



Roosevelt Island Operating Corporation

Roosevelt Island Operating Corporation of the State of New York

Request for Proposals RFP Legal Services - April 2026

RFP #: Legal Services Panel - April 2026

Schedule of Events	
Event	Date
Publication Date	April 3rd, 2026 9:00 AM
Request for Information Cutoff Date	April 17th 2026 3:00 p.m.
Request for Information Response Posting	April 23 rd , 2026 3:00 p.m.
Due Date	April 29 2026 by 3:00 p.m.
Interview Schedule	May 7th, 2026 through May 13th, 2026
Anticipated Award	End of May, 2026

Purpose of This RFP

The Roosevelt Island Operating Cooperation (“RIOC” or “Corporation”) hereby requests proposals (a “Proposal” or the “Proposals”) from law firms and individual practitioners, large and small, (individually an “Offeror” or “Respondent” and collectively the “Offerors” or the “Respondents”) to provide legal representation to RIOC. In particular, RIOC seeks Proposals from Offerors with demonstrable expertise in one or more of the following areas of law (including, in each instance, litigation capabilities):

- (1) general corporate law and corporate governance;
- (2) real estate (including but not limited to, redevelopment) and land use;
- (3) residential and commercial landlord/tenant;
- (4) environmental;
- (5) construction;
- (6) labor & employment;
- (7) general litigation (other than personal injury litigation); and
- (8) municipal/government entity representation

(all such services collectively, “Legal Services”).

Additional information regarding the scope of the Legal Services is set forth in the Scope of Services, attached hereto as Exhibit 1. Offerors may submit Proposals to provide Legal Services in one or multiple practice areas, but may only submit one (1) Proposal, which should clearly identify the practice areas for which the Respondent seeks to be considered.

The purpose of this RFP is to identify a panel of pre-qualified counsel and law firms that would be eligible to represent RIOC in legal matters from time to time. Inclusion on the pre-qualified legal counsel list does not mean or imply that any firm will in fact be selected or engaged to provide legal services to RIOC. Such selection and engagement will take place only when a need for outside legal counsel arises. The purpose of the pre-qualified list is to procure legal counsel available for engagement on short notice.

This solicitation does not modify or affect existing retainer agreements. However, any firm, including those currently providing services to RIOC, must submit a Proposal if they wish to be pre-qualified to provide paid legal services to RIOC for new matters assigned after the expiration of the current panel in April 2026.

After RIOC’s selection and engagement of a law firm or firms, the successful contractor (the “Contractor”) is expected to provide all personnel, materials and equipment, and perform all scope of work items, as indicated in the Scope of Services.

Neither the submission of a response to this RFP by any entity nor the acceptance of such response by RIOC will obligate RIOC in any manner whatsoever. RIOC reserves the right to accept

or reject any or all Proposals received in response to this RFP. Legal obligations will only arise upon execution of a formal contract by RIOC and the entity/entities selected by RIOC.

Organizational Background

RIOC was created by New York State legislature in 1984 and charged with the duty to develop, operate and manage Roosevelt Island. To date, these broad goals have furthered the development of fifteen residential complexes that provide approximately a total of 5,500 units of housing to Roosevelt Island residents, which total includes the Island's thriving mixed-income community. The Island's 147 acres supports a population of approximately 14,000 residents. The Corporation operates an Aerial Tramway, an on-Island bus service, and maintains a safe environment for the Island's residents, workers and visitors. As part of its mission, the Corporation has strived to enhance the quality of life by promoting public facilities, open spaces and commercial facilities including the noted Aerial Tramway, sanitary and safety departments, pedestrian walkways, recreational activities, open spaces, a street system as well as a variety of storefronts along the Island's Main Street. Recreational activities available in the Sportspark recreational facility include a swimming pool, full-size basketball court, ping pong room, and weight room. Open recreational spaces include Lighthouse Park, Octagon Soccer Field, Octagon Pony Field, Capobianco Field, Firefighters Field and Southpoint Open Space.

RIOC currently employs approximately 161 employees, including approximately 73 union employees pursuant to three collective bargaining agreements (Local 210, Local 32B/J, and PSOBA).

