dates4

 B. Anticipated Contract Term4

 C. Minimum Qualification Requirements5

V. GENERAL REQUIREMENTS5

 A. Questions regarding MBE/WBE participation, joint ventures and sub-contracting goals.....5

 B. Restricted Period.....5

 C. Submission of Proposals.....5

 D. Mandatory Forms.....6

VI. PROPOSAL FORMAT AND CONTENTS.....6

 A. Proposal Format.....6

 B. Proposal Content.....6

 C. RFP Questions7

 D. RFP Additional Information Request.....8

 E. Cost Proposal8

VII. THE EVALUATION PROCESS9

 A. Objectives9

 B. Interviews.....9

 C. Evaluation Criteria for Selection9

 D. Basis for Contract Award10

VIII. NON-COLLUSION10

IX. IRAN DISINVESTMENT ACT10

X. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE10

EXHIBIT A12

EXHIBIT B.....14

EXHIBIT
C.....16

I. SUMMARY

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (“BPCA”) and the Battery Park City Parks Conservancy Corporation (“BPCPC”, and with BPCA, the “Organization”) requests proposals (each individually, a “Proposal” or collectively, the “Proposals”) from firms (each individually, a “Proposer” or collectively, the “Proposers”) to provide insurance advisory and risk management consulting services to the Organization. Insurance advisory and risk management consulting services shall include, but not be limited to the provision and/or performance, as necessary, of: (i) review of insurance policies to ensure consistency with broker agreements; (ii) review and update of the Organization’s risk management assessment; (iii) guide on types and amounts of insurance coverage needed and other related matters for new and existing projects and Requests for Proposals; (iv) advice regarding the form and content of official BPCA and BPCPC documents and contracts as they relate to the identification, allocation, and insuring of risks; (v) technical assistance to the Organization in its selection of broker services for property, casualty and employee benefits, and direction to such broker; (vi) a current schedule of insurance for the Organization, updated periodically; (vii) assistance in insurance audits; and (viii) cooperation and assistance with respect to claims management.

Minority-Owned Business Enterprises (“MBE”) and Women-Owned Business Enterprises (“WBE”) are encouraged to submit Proposals.

This request for proposals, the attachments and any additional information submitted herewith, (collectively, the “RFP”) does not obligate the Organization to complete the selection and contract award process. The Organization reserves the right to: (i) accept or reject any and all Proposals; (ii) request additional information from any or all Proposers to assist the Organization in its evaluation process; (iii) amend or withdraw this RFP prior to the announcement of the selected firm; and (iv) award the proposed services, in whole or in part, to one or more firms. In case of an amendment to the RFP, all Proposers will be provided with a copy of any such amendment(s) and will be afforded the opportunity to revise their Proposals in response to the RFP amendment.

II. DESCRIPTION OF BPCA

BPCA is a public benefit corporation created in 1968 under the laws of the State of New York for the purpose of financing, developing, constructing, maintaining, and operating a planned community development of the Battery Park City site as a mixed commercial and residential community.

Under the Battery Park City Authority Act (the “Act”), BPCA has the following powers, among others: to borrow money and to issue negotiable bonds, notes or other obligations and to provide for the rights of the holders thereof; to acquire, lease, hold, mortgage and dispose of real property and personal property or any interest therein for its corporate purposes; to construct, improve, enlarge, operate and maintain Battery Park City; to make bylaws for the management and regulation of its affairs, and, subject to agreements with bondholders, for the regulation of Battery Park City; to make contracts and to execute all necessary or convenient instruments, including leases and subleases; to accept grants, loans and contributions from the United States, or the State of New York or the City of New York (the “City”), or any agency or instrumentality of any of them, or from any other source and to expend the proceeds for any corporate purpose; to fix, establish and collect rates, rentals, fees and other charges; and to do all things necessary or convenient to carry out the powers expressly granted by the Act. BPCA has no taxing power.

Since its inception, BPCA has caused the staged development of Battery Park City, in individual parcels, creating a richly diversified mixed use community providing residential and commercial space, with related amenities such as parks, open spaces, plazas, recreational areas and a waterfront esplanade. Most individual parcels of land in Battery Park City were developed into residential and commercial buildings by tenants (“Ground Lease Tenants”) under long-term ground leases with BPCA. The Ground Lease Tenants are responsible for the maintenance, insurance and defense and indemnification of BPCA with regard to those leased parcels.

