



New York City Housing Development Corporation

Request for Proposals (“RFP”) for Moving Services

March 06, 2023

Overview

The New York City Housing Development Corporation (“HDC” or the “Corporation”), with offices located at 110 William Street in downtown Manhattan, is seeking proposals from qualified moving firms for its New York City office relocation project.

This project will include the relocation of contents, equipment, and other specified items. HDC will be relocating from 110 William Street, New York, NY to 120 Broadway, New York, NY.

HDC, established in 1971 under the laws of the State of New York, is a corporate governmental agency constituting a public benefit corporation. The Corporation is also a tax-exempt organization. The Corporation was created for the purpose of financing affordable multi-family housing in the City of New York. The Corporation finances significant amounts of its activities through the issuance of bonds, notes and debt obligations.

HDC looks forward to partnering with the selected moving firm to accomplish smooth relocation to its new space at 120 Broadway.

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Request for Proposals (RFP) for Moving Services

From: 110 William Street – 9th & 10th Floors

To: 120 Broadway – 2nd & 3rd Floors

I. PROJECT DESCRIPTION

HDC has leased two floors at 120 Broadway totaling 110,000 square feet. The space will include private offices, workstations, file rooms, storages, boardroom, conference rooms, team meeting rooms, phone rooms, breakout rooms and a café.

HDC will be implementing a two phased project relocation from 110 William Street to 120 Broadway to be completed in June 2023. The selected vendor will be expected to start working on the project immediately upon award. HDC is relocating approximately 200 staff, existing furniture, file cabinets, shelving systems and IT equipment from the 9th and 10th floors at 110 William Street to the 2nd and 3rd floors at 120 Broadway in lower Manhattan.

Two-phase move:

Phase 1:

HDC's existing equipment, furniture, file cabinets, guest chairs, bookcases, shelving systems for storage areas, office plants, office and mailroom supplies, IT equipment, etc.

Phase 2:

Employees' personal belongings and files, documents from each department.

The scope of work will include the following services:

- Packing & Unpacking Services
- Project management services
- Disassembly and reinstallation of existing furniture
- Assist with the liquidation of the existing furniture and e-waste process:
 - sold to used-furniture dealers
 - donated to charitable organizations
 - recycled or discarded
- Assist with miscellaneous IT equipment moves to areas within HDC's new space at 120 Broadway.

To assist bidders in preparing responses to this solicitation, a walkthrough of both sites is required to be scheduled during **the week of March 13, 2023**, by submitting a request to HDCOSBIDS@nychdc.com.

For security and transparency, bidders intending on attending the walkthrough must submit the following information: Company's name and the name, title, telephone number and e-mail address of a maximum of two representative(s) who will be attending.

FAILURE TO REGISTER AND ATTEND THE SCHEDULED WALKTHROUGH WILL PRECLUDE BIDDERS FROM SUBMITTING A PROPOSAL.

II. BID RESPONSES:

SUBMISSION

All proposals must be received no later than 3 PM on Wednesday, March 29, 2023. Proposals received after the inquiry closing date will be deemed late and will not be considered. Participating vendors will be required to submit one electronic copy of their proposal, along with Appendices and a Doing Business Data Form, by email to HDCOSBIDS@nychdc.com. Other submission formats will not be accepted.

Please note that if awarded the contract, the Corporation will require a contract agreement. All bidders must submit their form of contract to be reviewed by HDC together with their RFP submission.

REQUESTS FOR INFORMATION

Any inquiries regarding this RFP must be submitted via email to HDCOSBIDS@nychdc.com. Inquiries and questions will be accepted through **3 PM on Friday, March 17, 2023**.

HDC will issue responses to all questions, inquiries and any other corrections, amendments, and the like which it deems necessary in written addenda to all bidders by **Wednesday, March 22, 2023**.

NON-BINDING RFP

The issuance of this Request for Proposal ("RFP"), and the submission of a proposal by the firm or the acceptance of such proposal by HDC, does not obligate HDC, and/or any other party identified or implied in any manner whatsoever. Legal obligations will only arise upon the execution of formal agreements by HDC and the firm selected to render services described herein.

HDC reserves the right to amend, modify, postpone or withdraw this RFP; to waive any requirement of this RFP; to require supplemental statements and information from proposing entities, to accept or reject any or all proposals received as a result of this RFP; to extend the deadline for submission of proposals; to negotiate with any proposing entity which responds to this RFP; to hold discussions with any proposing entity; and to correct deficient proposals which do not completely conform to the instructions given in this RFP. HDC may exercise such rights at any time without notice and without liability to any proposing entity or other parties for their expenses incurred in preparation of the proposal. In its review, HDC may accept a proposal but require modification or negotiation of scope. Although discussions may be conducted with proposing entities submitting acceptable proposals, awards may be made without discussion.