RFP Key Points

- **Read the RFP in its entirety.** Note key items such as: critical dates, qualifying and mandatory requirements, services required, and proposal packaging requirements.
- **Only correspond with the "Designated E-mail Contact For Offerors."** Note the name and e-mail address of the "Designated Contact(s)," i.e., the only individual(s) you are allowed to contact regarding this RFP — as specified in the "Instructions to Offerors".
- **Check the RIOC website often.** All amendments, clarifications, Offeror/Offeror questions with RIOC responses, along with any announcements relating to this bid will be posted on RIOC's web site at <https://www.rioc.ny.gov/info/rfps-and-bids>

It is the Offeror's responsibility to check RIOC's website periodically for any updates. All applicable amendment information must be incorporated into the Offeror's Proposal. Failure to include this information in your Proposal may result in disqualification or a reduced technical score.

- **Take advantage of the question and answer period.** Submit your questions to the Designated Contact by the date listed in the Schedule of Events.
- **Provide complete answers/descriptions.** Offeror Proposals must completely address all qualifying and mandatory requirements. To ensure you are not disqualified from the bid

evaluation process, thoroughly read all proposal requirements and provide complete responses.

- **Review the RFP document and your Proposal.** Make sure all requirements are addressed and all copies are identical and complete.
- **Package your Proposal as specified in the RFP.** Make sure your Proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive leading to disqualification of the bid.
- **Submit your Proposal on time.** Proposals received after the date and time listed in the Schedule of Events will not be considered for award except as indicated in section "NYS Reserved Rights" on page 12 and may be returned, unopened, to the sender.

General Information/Requirements about this RFP

Term and Commencement of Services

RIOC seeks the aforementioned Legal Services for a contract term of five (5) years, with an optional five (5) year renewal, at the sole discretion of RIOC. When awarded the contract, the attached Form of Retainer Agreement will be presented to the selected contractor for execution. If the selected contractor fails or refuses to perform the services as described in the Bid Package, RIOC may terminate the selected contractor's services in accordance with *Section 7 - Termination* of RIOC's Standard Form of Contract for Services annexed hereto as Exhibit 3. Offerors are encouraged to review this document prior to submitting proposals as the successful Offeror will be required to execute this standard contract.

The anticipated contract commencement date is Mid-May 2026 upon Board approval .

Restricted Period

As provided in the Lobbying Form appended to this RFP at Attachment D, an Offeror/Offeror is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract. Helpful background and guidance related to legislative requirements imposed upon an Offeror/Offeror may be found in Attachment D, as well as the Instructions to Offerors included below.

Accordingly, interested parties shall only contact the Designated Contact, Amy Firestein, Director of Procurement, by email only (rfpbids@rioc.ny.gov).

Registered Intent to Bid

As stated in the "RFP Key Points," it is the Offeror(s)/Offeror(s) responsibility to check RIOC's website for any addenda and to include such addenda with their proposals. For those Offerors/Offerors electing to register their intent to bid, RIOC will make reasonable attempts to notify each registered Offeror/Offeror of posted addenda or changes in the bid document for the specific project registered. Offerors may register their intent to bid for this RFP by sending an e-mail to the Designated E-mail Contact for Offerors by the Request for Information Cutoff Date

outlined in the "Timeline for RFP," below. *Please provide your e-mail address, name of registering business entity, and name of the authorized contact within the body of the e-mail.*

Submissions

Information submitted as attachments/appendices to the proposal should specifically support elements considered in the Proposal Evaluation Criteria (see below "Proposal Evaluation Criteria"). Attachment/Appendix material may include curriculum vitae and/or resumes of staff that will be assigned to this project. Elaborate brochures, reproduced copies, or printouts of standard manuals or sales literature may not be substituted for the required proposal narratives and responses, but may be included in appendix material as a sample to further exemplify the narrative and response (i.e., responses such as "see attachment" or "see appendix" are not sufficient). New York State Tax Law §5-a.

New York State Department of Taxation and Finance – Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance ("DTF") that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

Contractors **MUST** complete and submit Contractor Certification Form ST-220-TD directly to the New York State Taxation and Finance (see http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf). Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

Further, where the amount of the contract is expected to exceed \$100,000 all respondents must include a properly completed Form ST-220-CA (see http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf). However, if a vendor is not registered with DTF due to a lack of sales of over \$300,000 within the relevant period, the vendor must submit an affidavit certifying the same. It is important to note that Section 5-a does not apply to contracts for architectural, engineering or surveying services. If in doubt, respondents should contact the Department of Tax and Finance after having reviewed DTF Publication 223 (<http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>).

