

Real Property Services  
Questions and Answers  
Posted to DASNY.org 2/21/19

1. The RFP does not include the insurance provisions mentioned as an attachment. Could you direct me to where I can find the insurance provisions so that our risk management department can review? **Please see the insurance portion from our professional services contract below (ARTICLE 8 – INSURANCE REQUIREMENTS).**
2. How can we become a part of your contact list for residential brokers?  
**Apply to this RFP. You can specify that you only handle residential real estate under your scope of services.**
3. The RFP does not include the insurance provisions mentioned as an attachment. Could you direct me to where I can find the insurance provisions so that our risk management department can review? **Please see the insurance portion from our professional services contract below (ARTICLE 8 – INSURANCE REQUIREMENTS).**
4. Please provide insurance requirements for the contract. **Please see the insurance portion from our professional services contract below (ARTICLE 8 – INSURANCE REQUIREMENTS).**
5. Please share specific portfolio information with regard to lease roll, commercial vs. residential, geography and rental obligations. **DASNY is unable to provide specific portfolio information, however, the current portfolio includes over 200 leases with a mix of commercial and residential properties throughout New York State.**
6. Please confirm if an interview will be required.  
**This has not been determined yet. Depends on the RFP responses.**
7. Can you provide a list of all the agencies, in addition to OASAS, OMH and OPWDD, that DASNY is responsible for leasing, acquiring or disposing of real estate, thus falling under this contract? **Those are the primary Agencies, however, it's possible any of DASNY's other clients may require real estate assistance. If you have a conflict with other NYS Agencies that should be noted in your proposal.**
8. Can you provide a list of all the leases which will fall under this contract, with expiration dates, square footages, escalated rents, and option terms (if any) that would expire during the term of this contract? **No. Unable to provide specific portfolio information, however, the current portfolio includes over 200 leases with a mix of commercial and residential properties throughout New York State.**
9. Will DASNY's lease at 1 Penn Plaza fall under the purview of this contract when awarded? **This agreement would qualify DASNY to use a broker for their own offices, if needed.**
10. If multiple service providers are selected, is there a criteria reflecting how work will be assigned? **Assignments will be given based on geographic area, availability and experience in certain areas of expertise.**
11. What areas are in the DASNY portfolio? **Throughout NYS.**

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12. Can you give more specificity regarding clients and locations of the work? **The majority of the clients would be through the NYS Mental Hygiene Agencies such as OMH, OPWDD, OASAS but could also include work for any of DASNY's clients.**
13. The RFP states that DASNY's intent is to enter into contracts with more than one firm to provide real property services. Are there any current DASNY real estate vendors? And if so, can you disclose who are the vendors? **This RFP is for assignments moving forward.**
14. Diversity questionnaire. Should the Demographic Profile be completed for Avison Young or just Avison Young - New York LLC (which will be handling the assignment). Do you require Demographic Profiles for our affiliated team members? **The evaluations are just for those handling the assignment.**
15. Will there be one contract per selected-vendor, or will there be multiple contracts for individual projects and/or services? **There will be multiple contracts, however, assignments will only be given to one firm at a time.**
16. Does this RFP cover real estate services provided to DASNY for DASNY-leased/owned real estate? **Yes, this RFP covers real property services for DASNY leased/owned real estate.**
17. Section 4.1 Tab 1.d - The RFP states that the cover letter should include "A statement indicating the firm's/team's preference for compensation in the form of commission(s) or fee(s) paid by DASNY." Is this for a specific service(s)? **You should specify for each service you provide and how you would expect to be compensated.**
18. Section 4.1 Tab 4 – We cannot find an attached Sample Insurance Certificate & Requirements. **Please see the insurance portion from our professional services contract below (ARTICLE 8 – INSURANCE REQUIREMENTS).**
19. Does DASNY desire to retain a team of firms who can service a larger geographic coverage area, or is the preference to make an award to multiple firms individually? **A Team approach to cover a large geographic area is fine if that is part of the proposal. However, the plan is to contract with multiple firms so as to be able to ensure there is good coverage throughout NYS.**
20. Is participation of MBE/WBE/SDVOB firms an evaluation criteria? **There are no MWBE/SDVOB sub-consulting opportunities. Just the Diversity Questionnaire that evaluates the diversity within the proposing firms.**
21. Does DASNY have specific goals or requirements for involvement of MBE/WBE/SDVOB firm? **There are no numeric MWBE/SDVOB goals associated the procurement. The MWBE goal of 30% & SDVOB sub-consulting/subcontracting of 6% have been reduced by the MWBE Chamber to 0%, and OPG because there are no sub consulting opportunities. It is the expectation of DASNY to contract with multiple Brokers and some of those selected will be MWBE/SDVOBs Primes on this procurement.**