One of BPCA's key responsibilities under the Act is to operate, maintain and repair the parks and open spaces in and around Battery Park City's residential and commercial areas. This function has been delegated by BPCA to the Battery Park City Parks Conservancy Corporation ("BPCPC") through a written Management Agreement. BPCPC carries out its mission by maintaining 36 acres of parks, playgrounds and open spaces, including a mile-long waterfront esplanade. BPCPC also develops programs and manages public events for the Battery Park City community. BPCA owns and has built out a commercial condominium unit in a residential building in Battery Park City, which serves as the BPCPC headquarters.

To obtain a copy of BPCA's most recently completed audited financial statements, please visit BPCA's official website at www.batteryparkcity.org. The audited financial statements and related reports found on BPCA's website will provide you with an overview of BPCA, which may be helpful in understanding the services required. For an overview of BPCPC's operations, please visit its website at www.bpcparks.org.

III. SERVICES REQUIRED

- A. The selected Proposer shall be responsible for performance of all services detailed in the Scope of Work, attached hereto as Exhibit A.
- B. All work to be performed by the selected Proposer shall be performed under the supervision of a Partner or Project Manager in charge of this engagement (the "Lead Partner" or Project Manager"), who must ensure that the work completed for the Organization is performed competently and in a timely manner.

IV. KEY DATES, CONTRACT TERM AND MINIMUM QUALIFICATIONS

A. Key Dates

The following is a list of key dates, up to and including the date Proposals are due to be submitted, which is subject to change at the Organization's discretion:

- Request for Proposals issued: Friday, March 27, 2015
- Pre-Proposal meeting: Monday, April 6, 2015 at 2:00 p.m. Meeting Location: BPCA Offices, 200 Liberty Street, 24th Floor, New York, NY 10281 (attendance is highly recommended)
- Deadline to submit questions to the Organization: Friday, April 10, 2015 by 4:00 p.m. (by email only)
All questions regarding this RFP should be submitted in writing via email to the "Designated Contact": Maria Ellison, Battery Park City Authority, at Maria.Ellison@bpca.ny.gov.
- Deadline for the Organization's response to substantive questions: Friday, April 17, 2015 (by email)
- **DUE DATE FOR RESPONSES TO RFP: April 24, 2015 by 3:00 p.m. (the "Due Date")**
- Selection and notification of successful Proposer: To be determined.
- Contract start date: To be determined.

B. Anticipated Contract Term

It is anticipated that the term of the contract awarded pursuant to this RFP (the "Contract") will be a period of one (1) year. The Organization reserves the right to terminate the Contract at any time, with or without cause, upon thirty (30) days written notice. The Organization reserves the right to terminate the Contract at any time, without prior notice, if the partner identified in the Proposal as the Lead Partner/Project Manager for this engagement ceases to be employed by the selected Proposer.

C. Minimum Qualification Requirements

The following are the Minimum Qualification Requirements for this RFP. **Proposals that fail to comply with these requirements will be rejected.**

- 1) The Proposer must be licensed to do business in the State of New York; and
- 2) The Proposer must be an independent risk management and insurance consultant and may not be affiliated or associated with any insurance company, agency or brokerage firm. The Proposer may not have any financial relationship with or receive any benefit from any insurance company, agency or brokerage firm for work related to this engagement.

V. GENERAL REQUIREMENTS

A. Questions regarding MBE/WBE participation, joint ventures and sub-contracting goals

Please see **Exhibit C** (attached) for contractor requirements and procedures for business participation opportunities for New York State certified MBEs/WBEs and equal employment opportunities for minority group members and women.

For questions relating to MBE/WBE participation, joint ventures and sub-contracting goals ONLY, please contact “MBE/WBE Designated Contact” Mr. Anthony Peterson at 212.417.2337, Anthony.peterson@bpca.ny.gov.