The scope of services described in this RFP provide the most current and accurate descriptions of services sought by HDC. However, at the time contracts are executed, programmatic changes may result in changes to the scope of services.

All documents presented in response to this RFP will become the property of HDC. The Corporation is subject to the New York State Freedom of Information Laws ("FOIL") and as such HDC shall release all records subject to FOIL without notice or consent of responder.

The proposal must disclose any other employment or situation which may create a conflict of interest if your firm were to be selected, including any relationship that the firm or any of its employees may have with HDC. Please describe any such relationship in your proposal or affirmatively state that no such relationship exists.

Note: Please also see the attached **Appendix** for additional requirements to be included in an Appendix to the proposal.

ADDITIONAL REQUIREMENTS

Goals:

- Execution of Services within the contracted lump sum fixed professional services fee
- Accurate and continual internal and external communication
- Collegial project team collaboration.

General Baseline Criteria:

- A proper balance of cost, performance, security, reliability, and maintainability
- Adherence to HDC guidelines and project requirements

Schedule:

RFP:

- RFP issued: **March 06, 2023**
- Proposals Due: **March 29, 2023, by 3:00 PM**

Interview & Award:

- Moving company Selection and Notification: **April 03, 2023**
- Execution of Professional Services Agreement: **To be coordinated**

Project:

- Commencement of Services: **Immediate upon award**
- Completion of Project: **June 30, 2023**

III. MOVING SERVICES

It is expected that the selected moving firm will provide complete, comprehensive, and coordinated moving services for the Project. The Candidate vendors are requested to submit a Response to this RFP which will provide a complete package of Services as noted below. The Candidate vendors must possess the necessary expertise for moving services. The requested Services, and the Project Scope, provided herein, are general only and should not be considered as all inclusive of required work.

SCOPE OF SERVICES

Loading and unloading areas

It is the responsibility of each bidder to inspect the loading and unloading areas of 110 William Street and 120 Broadway. HDC will make all freight elevator arrangements with Building Management at both locations to ensure proper and continuous building access. Non-inspection of the sites will not relieve bidders of their responsibilities or allow for requests for additional fees at a later date, for items that would be apparent during a physical inspection, prior to bid.

The successful bidder shall inspect each destination with HDC prior to the move, to ascertain any existing damage to the premises. Should damage occur during the move at any of the locations, necessary repairs will be charged back to the mover. It shall be the successful bidder's sole responsibility to investigate, verify, and secure clear routes and access from all specified locations.

Materials (Crates and Moving Boxes provided by Movers)

The successful bidder will be responsible for handling and maintaining the plastic crates and moving boxes throughout the project. Moving boxes will be utilized for all packing purposes of personal items, common file areas and storage rooms.

The successful bidder will be required to provide all labor necessary to distribute to and around the floors. Crates and moving boxes will be delivered to the building during straight time hours and distributed to each employee during straight time hours.

Moving Equipment

In conjunction with the relocation, the successful bidder shall use the proper equipment to ensure an efficient and expeditious move, preventing any delays or stoppage to the move. The equipment will include, but will not be limited to:

- Closed moving vans
- Rubber-wheeled dollies
- Cartons and bins
- Crates and crate dollies
- Moving blankets and pads

Protection Requirements:

Office Space and Lobby: 120 Broadway & 110 William Street – Masonite boards to protect floors in the lobbies.

Marking and Tagging:

The successful bidder will assist HDC in the marking and tagging of all items being relocated (personal contents, common contents and files, equipment and items). The successful bidder will be responsible for properly marking the destination by placing placards to ensure accurate placement of contents, furniture and equipment. It is agreed and understood that the successful bidder will ensure that the same marking and tagging team will be dedicated to the project from the beginning of the relocation to its completion.

The successful bidder will work with HDC when tagging common files that have been previously allocated based on the department needs. Specific cabinets or groups of cabinets will be designated for departments with corresponding color-coded tags.

The successful bidder is to provide removable labels in different colors for each department for labeling boxes, crates, furniture, and equipment.

Packing & Unpacking

Movers will be expected to assist HDC to pack and unpack all items located in the common areas, including the contents of the file cabinets, steel shelving, storage and supply rooms, libraries, and those executive areas requested. It is required that those movers who are assigned to pack are the same movers who are assigned to unpack and a list of those dedicated be provided. The successful bidder will utilize plastic crates and moving boxes for packing and transporting purposes.

Dismantling and moving furniture

Movers will be expected to disconnect file cabinets, dismantle steel shelving systems in file rooms and storage areas, move some of existing furniture (file cabinets, chairs, sofas, etc) as directed by HDC.

Equipment

Movers will be required to remove existing TVs, wall mounts, printers, IT equipment, tag and move them as directed by HDC. All printers, TVs and other IT equipment must be blanket wrapped and moved into upright positions without being tilted in any way.