Contractor **MUST** complete and submit form ST-220-CA to Roosevelt Island Operating Corporation (see http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf), certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an Offeror/Offeror non-responsive and non-responsible. Offerors/Offerors shall take the necessary steps to provide properly certified ST-220-CA forms to RIOC with their bid as applicable. Further

in accordance with the requirements of Section 5-a, any contract resulting from a solicitation will require periodic updating of the certifications contained in Form ST-220-CA.

Scope of Services

RIOC is a New York State Public Benefit Corporation that operates and develops Roosevelt Island. RIOC seeks qualified counsel to advise, assist and represent RIOC (on an as needed basis) on matters pertaining to, inter alia, those subject matters listed in the above section entitled "Purpose of This RFP", all of which are further described in Exhibit 1.

INSTRUCTIONS TO RESPONDENTS

Exhibit 5 outlines specific insurance coverages that the successful Offeror will be required to obtain.

Proposal Format and Required Attachments:

Respondents should take into account all items requested in the Scope of Services, References, Timeline, Instructions to Offerors, and all other pertinent sections of this RFP, when submitting a proposal.

Respondents **MUST** submit one (1) original with all documents required to be signed in ink and three (3) copies of the proposal including any and all forms and attachments. Proposals should be indexed clearly marking the different items included in Part A and B below.

Each Offeror **MUST** submit a USB containing the complete submission in PDF format along with the number of hard copies specified above. The inclusion of the required USB without also submitting the required printed copies will not be considered a timely submission and Offerors will be disqualified for doing so.

A. Cover Letter

Each Offeror **MUST** submit a cover letter containing a description of the services and the names of firm members to be assigned to the account, the experience of the firm and its members, in representing RIOC in Respondent's selected subject matters, and the hourly rates applicable to the firm members (indicating whether such rates are discounted as a "state rate" for public entities, whether the firm is willing to waive "travel time" to/from Roosevelt Island, Westlaw/Lexis fees, and any number of hours the firm is willing to waive as "start-up," learning curve, time). Additionally, please provide any samples of materials produced by the firm used to educate clients on development matters and related issues. Incumbent firms should indicate whether they are willing to continue working on pending matters at or below original rates. Proposals will be evaluated based on experience, resources, approach and price (hourly rate). Qualified firms should have, inter alia, a working knowledge of the following subject matters:

- (1) general corporate law and corporate governance;
- (2) real estate (including but not limited to, redevelopment) and land use;
- (3) residential and commercial landlord/tenant;
- (4) environmental;

- (5) construction;
- (6) labor & employment;
- (7) general litigation (other than personal injury litigation); and
- (8) municipal/government entity representation.

TO EXPAND UPON THE AFOREMENTIONED COVER LETTER REQUIREMENTS, REVIEW THE FOLLOWING:

1. Questions and Information Sought Relating to the Services

(i) Indicate which of the relevant practice areas your firm is interested in serving as counsel for RIOC. For each practice area, provide a description of your firm's relevant experience in providing the Legal Services as described in the Scope of Services attached as Exhibit 1. Please include a brief description of representative matters, along with your firm's role in those matters.

(ii) Briefly describe your firm's background, services, size, and history, as these factors are relevant to the Legal Services.

(iii) Identify the "Lead Partner" or "Principal" who will be the primary contact and lead attorney in providing services to RIOC, and who will be listed as a "key person" in any contract with RIOC. If proposing to provide services across more than one practice area, provide a lead attorney contact for each practice area.

(iv) Indicate whether services have been provided previously to RIOC, or any other New York State, local or federal entities. If so, list and describe any and all work performed including (a) the date(s) such work was performed, (b) the entity for which such work was performed, and (c) the area of expertise for the work performed.

(v) Please describe your firm's experience with similar work for any other public sector clients outside of those listed in your response to question 4, above.

(vi) If the law firm is a State-certified MWBE or SDVOB firm, provide documentation evidencing certification. Law firms that are not certified, but have applied for certification, should provide evidence of filing, including the filing date.

(vii) Identify any and all exceptions taken to RIOC's standard retainer agreement, attached as Exhibit 4, explaining the reasons for such exceptions. Such exceptions must be detailed in an appendix to your Proposal labeled, "Appendix: Objections to RIOC Form of Retainer Agreement." No exceptions to the retainer agreement will be considered by RIOC after submission of the Proposals. RIOC maintains the right to reject Proposals based on non-conformance with the standard form of retainer agreement.

2. Questions and Information Sought Relating to Respondent's Firm & Eligibility

(i) Within the past three (3) 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.