B. Restricted Period

Proposers are restricted from making contact with anyone other than the Designated Contact or MBE/WBE Designated Contact specified above during the period from the date of publication of the notice of this RFP in the New York State Contract Reporter through approval of the Contract by the Organization (the “Restricted Period”). Employees of the Organization 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 Organization’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 that the firm is a non-responsive Proposer.

C. Submission of Proposals

Proposals are due no later than 3:00 p.m. on April 24, 2015.

Proposers must submit ten (10) paper copies of their Proposals and one (1) electronic PDF copy in a sealed package clearly marked “**Proposal Enclosed – Insurance Advisory and Risk Management Services**” to the Designated Contact **by messenger, overnight courier or certified mail** to the following address:

Maria Ellison
Battery Park City Authority
200 Liberty Street, 24th Floor
New York, NY 10281

The Organization is not responsible for any internal or external delivery delays that may cause any Proposal to arrive beyond the stated Due Date. To be considered, Proposals must arrive at the time and place specified herein and be time stamped by BPCA’s time stamp prior to the Due Date. Please leave ample time for building security, as late Proposals will not be accepted. Proposals submitted by fax or electronic transmission will NOT be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting a second, amended

Proposal, clearly labeled “**Amended Proposal Enclosed – Communications and Media Relations Services,**” as long as the amended Proposal is submitted by the Due Date.

Public access to Proposals shall be governed by the relevant provisions of the Freedom of Information Law, Article 6 of the New York State Public Officers Law, and regulations adopted pursuant thereto.

D. Mandatory Forms

Proposers must complete and include with their Proposal all “Mandatory Forms,” which can be found at the following URL address: http://www.batteryparkcity.org/pdf_n/Mandatory_Forms_Packet.pdf, by the Due Date.

These Mandatory Forms include the following:

1) NYS Standard Vendor Responsibility Questionnaire – **Submit with the Cost Proposal (as described below), 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 copies of the Cost Proposal.** The NYS 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.

2) 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.

3) W-9 form.

4) Statement of Non-Collusion.

5) Diversity Forms.

VI. PROPOSAL FORMAT AND CONTENTS

A. Proposal Format

The Proposal must be printed on 8½” x 11” paper. Pages should be numbered. The Proposal will be evaluated on the basis of its content, not length and should be limited to no more than ten (10) single sided pages, exclusive of the Transmittal Letter and the Appendices listed below. The Organization reserves the right to disqualify Proposals that fail to comply with any of these instructions.

B. Proposal Content

A Proposal in response to this RFP must include the following sections in the order listed:

1) Transmittal Letter, as follows:

The Proposal must include a signed Transmittal Letter from a person within the firm who is authorized to bind the firm, preferably the Lead Partner or Project Manager. **Transmittal Letters must be signed. Proposals with unsigned Transmittal Letters will be rejected.**

The Transmittal Letter must include a representation by the Proposer that, except as disclosed in the Proposal, no officer or employee of the Proposer is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFP.

- 2) Executive Summary.
- 3) Firm's discussion of its understanding of the Services Required (see Section III).
- 4) Firm's Responses to the RFP Questions and RFP Additional Information Request, set forth below.
- 5) Firm's Cost Proposal, as described below.
- 6) Firm's response to the question regarding the use of New York State businesses set forth in Section X of the RFP.