Moving Labor Conditions

The successful bidder shall agree with the following terms for the duration of the project:

- 120 Broadway requires Union Labor
- 110 William Street allows Non-Union Labor
- HDC requires prevailing wages

IV. RFP RESPONSE REQUIREMENTS

To provide uniformity, and to facilitate comparison of Proposals, all Proposal information submitted must clearly refer to the respective RFP question number. All information submitted must be noted in the same sequence as its appearance in this RFP.

If you intend to use subcontractors, to perform any portion of the work described in this RFP, your proposal must clearly state such and indicate which portion(s) of the work will be subcontracted out. All information pertaining to the subcontractor(s) must be submitted in a similar and consistent format to the overall proposal.

➤ TEAM PROFILE

1. Organizational Structure

- a. How many years has the Vendor been in business under its present business name? If applicable, list former and/or any other names under which the organization has operated.
- b. What is the ownership form of the Vendor? If applicable, list the state of incorporation.
- c. Provide a Team organizational chart.
- d. Identify the Vendor's different disciplines or services offered.
- e. Provide a listing of Vendor's offices.

2. Financial Capability and Stability

- a. Refer to **Exhibit I - Minimum Expected Insurance Coverage**.
- b. For the past three years, what is the Vendor's annual book of business – both company wide and for the office that will be handling this project?

3. Litigation

- a. Does the Vendor, or any consulting organizations, currently have pending litigation? If the answer is yes, elaborate.

➤ PROJECT MANAGEMENT

4. Team Organization, Size, and Specialized Experience

- a. Provide an Organization chart indicating the team's management, consulting disciplines, and respective staffing hierarchies. Include the entire staff for the project; this chart should demonstrate the breadth, depth, and size of the proposed team.
- b. If it is anticipated that these projects will be staffed with personnel from offices other than the one used to stage these projects, indicate who they are, from what office they are typically staffed, and logistically how their expertise will be used to facilitate superior service to HDC.
- c. Provide resumes that outline the Vendor's staff's qualifications based on previously demonstrated work, including the number of years with the firm.
- d. If applicable, identify anticipated subcontractors and their function on the project, and provide detailed descriptions of the projects worked on together, including associated references.

5. Moving Schedule

Confirm that you can meet the following Project Schedule.

Month of April:

- Meeting with HDC team, discuss logistics, packing, labeling process
- Moving Boxes, Crates, Labels to be provided and distributed to the departments
- Assistance with removing files from file cabinets, packing, etc.

Month of May:

- Finalize the process of packing and labeling files, final walkthrough with HDC team
- Disconnecting file cabinets and dismantling shelving systems, preparing for the move
- Walkthrough of HDC space at 110 William with building management to determine what is required to be removed and discarded

Month of June:

- Two-phase move from 110 William to 120 Broadway
- Reinstallation of existing furniture, file cabinets, shelving systems, assistance with miscellaneous IT equipment moves to areas within HDC's new space at 120 Broadway
- Liquidation of the existing furniture and e-waste process at 110 William
- Completion of the project

➤ GENERAL

6. Other Information

Furnish any additional information that would help demonstrate the Vendor's qualifications for this assignment.

➤ PROFESSIONAL FEES and EXPENSES

7. Professional Fees and Reimbursable Project-Related Expenses

Complete **Exhibit III - Moving Services Compensation and Anticipated Reimbursable Expenses** to indicate the professional fees and anticipated reimbursable expenses.

V. SELECTION PROCESS AND EVALUATION CRITERIA

The Vendor will be evaluated based on the following criteria as previously provided in this request.
(No response is necessary to this specific section)

- A. Completeness and Format of RFP Response
- B. Team Profile
- C. Performance
- D. Project Management – represented ability to proactively work with HDC
- E. Professional Fees and Expenses
- F. Insurance Requirements
- G. Relevant similar project size and type experience
- H. Availability of the best team for this project's time frame and commitment to allocate to the project
- I. Depth of resources to accommodate this project in consideration of the Vendor's other ongoing projects
- J. Ability of the team to work in harmony with the overall project team

Appendix:

1. Equal Employment

If any, provide a copy of the firm's most recent Employer Information Report EEO-1 and include as Attachment to the Proposal. Please state how many women and minorities work in your firm.

2. Minority and Women Owned Business Enterprise (MWBE)

HDC is dedicated to furthering the participation of minority and women-owned businesses in its work. All respondents are urged to include in their proposals methods for facilitating the participation in the project of businesses that have been certified by the New York City Department of Small Business Services ("SBS") as women or minority owned. This can take any form a Respondent considers appropriate including, but not limited to, proposals intended to ensure the utilization of certified minority and women-owned businesses as subcontractors or as joint-venture partners. In addition, proposals from minority and women-owned respondents are encouraged.