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22. Please provide the "Sample Insurance Certificate & Requirements" referenced in Section 4.1 of the RFP. **Please see the insurance portion from our professional services contract below (ARTICLE 8 – INSURANCE REQUIREMENTS).**
23. Will the Authority extend the deadline for submission of proposals to allow proposers sufficient time to prepare responsive proposals? **There are no plans to extend the deadline at this time.**
24. Do we need to submit on all services described in the scope of services (Section 2.1 Scope of Services)? **Submit on all services you are willing and able to provide.**
25. Can we submit a compliant response for just select portions of the scope of services (Section 2.1 Scope of Services)? **Yes**
26. Section 4.1 Cost Proposal – Tab 1 (d) & (e) seem to conflict. Can you please clarify? Are you asking proposers to select either (d) or (e) as the proposed method of compensation? **No, you should respond to both (d) and (e) as they are for different scenarios.**
- a. Is (d) intended to apply just to services where the commission is typically paid by our client (i.e. selling or subleasing property on DASNY's behalf)? **This is for fees paid by DASNY. Either a typical commission rate or methodology for calculated rates on special assignments.**
  - b. Is (e) intended to apply to a sale where DASNY functions as the seller/landlord? **No, this is where DASNY is the tenant/buyer. The statement is confirmation that all fees will be collected from the seller/buyer and not DASNY.**
27. Provide a list of properties detailing:  
Location  
Size (SF)  
Property Type (commercial, residential etc.)  
Owned vs. Leased  
Lease expirations, and % occupancy  
**Most of the properties we work on are for our Client's needs so we are not at liberty to publicize those addresses. However, typically, commercial spaces range from 5,000 SF to 20,000 SF but that can also vary. Residential properties may range from apartments to houses.**
28. What does DASNY perceive to be the three to five high-priority upcoming projects? Are there any Mission Critical Facilities? **All of our Clients' needs are mission critical. We are not at liberty to discuss specific projects, however, we do foresee several projects that need to be worked on in the upcoming year.**
29. Does DASNY wish for the new manager to place the existing operations/maintenance staff on the manager's payroll at each property? If so, is the staff part of an existing collective bargaining unit? **No. We do not foresee this scenario occurring.**
30. How many tenants/residents at each property? **This varies on the type of use and program our client requires for each individual site so this question cannot be answered generically.**

31. We have a question relating to Section 4. Tab 1. d. In order to assemble the appropriate team members and help determine preference for compensation, it would be helpful to know some of the details regarding DASNY's real estate portfolio of owned, leased, or subleased assets. Would you be able to provide the addresses for each location as the associated square footage? **No. Most of the properties we work on are for our Client's needs so we are not at liberty to publicize those addresses. However, typically, commercial spaces range from 5,000 SF to 20,000 SF but that can also vary. Residential properties may range from apartments to houses.**

The following section is in repose to all insurance questions:

### ARTICLE 8 – INSURANCE REQUIREMENTS

- 8.1 The Professional shall purchase and maintain, at its own expense,, insurance policies containing the following types of coverages and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract For Professional Services by the Professional or by anyone directly or indirectly employed by the Professional, or by anyone for whose acts the Professional may be liable. The Professional shall obtain all the insurance required under this Contract for Professional Services and provide the Owner or the Owner's designee proof of insurance in such forms as requested and deemed acceptable by the Owner, indicating the Project, and showing evidence of all insurance required under this Contract for Professional Services prior to the Effective Date (defined in Paragraph 3.1 of Article 3 of Chapter 1) of this Contract for Professional Services:
- (i) Workers' Compensation Law Requirements
    - (a) Workers' Compensation (including occupational disease) and Employer's Liability Insurance. Full New York State (NYS) Workers' Compensation and Employer's Liability coverage shall be provided as evidenced by **ONE** of the following (**ACORD certificates are not acceptable**):
      - (1) C-105.2 (September 2015, or most current version) - Certificate of NYS Workers Compensation Insurance Coverage. The insurance carrier will provide a completed form as evidence of in-force coverage.
      - (2) U-26.3- (or any replacement) NYS Insurance Fund Certificate of Workers Compensation Coverage. The NYS Insurance Fund will provide a completed form as evidence of in-force coverage.
      - (3) GSI-105.2 (2/02 or most current version) - -Certificate of Participation in Workers Compensation Group Board-approved self-insurance. The NYS Workers' Compensation Board's Self Insurance Office or the contractor's Group Self Insurance Administrator shall provide a completed form.
      - (4) SI-12 (5/09 or most current version) Affidavit Certifying That

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Compensation Has Been Secured. The NYS Worker's Compensation Board's Self-Insurance Office or the Professional's Self-Insurance Administration shall provide a completed form.