C. RFP Questions

- 1) Briefly describe your firm's background, size, and history as it may be relevant to the Services Required. If your offices are located in more than one city, indicate which office will provide the services.
- 2) Describe the relevant services your firm provides, particularly those that may not be offered by other firms. Include a description of what brokerage services your firm offers, if any and how you are compensated for such services (e.g. commission, flat fee).
- 3) Describe your experience in providing comparable insurance advisory services and cite at least three client examples. Please also describe your strategy when providing such services.
- 4) Describe your experience in providing risk management assistance to those requested herein and cite at least three client examples. Please also describe your strategy when providing such assistance.
- 5) Please describe your experience working with insurance brokers, particularly those that have serviced government entities.
- 6) Please describe experience in working with claims submitted to FEMA, if any.
- 7) Within the past three years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.
- 8) How does your firm identify and manage conflicts of interest?
- 9) Has your firm or any of the firm's partners/employees been disciplined or censured by any regulatory body within the last five years? If so, please describe the relevant facts.
- 10) Within the last five years, has your firm, or a partner or employee in your firm, been involved in litigation or other legal proceedings relating to the provision of communications and media relations services? If so, please provide an explanation and the current status or disposition of the matter.
- 11) Are there any potential conflict of interest issues in representing the Organization?
- 12) List any professional or personal relationships your firm's consultants/employees may have with BPCA's Board and/or staff members of BPCA and BPCPC. A list of such Board and Staff members is attached in Exhibit D.
- 13) List all employees you intend to assign to this engagement and the area(s) of specialization for each employee. Describe the role of each employee who will be assigned to this engagement.
- 14) Identify the Lead Partner or Project Manager who will be the primary contact and lead personnel in providing services to the Organization, and who will be listed as a "key person" in any contract with the Organization.
- 15) Identify the members of your proposed team and describe each member of the proposed team's experience with similar work for other public agencies and authorities, with a particular emphasis on New York State agencies and authorities.
- 16) Describe your firm's "backup plan" in the event one or more of the employees assigned to this engagement leave the firm.
- 17) In the past five years, have any public sector clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client and each such client's in-house counsel's name, address and telephone number.
- 18) Please provide any additional information that would serve to distinguish your firm from other firms and that you believe may be relevant to this RFP and your capability to perform the services requested.

- 19) Do any portion of your firm's fees or compensation for any project or assignment come from commissions or other payments related to the sale of insurance products, and does your firm ever receive compensation on any basis other than hourly fees based upon agreed-upon rates?
- 20) Describe all services provided by your firm.
- 21) Does your firm have any exclusive or favored relationships with any particular insurance carriers?

D. RFP Additional Information Request

1) Insurance:

- a. Do you impose any limitations on liability through your contracts?
- b. Describe the levels of coverage for any insurance your firm carries. List the insurance carrier(s) or provide an insurance certificate showing your firm's coverage in accordance with the following:
- Professional Liability Insurance – a minimum of \$5,000,000 limit;
 - Valuable Papers Insurance;
 - Commercial General Liability Insurance – limits shall not be less than \$1,000,000 per each occurrence and \$2,000,000 in the aggregate, with Products/Completed Operations limits of not less than \$1,000,000;
 - Excess Liability – shall not be less than \$5,000,000 limit; and
 - Comprehensive Crime/Employee Dishonesty Insurance – a minimum of \$1,000,000 limit
 - Workman's Compensation and New York State Disability Benefits Insurance shall not be less than Statutory Limits.

Note the limits to be shown in the certificate should be the overall limits carried by your firm and not restricted to the minimum amounts shown above.

The costs of the insurance shall be included in the Proposal. BPCA, BPCPC and the State of New York shall be listed as Additional Insured on CG 2010 (11/85) or similar form and should be included as such on all subcontracts. Policies should contain no limitations/exclusions for Labor Law claims.

2) Appendices:

- a. Include professional biographies for all employees listed in your proposal.

3) References:

Please provide the name, address, and phone number of at least three (3) client references for whom your firm has performed similar work to that requested in this RFP.

E. Cost Proposal

Each "Cost Proposal" must include three components:

- fixed price should be for each of the items identified as 'Deliverables' in Exhibit A
- Monthly rate for the sum of the activities identified as 'Ongoing' in Exhibit A
- Time and materials rate schedule for the activities identified as 'Ad Hoc' in Exhibit A

The Cost Proposal, regardless of whether it is bound, must be submitted in its own separate envelope within the sealed package containing all other Proposal documents. For the avoidance of doubt, the Cost Proposal must be submitted separately and unbound from the remainder of the Proposal documents. Please provide two (2) copies of the Cost Proposal.

VII. THE EVALUATION PROCESS

A. Objectives

The primary objective of the evaluation process is to select a firm that:

- Demonstrates a thorough understanding of the scope of the engagement and the specific responsibilities that it entails;
- Possesses adequate resources to handle assigned responsibilities and to handle unforeseen circumstances that may arise;
- Has the capacity to provide personnel who have relevant experience and skills, and are highly diligent, responsible and professional personnel such that they will be able to perform the Services Required;
- Maintains high ethical standards and has an unblemished reputation;
- Has no conflict of interest between its representation of the Organization and that of other clients.