3. New York City Location

a) State whether the firm maintains its headquarters, or other offices, in New York City, and the number of the firm's employees who are employed in New York City. Describe the firm's commitment to its location in New York City. Since January 1, 2017, has the firm relocated any employees from offices in New York City to locations outside New York City? Does the firm have any plans to relocate any employees or offices outside of New York City in the next two years?

b) Describe the firm's corporate citizenship and commitment to The City of New York, including local procurement of goods and services, development or participation in internship programs or scholarships, corporate philanthropy, specifically in the areas of housing and community development, and policies with regards to the use of women-owned, minority-owned and small business enterprises.

4. Local Law 34 Compliance:

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "Person" that has business dealings with the "City" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, your response to this RFP is required to include a completed Doing Business Data Form (the "Data Form"), which is attached hereto. The Data Form will be submitted to the Mayor's Office of the City of New York (the "City"). If the City determines that your Data Form is not complete, you will be notified by the City and given four (4) calendar days to cure the specified deficiencies. Failure to do so will result in your proposal being deemed incomplete and therefore non-responsive.

What is the purpose of the Doing Business Data Form (DBDF)?

Questions and Answers About the Doing Business Data Form

To collect accurate, up-to-date identification information about organizations that have business dealings with the City of New York in order to comply with Local Law 34 of 2007 (LL 34), a campaign finance reform law. LL 34 limits municipal campaign contributions from principal officers, owners and senior managers of entities doing business with the City and mandates the creation of a Doing Business Database to allow the City to enforce the law. The information requested in this DBDF must be provided, regardless of whether the organization or the people associated with it make or intend to make campaign contributions. No sensitive personal information collected will be disclosed to the public.

Why have I received this DBDF?

The contract, franchise, concession, grant or economic development agreement you are proposing on, applying for or have already been awarded is considered a business dealing with the City under LL 34. No proposal or application will be considered and no award will be made unless this DBDF is completed. Most transactions valued at more than \$5,000 are considered business dealings and require completion of the Doing Business Data Form. Exceptions include transactions awarded on an emergency basis or by “conventional” competitive sealed bid (i.e. bids that do not use a prequalified list or “Best Value” selection criteria.) Other types of transactions that are considered business dealings include real property and land use actions with the City.

What individuals will be included in the Doing Business Database?

The principal officers, owners and certain senior managers of organizations listed in the Doing Business Database are themselves considered to be doing business with the City and will be included in the Database.

- **Principal Officers** are the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and Chief Operating Officer, or their functional equivalents. See the DBDF for examples of titles that apply.
- **Principal Owners** are individuals who own or control 10% or more of the organization. This includes stockholders, partners and anyone else with an ownership or controlling interest in the entity.
- **Senior Managers** include anyone who, either by job title or actual duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any contract, concession, franchise, grant or economic development agreement with the City. At least one Senior Manager must be listed on the Data Form or the Data Form will be considered incomplete.

NEW FOR 2018: As of January 2018, the DBDF must report organizations, as well as individuals, that own 10% or more of the entity. A DBDF with such a certification, filed as a full (never filed before) or as a change form, must be submitted before an entity can then file a DBDF that indicates no changes since the previous form. Contact DBA at 212-788-8104 or at doingbusiness@mocs.nyc.gov to inquire if DBA has received such a form.

I have already completed a Doing Business Data Form, do I have to submit another one?

Yes. An organization is required to submit a DBDF each time it enters into a transaction considered a business dealing with the City, including contract, concession and franchise proposals. However, the DBDF has both a Change option, which requires only information that has changed since the last DBDF was filed, and a No Change option. No organization should have to fill out the entire DBDF more than once.

If you have already submitted a DBDF for one transaction type (such as a contract), and this is the first time you are completing a DBDF for a different transaction type (such as a grant), please select the Change option and complete Section 4 (Senior Managers) for the new transaction type.

Will the personal information on the DBDF be available to the public?

No. The names and titles of the officers, owners and senior managers reported on the DBDF will be made available to the public, as will information about the organization itself. However, personal identifying information, such as home address and date of birth, will not be disclosed to the public, and home address will not be used for communication purposes

Exhibit I: Minimum Expected Insurance Coverage:

120 Broadway Insurance Requirements

Owner retains the right, in its sole discretion, to amend or waive part or all of any specific insurance requirement described in this Insurance Requirements.