- (b) Disability Benefits insurance. Full NYS Disability Benefits coverage for the benefit of such employees as are required to be covered by the NYS Disability Benefits Law shall be provided and evidenced by one of the following certificates:
  - (1) DB-120.1 (September 2015, or most current version) – Certificate of Insurance Coverage under the NYS Disability Benefits Law. The insurance carrier shall provide a completed form as evidence of in-force coverage.
  - (2) DB-155 (9/16) - Compliance with Disability Benefits Law. The NYS Workers' Compensation Board's Self Insurance Office shall provide a completed form.
  - (3) CE 200 - Certificate of Attestation of Exemption. (Note: This form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by law. DASNY will *not* accept this as an exemption from providing Workers' Compensation Insurance.) The Certificate may be obtained from the NYS Workers Compensation Board's website at <http://www.wcb.state.ny.us>. The CE-200 cannot be used for multiple projects. Therefore, a new form will have to be completed prior to award of any subsequent contract.
  
- (i) Commercial General Liability (CGL) insurance. The CGL insurance policy shall cover the liability of the Professional for bodily injury, property damage, and personal/advertising injury arising from performance of the Professional Services or operations or presence at or in the vicinity of the Site of the Project. The policy shall utilize ISO form CG 00 01 12 07 or a form providing equivalent coverage. The limits under such policy shall not be less than the following: the limit for each occurrence shall be at least \$2,000,000; the general aggregate limit shall be at least \$2,000,000; the personal and advertising injury limit shall be at least \$1,000,000; and the Products Completed Operations limit shall be at least \$2,000,000. The limits may be provided through a combination of primary and umbrella and/or excess liability policies. Coverage shall provide and encompass at least the following:
  - (a) If the Professional proposes the use of a policy other than the ISO form CG 00 01 12 07, the Professional shall provide the proposed policy to the Owner which, in its sole and exclusive discretion, will determine whether the proposed policy provides equivalent coverage. The Professional shall pay the Owner any attorney fees and other costs incurred by the Owner in determining whether the proposed policy provides equivalent coverage. Owner will select

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the attorney providing advice on the proposed policy.

- (b) ISO Endorsement Forms CG 20 10 11/85 and CG 20 37 10 01, or their equivalents, specifically naming the Owner, the Client, [and] the Construction Manager, if applicable, [and *Procurement staff to enter names of specific Additional Insured(s) here for each contract*] as Additional Insureds, and for form CG 20 37 10 01 or its equivalent, specifically listing the Project location.
- (c) If the Professional proposes the use of an endorsement or endorsements other than the ISO Endorsement Forms CG 20 10 11/85 and CG 20 37 10 01, the Professional shall provide the proposed endorsement(s) to the Owner which, in its sole and exclusive discretion, will determine whether the proposed endorsement(s) provides equivalent coverage. The Professional shall pay the Owner any attorney fees and other costs incurred by the Owner in determining whether the proposed endorsement(s) provide equivalent coverage. Owner will select the attorney providing advice on the proposed endorsement(s).
- (d) Additional Insured status for the Owner, Client, and Construction Manager, if applicable, shall apply during the Products/Completed Operations phase and during the course of providing the Professional Services.
- (e) Excavation, Collapse and Underground Hazards.
- (f) Independent contractors/subcontractors.
- (g) Blanket Written Contractual Liability covering all indemnity agreements, including all indemnity obligations contained in this Contract for Professional Services, and covering tort liability of another assumed in a contract.
- (h) Products and Completed Operations coverage for a term of no less than three (3) years commencing upon issuance by the Owner of the Notice of Physical Completion.
- (i) Premises liability.
- (j) Defense and/or indemnification obligations, including obligations assumed under this Contract for Professional Services.
- (k) Cross liability for additional insureds
- (l) Liability resulting from Section 240 or Section 241 of the NYS Labor Law.
- (m) ISO Endorsement CG 25 03 11 85 or its equivalent applying the policy's general aggregate limit separately to the Project.
- (n)

Policy or policies must be written or endorsed to be primary and non-contributory as respects the coverage afforded the Additional Insureds and such policy shall

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be primary to any other insurance maintained by DASNY. Any other insurance maintained by DASNY shall be excess of and shall not contribute with the Professional's or its Subconsultant's insurance, regardless of the "other insurance" clause contained in DASNY's own policy of insurance.