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) examining the responses for compliance with this RFP and (2) identifying the complying firms that have the highest probability of satisfactorily performing the Services Required at a reasonable cost to the Organization. The evaluation process will be conducted in a comprehensive and impartial manner. The evaluation process will be conducted by a committee of the Organization's employees selected by the Organization (the "Committee"). **The Committee will evaluate the Proposals based upon the evaluation criteria for selection set forth below.**

The Organization reserves the right to reject and return unopened to the Proposer any Proposal received after the RFP Due Date. All timely submitted Proposals will be reviewed to determine if they contain all required submittals specified herein. Incomplete Proposals may be rejected.

B. Interviews

The Organization reserves the right to determine whether interviews will be necessary for any or all of the Proposers. The purpose of an interview is to further document a Proposer's ability to provide the Services Required, and to impart to the Committee an understanding of how specific services will be furnished. The proposed Lead Partner and Project Manager, as well all other key personnel proposed to provide the services must be present and participate in the interview. The Proposer will be evaluated on the basis of whether the interview substantiates the characteristics and attributes claimed in the written response to this RFP and on the basis any other information requested by the Committee prior to the interview.

C. Evaluation Criteria for Selection

Selection will be based upon the following criteria:

1.) Technical evaluation factors:

- | | |
|--|--------------------|
| a. <u>Understanding of the Scope</u> | <u>20 %</u> |
| b. <u>Approach to the Work:</u> | <u>20%</u> |
| c. <u>Demonstrated relevant experience with governmental entities comparable to the Organization or with entities having similar risk profiles to the Organization:</u> | <u>30 %</u> |
| d. <u>Staff Qualifications and Experience:</u> | <u>20%</u> |
| e. <u>Proposed MBE/WBE utilization plan (the "Utilization Plan"):</u> | <u>10%</u> |

2.) Cost Proposal evaluation.

D. Basis for Contract Award

The Contract will be awarded to the highest technically rated Proposer whose Proposal is determined to be responsive and in the best interests of the Organization, subject to a determination that the Cost Proposal is fair and reasonable and represents the best value to the Organization given the requirements of the Project.

VIII. NON-COLLUSION

By submitting a Proposal, Proposers hereby warrant and represent that any ensuing Contract 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 Contract 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 of directors, employee, officer or official of the Organization.

IX. IRAN DIVESTMENT ACT

By submitting a Proposal or by assuming the responsibility of any Contract awarded hereunder, Proposers hereby certify that they are not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the New York State Office of General Services website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certify that they will not utilize any subconsultant that is identified on the Prohibited Entities List on this Contract. The selected Proposer agrees that should it seek to renew or extend any Contract awarded hereunder, it must provide the same certification at the time the Contract is renewed or extended. The selected Proposer also agrees that any proposed assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before BPCA may approve a request for assignment of the Contract.

During the term of any Contract awarded hereunder, should BPCA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, BPCA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the New York State Iran Divestment Act of 2012 within 90 days after the determination of such violation, then BPCA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the selected Proposer in default of the awarded Contract.

BPCA reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with the selected Proposer should it appear on the Prohibited Entities List hereafter.

X. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Proposers for this Contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their contracts. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State businesses be used in the performance of this contract? Yes No

If yes, identify New York State businesses that will be used and attach identifying information.

EXHIBIT A

Scope of Work

The selected Proposer (“Consultant”) shall perform work including, but not limited to the items listed below:

A. Deliverables:

1. Develop standard insurance language and set of insurance requirements to be used as a template for the Organization’s Requests for Proposals, contracts, licenses and permits.
2. Conduct a Risk Management Assessment (the “Assessment”) to identify and quantify the range of the Organization’s risk exposure, evaluate the Organization’s tolerance for risk, and recommended suitable risk mitigation and/or reallocation strategies and insurance coverage levels. In conducting the assessment. The Consultant will:
 - a. Gather information and documents about the Organization which relate to and impact the insurance coverages of the Organization
 - b. Review the Organization’s insurance policies and provide comments and recommendations on coverage and cost
 - c. Determine, based on the information provided, whether there are any material, uninsured risks, significant untreated liabilities or gaps in insurance coverage that pose a significant threat to the financial stability of the Organization
 - d. Review the schedule of locations, values at risk and exposures to calibrate the risks and coverage afforded through the coverage the Organization currently purchases
 - e. Review the loss information for the last five years and how those losses may impact premium, and deductibles
3. Verify Certificate of Insurance compliance for 31 ground lessees and approximately 110 capital contractors and consultants; includes review and summary of related agreements, review of COI with identification of non-compliant areas, and correspondence sufficient to obtain compliant evidence of Insurance.

B. Ongoing work:

1. Keep a current schedule of insurance, updated periodically as appropriate, on file and providing related information to the Organization upon request.
2. Provide a biweekly status summary to the Organization regarding insurance and risk highlights as well as status of work and budget information for the contracted work.
3. Conduct a monthly meeting with the Organization’s stakeholders to review work contained herein.

C. Ad hoc on call work:

1. Provide policy guidance for policy renewals, including obtaining/reviewing updated underwriting information, identifying exposures, obtaining and providing binders to the Organization.
2. Review scopes of work for Requests for Proposals and contracts in order to provide guidance on appropriate insurance information and requirements.

3. Liaise with the Organization's Brokers to make modifications to insurance policies or issue new policies.
4. Provide technical assistance to the Organization in its selection of broker services for property, casualty and employee benefits as needed.
5. Assist with insurance audits and/or claims management as needed.
6. Provide other insurance advisory services as needed

Please note that the Organization is not seeking insurance brokerage services through this RFP.

EXHIBIT B**Current Insurance Schedule**

OBU	Coverage	Insurance	Expiration	Limits
Pier A	1F	Landmark American Insurance Co.	8/30/2015	\$3 million e
Pier A	1F	Ironshore Indemnity Company	8/30/2015	\$3 million e
Pier A	1F	Houston Casualty Company	8/30/2015	\$3 million e
Pier A	1F	Liberty Surplus Insurance	8/30/2015	\$3 million
Pier A	Property – 1 st Excess	Aspen Specialty Insurance	8/30/2015	\$10 million
Pier A	Property – 1 st Excess	Markel	8/30/2015	\$12 million
Pier A	Property 1 st Excess	Scottsdale Insurance Company	8/30/2015	\$26 million
Pier A	Boiler & Machinery	C N A	8/30/2015	\$10 million
Real Estate Ops	Automobile	State Farm Insurance	7/15/2015	\$1 million
Real Estate Ops	Property 1F	Lexington	6/30/2015	\$102,185,375
Real Estate Ops	Flood	Hartford	1/29/2016	\$500,000
Real Estate Ops	Flood	Hartford	1/29/2016	\$500,000
Real Estate Ops	Crime & Fidelity	Hartford Fire Co.	6/30/2015	\$5 million
Real Estate Ops	Management Liability – Package Policy	Illinois National	6/30/2015	\$15 million
Real Estate Ops	General Liability	Covington Specialty Insurance	6/30/2015	\$1 million
Real Estate Ops	General Liability	Federal insurance	6/30/2015	\$1 million
Real Estate Ops	Umbrella – 1 Primary	Torus National Insurance Co	6/30/2015	\$10 million
Real Estate Ops	Umbrella – 1 Primary	Federal insurance	6/30/2015	\$25 million
Real Estate Ops	Umbrella – 1 st Excess	National Surety	6/30/2015	\$25 million
Real Estate Ops	Umbrella – 2 nd Excess	Berkeley Insurance Company	6/30/2015	\$25 million
Real Estate Ops	Umbrella – 3 rd Excess	Westchester Fire	6/30/2015	\$25 million
Real Estate Ops	Umbrella – 4 th Excess	Federal insurance	6/30/2015	\$25 million
Real Estate Ops	Umbrella – 5 th Excess	National Surety	6/30/2015	\$25 million

Real Estate Ops	Workers Compensation	NYSIF	7/1/2015	Statutory
Real Estate Ops	Disability	Lincoln	8/1/2015	Statutory