- 1) The following insurance coverages shall form part of this Agreement and shall be maintained by Vendor and its Subvendors of every and any tier (for purposes of this **Insurance Requirements**, the definition of Vendor shall be deemed to include such Subvendors), if any, at their own cost and expense for the duration of this Agreement unless specifically noted.
 - a) Commercial General Liability Insurance written on a current ISO CG 00 01 occurrence based policy form and providing per location / project coverage limits of \$1,000,000 per occurrence, \$2,000,000 products completed operations and \$2,000,000 aggregate for: (i) bodily injury, including coverage for sickness, disease, death and mental anguish, and property damage arising as a result of the performance of the Services, (ii) premises/operations liability; (iii) products/completed operations liability; (iv) personal and advertising injury liability; (v) independent contractors liability; and (vi) broad form contractual liability coverage arising out of the Services performed by you or on your behalf including indemnity for injuries to Subvendor's employees. Prior to the commencement of any work performed by you or on your behalf, such policy of insurance shall (vii) be endorsed to add the entities as in **Indemnitees and Additional Insureds** above ("Additional insureds") as additional insureds on such form as is acceptable to Owner but inclusive of ongoing operations and products-completed operations coverage for additional insureds with coverage as broad as that afforded to Vendor and without any privity of contract requirements or restrictions. Coverage shall include ongoing and completed operations (viii) be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the Additional Insureds with respect to Vendors and Subvendors Subvendor's operations; (ix) extend completed operations coverage, for at least ten (10) years or the statute of repose, whichever is greater, after substantial completion of the project, the date of issuance of the certificate of occupancy or the date of completion or termination of this Agreement, whichever date is the latest; (x) policy shall not contain any exclusions or restrictions with respect to residential construction or the type of construction contemplated by this agreement; (xi) contractual liability and additional insured coverage shall not include any limitations for injuries to your own employees; (xii) policy shall contain a full waiver of subrogation in favor of Additional Insureds; (xiii) no limitation or exclusion for the Additional Insured's vicarious liability, strict liability, or statutory liability, including, without limitation, liability pursuant to New York's labor laws or other gravity related injuries exclusions or limitations and (xiv) policies with action over exclusions or injury to employees or Subvendor are not allowed; (xv) no wording for Horizontal Exhaustion shall apply, allowing coverage from an umbrella / excess policy to respond as long as the insurance policy(ies) immediately beneath such umbrella / excess policy have been exhausted, regardless of whether other

primary insurance may apply, and; (xiii) there shall be no XCU exclusion relating to Explosion, Collapse and Underground Property Damage; (xvi) contain no limitation or exclusion for resulting or consequential property damage; (xvii) not contain a professional liability exclusion broader than ISO form CG 22 79 04 19 (which includes coverage for “means and methods”); (xviii) contain no modification of the definition of “Insured Contract” narrower than from CG 24 26 04 13; (xix) contain no limitation or exclusion based on the existence or applicability of Additional Insureds’ project specific insurance, if any (xx) contain exceptions to the pollution exclusion thereby confirming coverage is included for hostile fire and building

heating, cooling, and dehumidifying equipment; (xxi) include a full severability of interests for insureds (i.e. no cross-liability or insured v. insured exclusion); (xxii) if applicable to this jobsite, policy must not contain any exclusion for work within 50 feet of a railroad, light rail, subway or similar tracked conveyance and must contain ISO endorsement form CG 24 17 10 01 – Contractual Liability – Railroads, or its equivalent; (xxiii) defense costs must be outside of policy limits; (xxiv) use of an OCP policy in place of Vendor’s practice policy is **not** acceptable.

- b) Automobile Liability Insurance, covering the ownership, maintenance, and operations of any automobile or automotive equipment whether such auto is owned, non-owned and hired, with a minimum combined single limit of \$1,000,000 per accident, including coverage for contractual liability and “upset and overturn;” provided, however, that if commercial trucks or tractors are utilized, a minimum limit equal to the greater of \$6,000,000 (inclusive of coverage through Umbrella or Excess Liability Insurance) or as required by the Motor Carrier Act, shall be required. Vendor’s insurance shall be endorsed to add the entities listed in 1) above as Additional Insureds on such form as is acceptable to Owner.
- c) Workers’ Compensation Insurance covering statutory benefits in all states where operations are to be performed under this agreement as well as the state in which the employee resides. If applicable, coverage shall contain an “Other States Endorsement.” Such policy shall include an Employers Liability coverage part with limits that shall be not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee and policy limit for bodily injury by accident. Such coverage shall have a waiver of subrogation in favor of Additional Insureds (including those in **Indemnitees and Additional Insureds**) for statutory limits in accordance with the law of the State of New York as well as the state in which the employee resides and including, but not limited to, coverage or endorsements for Occupational Disease Benefits, Voluntary Compensation and Disability benefits, Jones Act and U.S. Longshoremen’s and Harbor Worker’s Act, if applicable.
- d) New York State Disability Insurance (as required by Law).
- e) If Vendor is providing professional services: Professional Liability/Errors and Omissions Insurance coverage, with a limit of at least \$2,000,000 per claim and in the aggregate providing coverage for the services of Vendor under this Agreement and containing no exclusion for contractual liability. Policy can be written on a claims-made form provided coverage is in effect prior to commencement date of any services provided by Vendor and/ or under this agreement and such coverage remains in effect for three (3) years after completion of the Work or through the applicable Statutes of Repose period, whichever is longer.
- f) If Vendor is providing environmental services, including, but not limited to, remediation or environmental consulting, or if Vendor’s activities include the use of solvents or other potential pollutants: Pollution/Environmental Liability Insurance, including coverage for costs of clean-up, third party property damage and bodily injury liability coverage, and completed operations