(ii) How does your firm identify and manage conflicts of interest?

(iii) Are there any potential conflict of interest issues posed by your firm's performance of the Services on behalf of RIOC?

(iv) Has your firm or have any of the firm's partners/employees been disciplined or censured by any regulatory body within the last five (5) years? If so, please describe the relevant facts and disposition.

(v) Within the last five (5) 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 professional services? If so, please provide an explanation and the current status or disposition of the matter.

(vi) List any professional or personal relationships your firm's employees may have with RIOC's Board Members and/or employees. This does not include contacts Respondent has had with RIOC Board Members or employees relating to Respondent's past or present representation of RIOC in a legal matter. A list of RIOC Board Members and employees is attached as Exhibit 6.

(vii) If selected, will your firm assign any person to this engagement who was previously an employee of RIOC? If so, please: i) identify when (month and year) that person's employment at RIOC terminated, and ii) describe that person's involvement, if any, with matters related to this RFP during his/her employment at RIOC.

(viii) In the past five (5) 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 provide a contact person, address and telephone number.

B. References

- Respondent shall provide a minimum of three (3) references that are using services of the type proposed in this RFP.
- Respondent shall provide the company or agency name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the services performed, and dates the services were provided.
- RIOC reserves the right to use any information, including additional references deemed necessary to determine respondent's ability to perform the conditions of the contract.

Negative references may be grounds for proposal disqualification.

C. Attachments

1. Attachment A: Each Offeror **MUST** include a Non-Collusive Proposal Certificate, Non Collusive Affidavit and a notarized Acknowledgement by Offeror form.
2. Attachment B: Bid Proposal Form. The Bid Proposal Form Document should specify the hourly rates for partners, senior and junior counsel, along with administrative/paralegal staff rates.
3. Attachment C: M/WBE Utilization Documents – As a NYS Public Benefit Corporation, the Roosevelt Island Operating Corporation encourages the participation of minority and women-owned businesses in all contracts. For the purposes of this solicitation, utilization goals of 30% minority owned business and women-owned business have been established, resulting in a total M/WBE utilization goal of 30%. Only entities certified as M/WBEs by the Empire State Development Corporation will be considered toward the utilization goals. Offerors are **required** to submit a Utilization Plan, on the form provided, indicating the percentage of the contract that will be fulfilled by M/WBE participants, whether as prime contractors, subcontractors, or suppliers. Any requests for waivers must be submitted on the proper form with appropriate reasoning and/or documentation to substantiate a waiver request.

The following M/WBE Utilization Documents are included in Attachment C:

- Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority-and-Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women
- M/WBE 100: Minority and Women-Owned Business Enterprises-Equal Employment Opportunity Program (M/WBE-EEO) Policy Statement
- M/WBE 103: M/WBE Utilization Plan
- M/WBE 104: Waiver Request
- M/WBE 105: M/WBE Quarterly Contractor Compliance Report

RIOC wishes to maximize the participation of Service-Disabled Veteran-Owned-Businesses (SDVOB) in the performance of RIOC contracts, in accordance with Article 3 of the New York Veterans' Services Law (VET) Chapter 13.

RIOC has established an overall goal of **0%** for SDVOB participation for this RFP. The basis for determining the dollar value of this 0% is **the final contract price** (including change orders). Only firms **currently certified by**

OGS can be used to meet SDVOB participation goals on this contract. Certified firms can be found at <https://online.ogs.ny.gov/SDVOB/search>.

Required SDVOB Forms:

- Form SDVOB 103– Utilization Plan
- SDVOB 104 and request a full or partial waiver.

If your firm is unable to identify any partnership opportunities with currently certified SDVOB firms, in lieu of Form SDVOB 103 above, you may submit Form SDVOB 104 and request a full or partial waiver. With this waiver request you must submit documentation showing your firm’s Good Faith Efforts, as listed on page 2 of Form SDVOB 104 and defined by 5 NYCRR Section 252.2(n). Such documentation includes, but is not limited to, a list of all SDVOB firms from the OGS SDVOB Directory in this region and applicable trades, and copies of emails and/or dates-times of all phonecalls soliciting the certified SDVOBs for this bid.

RIOC may deem a Bidder non-responsive if a Bidder fails to submit an SDVOB Utilization Plan.