- (iii) Commercial Comprehensive Automobile Liability covering all owned, leased, hired and non-owned vehicles used in connection with the Work with combined single limits of not less than one million Dollars (\$1,000,000.00) per each person/each accident for bodily injury and property damage.
- (iv) Umbrella and/or Excess Liability policies used to comply with CGL, Automobile Liability and Employers Liability limits shown above may be warranted to be in excess of limits provided by primary CGL, Automobile Liability and Employer's Liability.
- (v) Professional Liability, with limits of not less than two million Dollars (\$2,000,000.00) each claim/\$2,000,000 annual aggregate subject to a deductible or self insured retention of not more than one hundred thousand Dollars (\$100,000.00) per claim or an amount acceptable to the Owner. Design professionals shall maintain policy coverage for a period of three years following the final acceptance of the Project by the Owner.
  - (a) If applicable, Asbestos Professional Liability, with a limit of two million dollars (\$2,000,000.00) each claim/\$2,000,000 annual aggregate and a maximum self-insured retention of one hundred thousand Dollars (\$100,000.00) or an amount acceptable to the Owner.
  - (b) If applicable, Environmental Engineers and Consultants Professional Liability, with a limit of two million dollars (\$2,000,000.00) each claim/\$2,000,000 annual aggregate and a maximum self-insured retention of one hundred thousand Dollars (\$100,000.00), or an amount acceptable to the Owner, for Professionals involved in the removal, repair, installation and testing of underground petroleum storage tanks or in petroleum remediation operations, or Professionals engaged in or performing Work related to excavation, loading, transporting or unloading of hazardous and/or contaminated materials.
  - (c) If applicable, should the Professional exercise design delegation under the terms of Article 7.15, of Chapter Two of this agreement, then the Professional shall require as part of the Contract Documents, the delegatee design professional to obtain professional liability insurance with limits of not less than two million Dollars (\$2,000,000.00) each claim/\$2,000,000 annual aggregate subject to a deductible or self insured retention of not more than one hundred thousand Dollars (\$100,000.00) per claim or an amount acceptable to the Owner. The Professional shall specify the above requirements as part of the Contract documents and shall require the delegatee design professional to submit proof of insurance in the amount identified above. This submittal shall be required prior to any receipt of documents prepared by the delegatee design

professional.

## 8.2 General Insurance Requirements

- 8.2.1 Unless otherwise required, each insurance policy except the Professional's professional liability policy:
- (i) shall be issued by an insurance company licensed to do business in the State of New York by the New York State Department of Financial Services and rated at least A- by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner in its sole and exclusive discretion;
  - (ii) shall be maintained until the Owner issues the Notice of Physical Completion of the Project or terminates this Contract for Professional Services, except where this Contract for Professional Services requires an insurance policy to be maintained for a period beyond issuance of the Notice of Physical Completion or termination of this Contract for Professional Services in which case such insurance policy shall be maintained in force for the specified period beyond issuance of the Notice of Physical Completion or termination of this Contract for Professional Services;
  - (iii) shall be written on an occurrence basis except where this Contract for Professional Services explicitly allows otherwise; and,
  - (iv) shall be evidenced by a certificate of insurance acceptable to the Owner which provides that the coverage evidenced thereby shall not be a reduction in the limits of liability or canceled without thirty (30) days' prior written notice to the Owner.
- 8.2.2 Should the Professional fail to provide or maintain any insurance required by this Contract For Professional Services, the Owner may, after providing written notice to the Professional, purchase insurance covering the Professional and charge back such purchase to the Professional.
- 8.2.3 At any time that the coverage provisions and limits on the policies required per Article 8 of Chapter One – Project Terms and Conditions do not meet the provisions and limits set forth therein, the Professional shall immediately cease work on the Project. The Professional shall not resume work on the Project until authorized to do so by the Owner. Any delay or time lost as a result of the Professional not having insurance required by this Contract for Professional Services shall not give rise to a delay claim or any other claim against the Owner or the Client
- 8.2.4 The Professional shall secure, pay for and maintain Property Insurance coverage for the protection against the loss of owned, borrowed or rented equipment and tools, including any tools owned by employees, and any tools or equipment owned, borrowed or rented by the Professional. The requirement to secure and



maintain such insurance coverage is solely for the benefit of the Professional. Failure of the Professional to secure such insurance or to maintain an adequate level of coverage shall not render the Additional Insureds, or their agents and employees responsible for any losses, and the Additional Insureds, their agents and employees shall have no such liability.