coverage, with limits of the greater of \$5,000,000 or the policy limits. Such coverage must be written on an occurrence form and be maintained for three (3) years after completion of the Work; provided, however, that if coverage is not available on an occurrence form, Vendor shall be required to maintain such coverage for a period of not less than three (3) years following completion of the work and a Certificate of Insurance evidencing such coverage shall be provided annually during such period. The policy shall be endorsed to add the entities listed in Exhibit 2 above as additional insureds on such form as is acceptable to Owner.

- g) Umbrella/Excess Liability Insurance consisting of one or more policies with limits not less than \$5,000,000 per occurrence and in the aggregate unless otherwise agreed to by Owner. Policies shall be excess to the primary commercial general liability, employers liability and business automobile liability coverage and shall be written as follow form or alternatively with a form that provides coverage that is at least as broad as the primary underlying insurance policies and each excess layer shall contain 'duty to defend' coverage terms . The policy shall be specifically endorsed to provide primary and non-contributory coverage with respect to any insurance or self-insurance maintained by the Owner or any additional insured party and shall be endorsed to add the entities listed Exhibit 2 as additional insureds on such form as is acceptable to Owner.
 - h) The limits of insurance required in *Sections 1(a), 1(b), 1(d) and 1(g)* hereof may be attained through any combination of Primary Liability and Umbrella/Excess Liability Policies. The limits of insurance stated above are minimum limits. In the event any policy provided by Vendors in compliance with this **Insurance Requirements** provides limits greater than those stated above, the Indemnitees shall be entitled to the full limits of such policy and this **Insurance Requirements** shall be deemed to require such full limits.
- 2) As respects the insurance provisions outlined in *Section 1* above of this Insurance Requirements, except excluding *Section 1(c)* (Workers' Compensation Insurance) and *Section 1(d)* (Professional Liability/Errors and Omissions Insurance), each of the Indemnitees and any additional parties Owner may from time to time designate shall be included as additional insureds on a primary and noncontributory basis without any privity of contract requirement without liability for payment of premium for all operations performed by Vendor or its Subvendors in connection with this Agreement, including coverage for both premises/operations and products/completed operations, as applicable.
 - 3) Vendor's insurance shall be primary insurance and shall not be considered contributory insurance with any insurance policies of the Indemnitees and, for the purposes of this Agreement, these insurance coverages will apply as if the other insurance available to the Indemnitees that covers such Indemnitees as "named insured" do not exist. Vendor's Umbrella/Excess Liability insurance policy must be endorsed to include an "Excess Liability Policy Priority of Coverage" endorsement and a copy of such endorsement must be provided to Owner along with Vendor's certificate of insurance.
 - 4) All insurance policies shall be procured and maintained by Vendor, at Vendor's expense, and shall be in forms and by insurance carriers authorized to do business in the State of New York with a minimum A.M. Best's rating of "A- VIII" or better or with carriers that are acceptable to Owner, in Owner's sole discretion.
 - a) Certificates of Insurance in favor of Owner and including the Indemnitees as additional insureds will be given to Owner as evidence of such continuous insurance coverages as outlined herein (i) prior to the earlier of twenty (20) days after execution of this Agreement and five (5) days prior to the commencement of work hereunder and (ii) annually thereafter within 7 days of any policy renewal thereafter, which certificates shall have attached an additional insured endorsement that shall not have any restrictions requiring privity of contract certificates.

Vendor shall furnish copies of all insurance policies required herein as well as Certificates of Insurance ("Certificates") to Owner on Acord 25 or a substitute equivalent form and Acord Form 855 NY for all coverages required herein. These Certificates shall evidence

the following for each and every policy: (i) insurance company name, (ii) policy number, (iii) policy period, (iv) per occurrence (and per location/project where applicable) and aggregate limits, (v) deductibles or self-insured retentions, (vi) confirm coverage is primary and non-contributory as well as provided an affirmative statement that there are no residential exclusions or action over exclusions and (vii) any applicable additional insured or waiver of subrogation endorsements attached. These Certificates shall also expressly provide that the insurance companies issuing the specified policies shall endeavor to mail at least thirty (30) days advance written notice of cancellation or non-renewal to all certificate holders.