If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above. Contractors will be required to submit a “Contractor’s Monthly SDVOB Compliance Report” (**Form SDVOB 101**) pursuant to their SDVOB Utilization Plan

Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, RIOC shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

4. Attachment D: Lobbying Form – Offerors must complete a copy of the Lobbying Form. General background information about relevant legislation and requirements imposed upon the Offeror/Offeror may be found directly on the form.
5. Attachment E: Encouraging Use of New York 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, Offerors/Offerors 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. All Offerors should complete this form to indicate their intent to use/not use New York Businesses in the performance of this contract.

6. Attachment F: Vendor Responsibility Questionnaire - New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by e-mail at ITServiceDesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Roosevelt Island Operating Corporation or the Office of the State Comptroller for a copy of the paper form. Offerors/Offerors must also complete and submit the Vendor Responsibility Attestation at Exhibit 2 as part of its proposal.

Timeline for RFP:

Schedule of Events		
Event	Date	
Publication Date	April 3rd, 2026	9:00 AM
Request for Information Cutoff Date	April 17th 2026	3:00 p.m.
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Interview Schedule	May 7th, 2026 through May 13th, 2026	
Anticipated Award	End of May, 2026	

Bid Submission:

All proposals must be sealed. Proposals will be received at the address below by 3:00 p.m. on April 29, 2026. Proposals received after this date and time will not be considered. Please forward proposals as follows to:

ATTN: Amy Firestein, Director of Procurement
 Sealed Bid – RFP #: Legal Services Panel - April 2026
 Roosevelt Island Operating Corporation
 426 Main Street
 Roosevelt Island, NY 10044

EVALUATION SELECTION PROCESS: PROPOSAL EVALUATION CRITERIA/PROPOSAL SCORING METHODOLOGY

A. Evaluation

Each timely submitted Proposal will be reviewed for compliance with the form and content requirements of this RFP. A committee of RIOC employees selected by RIOC (the "Committee") will then review and evaluate the Proposals in accordance with the evaluation criteria set forth below. While only Committee members will score the evaluation criteria, the Committee may consult an outside expert for advisement on the evaluation of matters requiring technical expertise. Before final selection, RIOC must determine that the proposed selected Respondent is responsible, in accordance with applicable law and RIOC's Procurement Guidelines posted on RIOC's website.

B. Interviews

RIOC reserves the right to decide whether to interview any or all of the Respondents. The Committee may conduct interviews for various purposes, including to further assess a Respondent's ability to perform the Work or provide specific services, or to seek information related to any other evaluation criteria. The proposed Lead Attorney, as well as other key members of Respondent's team, must be available to participate in the interview.

C. Evaluation Criteria for Selection

Selection will be based upon the best value method comprising of technical evaluation and cost proposal as follows:

1. Technical Evaluation:

Criteria	Categories	Scoring Methodology
A.	Qualifications and experience of the Respondent and proposed counsel in each practice area for which pre-qualification is sought, as evidenced by information provided in accordance with the section "Instructions to Offerors" and other sections in this RFP.	50%
B.	Demonstrated relevant experience representing municipalities or other, similar governmental entities.	30%
C.	Overall quality of Proposal, including cohesiveness, brevity, clarity of response, and responsiveness to the requirements of this RFP.	20%
	Total	100%

2. Cost Proposal Evaluation.

The Contract will be awarded to the highest technically rated Respondent whose Proposal is determined to be responsive and in the best interests of RIOC, subject to a determination that the Cost Proposal is fair, reasonable, and provides the best value to RIOC.

D. Basis for Panel Selection and Contract Award

RIOC will assess the Proposals utilizing the criteria set forth above. RIOC will select multiple Respondents for its "pre-qualified" Legal Services panel and will then enter into Contracts with one or more of those pre-qualified Respondents on an as-needed basis. Selection as a pre-qualified Respondent is subject to RIOC's determination that the Proposal is responsive to the requirements stated in this RFP, that the Cost Proposal is fair and reasonable and that the Respondent receives a satisfactory score as a result of the technical evaluation.

RIOC will consider the various factors when assigning Legal Services work, which may include but not necessarily be limited to:

- The specialized expertise of the Firm;
- The availability and expertise of Firm's assigned employees;
- The amount of other RIOC work assigned to the Firm; and
- The Vendor's use of MWBE and SDVOB subcontractors/consultants.