- 9.1.5 Neither the procurement nor the maintenance of any type of insurance by the Owner and the Professional shall in any way be construed or be deemed to limit, discharge, waive or release the Professional from any of the obligations and risks accepted by the Professional or to be a limitation on the nature or extent of said obligations and risks.
- 9.1.6 The same conditions as are applicable to the Professional under these insurance requirements shall be applicable to the Professional's Subconsultants. However, the Professional shall keep the Subconsultant Certificates of Insurance on file and produce them upon the demand of the Owner.
- 9.1.7 The Professional and its Subconsultants shall not violate, or permit to be violated, any term or condition of their insurance policies, and shall at all times satisfy the safety requirements of the Owner and the insurance companies issuing such policies. The Professional shall take every precaution against injuries to persons or damage to property. The Professional shall establish and maintain safety procedures in connection with its work as required by the current New York State Labor Law and regulations of the Occupational Safety and Health Administration as applicable.
- 9.1.8 Notwithstanding any other provision of this Article, the Owner may require the Professional to provide, at the expense of the Owner, any other form or limit of insurance necessary to secure the interests of the Owner.

## **9.2 Professional Liability Insurance Requirements**

- 9.2.1 The Professional's professional liability policy(ies):
  - (i) shall be issued by an insurance company licensed to do business in the State of New York and rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner;
  - (ii) shall be kept in force throughout performance of the Professional's services and for five (5) years after the end of such performance if on a claims-made policy;
  - (iii) may be a claims-made policy; and,
  - (iv) shall be evidenced by a certificate of insurance acceptable to the Owner.

The Professional shall purchase at its sole expense extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is canceled or not renewed. Written proof of this extended reporting period must be provided

to the Owner prior to expiration or cancellation.

9.2.2 If applicable, as referenced in Chapter One of the Contract for Professional Services, Article 7, iv (a), the Professional's Asbestos Professional Liability policy:

- (i) shall provide coverage of the Professional's negligence, errors or omissions in rendering or failing to render services of an engineering or consulting nature arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing asbestos, and the failure to advise of or detect the existence or the proportions of asbestos.

9.2.3 If applicable, as referenced in Chapter One of the Contract For Professional Services, Article 7, iv (b), the Professional's Environmental Engineers and Consultants Professional Liability policy:

- (i) shall provide coverage of the Professional's negligence, errors or omissions in rendering or failing to render services of an engineering or consulting nature arising out of their environmental engineering or consulting.

### **9.3 Certificates Of Insurance**

Certificates of Insurance must be submitted by the Professional and approved by the Owner prior to the commencement of the Work. Certificates of Insurance shall provide for thirty (30) days written notice to the Owner prior to the cancellation, non-renewal, change in deductible or self-insured retention requirements, or a reduction of benefits of any policy. Submission of the Certificates of Insurance constitutes a warranty by the Professional that the insurance coverage described is in effect for the policy term shown. Upon the request of the Owner, the Professional shall furnish the Owner with certified copies of each policy.

### **9.4 Effect Of Insurance**

Compliance with insurance requirements shall not relieve the Professional of any responsibility to indemnify the Owner for any liability to the Owner as specified in any other provision of this Contract For Professional Services and the Owner shall be entitled to pursue any remedy in law or equity if the Professional fails to comply with the contractual provisions of this Contract For Professional Services. Indemnity obligations specified elsewhere in this Contract For Professional Services shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

### **9.5 Priority**

Insurance coverage (including any deductible or self-insured retention) required from persons or entities other than the Owner or the Owner's Related Parties shall be deemed primary to any coverage provided by the Owner or the Owner's Related Parties.

**8.7 Property Damage Disclaimer**

The Owner shall not be liable, and shall provide no insurance, for any loss or damage incurred by the Professional or its Subconsultants, or by their agents and employees, to tools, machinery, equipment and other property owned by them, regardless of whether such losses are insured by them. The Professional hereby releases and discharges the Owner and its Related Parties of and from all liability to the Professional, and to anyone claiming by, through or under the Professional, by subrogation or otherwise, on account of any loss or damage to such tools, machinery, equipment or other property, however caused.