- 5) Vendor shall not cancel (or permit any lapse of coverage under) any insurance policy required herein. Vendor shall provide the Indemnitees (regardless of whether they hold the status of additional insureds on the policy) with thirty (30) days' prior written notice of cancellation or nonrenewal of any of the policies required hereunder by written notice to Owner, and shall be required to specifically endorse the policies described in *Section 1* hereof to provide Owner with such written notice on behalf of the Indemnitees.
- 6) Vendor and its insurance carriers shall waive all rights of recovery and subrogation against the Indemnitees on each and every insurance policy required to be maintained herein.
- 7) The insurance provided by Vendor pursuant this **Insurance Requirements** shall not be subject to any deductible or retention in excess of \$100,000. Vendor shall be responsible for payment of all deductibles on behalf of itself and any other insured (including the Indemnitees). The insurance provided by Vendors shall not be subject to any self-insured retention unless approved in writing by Owner, in Owner's sole discretion.
- 8) Owner is not responsible for any loss or damage to Vendor's personal property of every description, including the tools and equipment of Vendor's employees, Subvendors or Subvendor's employees, and Vendor and the insurance carriers of Vendor, Subvendors and their respective employees, waive subrogation and any rights of recovery against the Indemnitees and the contractors enrolled in the Owner Controlled Insurance Program for the Building.
- 9) In the event Vendor or a Subvendor fails to maintain the coverages or limits required hereunder, Owner may obtain such insurance as an agent of Vendor or such Subvendor, as applicable. Any premiums paid by Owner to obtain such coverage shall be payable by Vendor or offset by or against the payments provided or payable to Vendor under this Agreement or any other agreement.
- 10) Duty of Care. Nothing contained in this Agreement shall relieve Vendor or its Subvendors of their respective obligations to exercise due care in the performance of their duties in connection with the Services and to complete the Services in strict compliance with this Agreement.
- 11) The limits required by this Agreement are minimum limits only. In the event Vendor has in force any insurance coverage with coverages broader and or limits higher than those coverage amounts and terms specified herein, such broader terms and higher limits shall insure and be available to each Additional Insured, and this Agreement shall be deemed to required such broader terms and higher limits.

- 12) Vendor in all respects and in a timely manner shall assist and cooperate with Owner in connection with reporting and adjustment of all claims under all applicable insurance policy(ies). To the extent allowed by law, Vendor agrees to fully defend and indemnify Owner in the event of any claim made against Owner by one of Vendor's employees, Subvendors, or Subvendors' employees.
- 13) No policy shall contain a contractual liability exclusion that would preclude coverage from applying as per this agreement.
- 14) All insurance policies required to be maintained herein shall include terrorism coverage provided TRIA is reasonably available. Should it not be available, this requirement shall be reassessed.
- 15) Vendor may satisfy the insurance requirements by use of a blanket insurance policy(ies) provided coverage applies on the same basis as if the coverage was written outside of a blanket program and does not affect or lessen coverage available to the premises herein, and otherwise meet the requirements set forth in this agreement.
- 16) All insurance limits and coverages required herein are not intended to limit Vendor's liability under this agreement.
- 17) The Vendor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore the Site to substantially the same condition existing prior to the Vendor's entry. All damage shall be repaired or replaced at the sole cost and expense of the Vendor, and as necessary to bring the property back to the same condition as existed at the commencement of this Agreement.

All repairs or replacement will be completed to the satisfaction of Owner. It is agreed and understood that a representative of Owner will review all damage with Vendor and will document, in writing, the required repairs or replacement, timing, as well as the method of said repairs or replacement and who will perform same.

A dollar amount equal to the estimated cost of repairs or replacement of any items may be held from the final payment until all repairs or replacement have been completed and accepted by Owner.

Vendor shall immediately report unsafe conditions or other problems to the Owner and/or property manager. Unsafe conditions or potential hazardous situations should be eliminated immediately upon discovery, sometimes prior to contacting the Owner and/or property manager.

Indemnitees and Additional Insureds

Silverstein Properties, LLC
Silverstein Properties, Inc.

Larry A. Silverstein (as an
individual) Silverstein 120
Broadway LLC

120 Broadway Associates LLC

120 Broadway Acquisition JV,
LLC 120 Broadway SM, LLC

120 Broadway Holdings,
LLC 120 Broadway
Member LLC 120

Broadway, LLC

120 Broadway
Condominium Wells
Fargo Bank, N.A.

And their interests, entities, divisions, or other interests including, but not limited to, joint ventures, partnerships, investments and other interests of the Named Insureds but solely as respects the interests of the Named Insureds; and including automatically the interests of the parent(s), trust(s), affiliated, subsidiary, and associated companies or corporations, owner(s), entity(ies) or individual(s) in the Named Insureds which either have existed, exist now, or may exist in the future, and any joint venture or partnership interests in which the Insureds are participants to the extent the Insured are required to insure such interests.