EXHIBIT C

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MBEs/WBEs AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR §§140-145, BPCA recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified MBEs/WBEs and the employment of minority group members and women in the performance of BPCA contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether MBEs/WBEs had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (the “Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of MBEs/WBEs in state procurement contracting versus the number of MBEs/WBEs that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified MBEs/WBEs program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that BPCA establish goals for maximum feasible participation of New York State Certified MBEs/WBEs and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MBEs/WBEs

For purposes of this solicitation, BPCA hereby establishes an overall goal of 30% for MBE/WBE participation, 15% for MBE participation and 15% for WBE participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the Contract must document good faith efforts to provide meaningful participation by MBEs/WBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that BPCA may withhold payment pending receipt of the required MBE/WBE documentation. The directory of New York State Certified MBEs/WBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562>. For guidance on how BPCA will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MBE/WBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and BPCA may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MBEs/WBEs had Contractor achieved the contractual MBE/WBE goals; and (2) all sums actually paid to MBEs/WBEs for work performed or materials supplied under the Contract.

By submitting a bid or Proposal, a Proposer agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MBEs/WBEs by submitting evidence thereof through the New York State Contract System (the “NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting BPCA. Please note that the NYSCS is a one stop solution for all of your MBE/WBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet the Proposer’s MBE/WBE requirements please see the attached MBE/WBE guidance from the New York State Division of Minority and Women’s Business Development, “Your MWBE Utilization and Reporting Responsibilities Under Article 15-A.”

- A. Additionally, a Proposer agrees to submit a Utilization Plan with their bid or Proposal as evidence of compliance with the foregoing. Any modifications or changes to the Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Utilization Plan and submitted to BPCA.

- B. BPCA will review the submitted Utilization Plan and advise the Proposer of BPCA's acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to BPCA, at the address specified in this RFP, or by facsimile at 212-417-2279 a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by BPCA to be inadequate, BPCA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MBE/WBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or Proposal.
- D. BPCA may disqualify a Proposer as being non-responsive under the following circumstances:
 - 1) If a Proposer fails to submit a Utilization Plan;
 - 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
 - 3) If a Proposer fails to submit a request for waiver; or
 - 4) If BPCA determines that the Proposer has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE/WBE identified within its Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to the Contract award may be made at any time during the term of the Contract to BPCA, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's MBE/WBE Contractor Compliance & Payment Report to BPCA on a monthly basis over the term of the Contract documenting the progress made toward achievement of the MBE/WBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or Proposal in response to this RFP, the Proposer/Contractor agrees with all of the terms and conditions of the attached M/WBE – Equal Employment Opportunity Policy Statement. The Contractor is required to ensure that it shall and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon, except where such work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract or (ii) employment outside New York State.

The Proposer further agrees to submit a MBE/WBE and Equal Employment Opportunity Policy Statement, Form # 4, to BPCA with their Proposal.

To ensure compliance with Article 15-A, Proposer further agrees, where applicable, to submit with the Proposal, a staffing plan identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to BPCA a workforce utilization report identifying the workforce actually utilized on the Contract, if known, through the NYSCS; provided, however, that a Proposer may arrange to provide such report via a non-electronic method by contacting BPCA.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other New York State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as are allowed by the Contract.

For questions on MBE/WBE participation, joint ventures and sub-contracting goals ONLY, please contact Mr. Anthony Peterson at 212.417.2337.



Your MBE/WBE Utilization and Reporting Responsibilities Under Article 15-A

The New York State Contract System (“NYSCS”) is your one stop tool compliance with New York State’s MBE/WBE Program. It is also the platform New York State uses to monitor state contracts and MBE/WBE participation.

GETTING STARTED

To access the system, please login or create a user name and password at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to your contract’s project manager. For verification, in the email, include your business name and contact information.

VENDOR RESPONSIBILITIES

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MBE/WBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MBE/WBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support** >> link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on all features of the NYSCS. You may also click on the **Help & Tools** icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the “Knowledge Base” through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562>).

For more information, contact your project manager.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

MBE/WBE AND EEO POLICY STATEMENT

I, _____ (the “Contractor”), agree to adopt the following policies with respect to the project being developed at, or services rendered to, the Battery Park City Authority (“BPCA”).