The certificate holder information is listed below:

Silverstein
Properties, LLC
120 Broadway

New York, New York 10271

110 William Street Insurance Requirements

Please verify your coverage meets 110 William Street managed by Savanna Real Estate's insurance requirements listed below.

General Liability

Limit Name	Amount
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- Primary Non-Contributory Provision
- Waiver of Subrogation
- Additional Insured Endorsement Covering Ongoing Operations (CG 2010 or equivalent)
- Additional Insured Endorsement Covering Completed Operations (CG 2037 or equivalent)
- 30 Days Notice of Cancellation

Umbrella

Limit Name	Amount
Each Occurrence	\$10,000,000
Aggregate	\$10,000,000

Professional Liability

Limit Name	Amount
Each Occurrence	\$5,000,000

Environmental Liability

Limit Name	Amount
Each Occurrence	\$5,000,000

Workers' Compensation

Limit Name	Amount
Employer's Liability Each Accident	\$1,000,000
Employer's Liability Disease - Each Employee	\$1,000,000
Employer's Liability Disease - Policy Limit	\$1,000,000

- Statutory Limits Required
- Waiver of Subrogation

Automobile Liability

Limit Name	Amount
Combined Single Limit	\$1,000,000

- Waiver of Subrogation
- Including Any Auto

Certificate Holder

Include the correct spelling of the certificate holders:

110 William Property Investors III, LLC c/o
CBRE 110 William Street, 26th Floor New
York, NY 10038

Additional Insured

Include the correct spelling of the additional insured.

1. 110 William Property Investors III, LLC
2. Savanna Investment Management LLC
3. SIM Fund III, LLC
4. 110 William Mezz III, LLC
5. Savanna Project Management, LLC
6. CBRE, Inc.
7. SavCon, LLC
8. Savprop, LLC
9. Invesco CMI Investments, L.P
10. Deutsche Pfandbriefbank AG
11. **New York City Housing Development Corporation its successors and/or assigns ATIMA and Savanna, its successors and/or assigns ATIMA, as Additional Insured.**

Exhibit II: GENERAL BUILDING RULES AT 120 BROADWAY

1. All work shall be under the complete supervision of the tenant or the tenant's General Contractor who will keep on the job a competent foreman to supervise all trades. This work will be performed in conformity with the plans approved by the building in strict accordance with the terms and conditions of your lease and all applicable local laws and codes.
2. Your employees and the employees of the General Contractor must work in harmony, and not interfere with any labor employed by Landlord, Landlord's mechanics or contractors or by any other tenant or its contractors. If, in Landlord's judgment, such interference occurs, Tenant will cause such labor to be removed from the building.
3. All Work shall be performed in compliance with the rules of the building as to hours of availability of building elevators and the manner of handling materials, equipment and debris to avoid conflict and interference with the operation of the building.
4. Suitable protection shall be furnished by way of fire extinguisher and protective steps to prevent any fires during the performance of the Work.
5. Demolition must be performed after 6:00 PM or on Saturdays, Sundays or approved holidays. Delivery of materials and equipment and removal of debris must be arranged to avoid any inconvenience and/or annoyance to other tenants. Cleaning must be controlled to prevent dirt and dust from infiltrating into adjacent tenant, common or mechanical areas.
6. All deliveries of construction materials are to be made before 8:00 AM or after 5:00 PM on business days or on Saturdays, Sundays or approved holidays and are scheduled with the building manager. Tenant or tenants authorized representative will request after hour use of freight elevator in writing to the building office. An elevator service charge may apply **per hour per elevator at the current rate**. **Maximum weight on 64 & 65 cars are 3,500lbs. Point load of 1,000 lbs. requires a safe lift, supervised by Otis elevator. Maximum weight on outside freight 4,000lbs.**
7. When construction materials, debris or equipment is delivered to or removed from the job site, all building corridors, elevators and lobbies shall be cleaned after work is completed or deliveries made.
8. All construction debris must be kept inside Tenant's area until removed from the job site. Stock piling of debris, which constitutes a fire hazard, will not be permitted.
9. No accumulation of water will be allowed on any floors.
10. All diffusers return grilles and perimeter induction units will be sealed before construction and demolition is started.

Exhibit III: Moving Services Compensation and Anticipated Reimbursable Expenses by Phase and Service

All sections are required to be completed.

PHASE	Fees
1- Phase 1 Moving furniture, shelving systems, office plants, office supplies, IT equipment, etc.	
2 – Phase 2 Moving employees’ personal belongings and files, documents from each department	
3 – Packing & Unpacking Assistance Including items located in the common areas and the contents of the file cabinets	
4 –Dismantling Steel shelving systems in file rooms and storages; remove existing TVs and wall mounts, disconnect file cabinets	
5 –Liquidation and e-waste process Donate to charitable organizations, sold to used-furniture dealers, recycle or discard	
Total Fees	