MBE/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MBE/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively soliciting bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MBE/WBE contractor associations.
- (2) Requesting a list of State-certified MBEs/WBEs from BPCA and soliciting bids from these MBEs/WBEs directly.
- (3) Ensuring that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MBEs/WBEs.
- (4) Where feasible, dividing the work into smaller portions to enhance participations by MBEs/WBEs and encourage the formation of joint venture and other partnerships among MBE/WBE contractors to enhance their participation.
- (5) Documenting and maintaining records of bid solicitation, including those to MBEs/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting MBE/WBE contract participation goals.
- (6) Ensuring that progress payments to MBEs/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives are developed to encourage MBE/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing diversity programs to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of BPCA, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2015

By _____

Print: _____ Title: _____

_____ is designated as the Contractor's Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (MBE/WBE - EEO) program.

MBE/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

___% Minority Business Enterprise Participation

___% Women's Business Enterprise Participation

EEO Contract Goals (if applicable)

___% Minority Labor Force Participation

___% Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

EXHIBIT D

LIST OF BOARD MEMBERS

Dennis Mehiel
Donald Cappocia
Frank Branchini
Martha Gallo
Lester Petracca

LIST OF BPCA & BPCPC EMPLOYEES

Battery Park City Authority Staff

Elsa Alvarez
Davina Anderson
Kathleen Bailey
Nidia Blake Reeder
Freddy Belliard
Nidia Blake Reeder
Marc Brotman
Lauren Brugess
Anthony Buquicchio
Deshay Crabb
Daniel Curiale
Gwendolyn Dawson
Maria Ellison
Robin Forst
Joseph Ganci
Julissa Garcia
Luis Garcia
Abigail Goldenberg
Neresa Gordon
Sonia Henry
Angela Howard
Shari C. Hyman
Benjamin Jones
Susie Kim
Karl Koenig
Michael Lamancusa
Della Lee
Leandro Lafuente
Evelin Maisonet
Kevin McCabe
Brenda McIntyre

Shinay McNeill
Bertha Narcisse
Robert Nesmith
Siu May Ng.
Dahlia B. Pena
Anthony Peterson
Alix Pustilnik
Robert Quon
Anthony Robinson
Andrea Rodriguez
Decorey Rowe
Robert Serpico
Rekha Sewraj
Seema Singh
Linda Soriero
John Tam
Alexis Torres
Sharon Wade
Angela Whitehead
Kenneth Windman
Bingxin Zheng

Battery Park City Parks Conservancy Staff

Dana Anders
Anthony Andriano
Stephen Arciold
Scott Birdseye
Nancy Buivid
Monica Centeno
Betty Chin
Adam Choper
Carlton Chotalal
Kevin Colon
Marie Corneille-Baptiste
Gilbert DePadua
Paul Diaz-Larui
Abigail Ehrlich
Evelyn Evans
Richard L. Faraino
Eric Fleisher
Patrick Greene
Evelyn Gregg
Robert Hansen
Nicole Heater
Sankar Heerah
Craig Hudon
Tessa Huxley

Amy Jogie
Roland Kemp
Kurtis King
Betzayda Laboy
Tony Lee
Marianna Lerner
Luis Lopez
Robert Maggi
Evonne Marche
Rickeshia Martin
Phillip Mason
Ellen McCarthy
Princess McNeill
Vanessa Mesine
Yoshihiro Nishida
Hector Oyola
Willem Paillant
Gladys Pearlman
Churman Persaud
Bruno Pomponio
Sandra Power
Madelin Ramirez
Lenore Reuter
Manuel Rivera
Nelson Rogers
Jose Rosado
Holly Ross
Sebastian Rozalski
Carlos Santiago
Jean Schwartz
Lindsey Senn
Sean Simon
Kemnarine Singh
Timothy Skipper
Kareem Starks
Jerome Sturiano
Ryan Torres
Kenneth Toto
Douglas Van Horn
Noe Velasquez
Antonio Velez
Evangelio Villalobos
Peter Wheelwright
Arthur White
Eric White
Al Wright
Jouli B. Yohannes