Interviews will be conducted as follows:

1. RIOC reserves the right, in its absolute and sole discretion, whether to interview any or all the Respondents. The rating committee may conduct interviews for many reasons, including to further assess Respondent's ability to perform the services, or to seek information related to any other evaluation criteria. Respondent(s) will be notified of the date and time of their Interview and whether such Interview will be conducted via telephone, video conference or other medium. The Interview should further demonstrate the Respondent's ability to provide the required services. Further information with regard to the format of this stage of the evaluation may be requested at this time.
2. Following the Interview(s), RIOC staff responsible for review and evaluation of the proposals will finalize the scoring of each finalist interviewed on the criteria listed above.

NYS Reserved Rights

RIOC reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at the agency's sole discretion;
- Make an award under the RFP in whole or in part;
- Disqualify any Offeror whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Use proposal information obtained through site visits, management interviews and the State's investigation of a Offeror's qualifications, experience, ability or financial standing, and any material or information submitted by the Offeror in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct Offerors to submit proposal modifications addressing subsequent RFP amendments;
- Change any of the scheduled dates;

- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Offerors;
- Waive any requirements that are not material;
- Negotiate with the successful Offeror within the scope of the RFP in the best interests of the State;
- Conduct contract negotiations with the next responsible Offeror, should the agency be unsuccessful in negotiating with the selected Offeror;
- Utilize any and all ideas submitted in the proposals received; and
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offeror's/Offeror's proposal and/or to determine an Offeror's/Offeror's compliance with the requirements of the solicitation.

Exhibit 1

Scope of Services

Selected firms will be kept on a retainer to RIOC in accordance with the Retainer Agreement attached as Exhibit 4. RIOC will reach out to retained firms directly through the firm's point of contact as designated in their Proposal based on the firm's demonstrated experience in a given practice area and in RIOC's sole discretion. Matters will then be assigned by the Point of Contact to one or more attorneys in the firm as approved in advance by RIOC. RIOC reserves the right to request to review the resumes of any attorney which it has not previously approved, as well as to deny the assignment of any matter to any specific attorney, regardless of whether that attorney had been previously approved by RIOC. RIOC reserves the right to assign firms with demonstrated expertise in one area of law to a legal matter that may cross over to subject matter areas typically covered by firms with expertise in other practice areas. The case volume for each practice area varies from year to year but generally encompasses the following practice areas:

Real Estate & Redevelopment – includes, but is not limited to, review and drafting of contracts, transforming raw land or existing properties into functional, valuable real estate, involving conceptualizing, financing, managing, and overseeing construction or renovation from idea to completion, creating residential, commercial, or mixed-use buildings. Assist with coordinating diverse activities like site selection, design, permits, and construction, often requiring vision, financial acumen, and leadership to bring a project to market.

Land Use –includes, but is not limited to, advising on and representing RIOC’s interests in, national, regional and local land use matters, including zoning exemptions due diligence and analysis, condominium conversions, and advising on various New York City tax exemption programs including New York City’s 421-a program. Experience handling land use disputes (pre-litigation and litigation) is also desirable.

Construction – includes, but is not limited to, review of contracts, specifications, purchase/job orders and change orders relating to construction and design projects, contract template review and analysis, advising on procurement laws and bid award process, and construction dispute resolution, including litigation and alternative dispute resolution procedures.

Labor & Employment– includes both non-litigation and litigation matters. Non-litigation matters may include, but not be limited to, advice on internal employee matters, including severance-related matters, organized labor disputes and negotiations, aid in

drafting policies and best practices, and internal investigations. Litigation matters may include representation of RIOC in labor/employment-related claims (e.g. Title VII, ADA, ADEA) in state and federal court, as well as administrative proceedings/hearings, arbitration and mediation.

Municipal/Government Entity Representation- includes, but is not limited to, advising RIOC and/or representing RIOC in litigation related to the wide range of issues affecting a public benefit corporation, such as day-to-day operational issues such as corporate governance, compliance with open meetings laws and the Freedom of Information Law, general commercial litigation, Article 78 proceedings, actions commenced by or against RIOC, its members, officers and employees arising out of the performance of their duties and responsibilities, civil rights litigation, and allegations of constitutional law violations.

RIOC is not seeking representation for personal injury or tort claims.

Residential and Commercial Real Estate and Landlord/Tenant – includes, but is not limited to, any matter involving the RIOC’s real property assets, both commercial and residential, such as representing RIOC in its acquisition, sale and leasing of real property, all negotiations related thereto, compliance, enforcement of lease provisions, property maintenance, and title disputes.

Environmental – includes, but is not limited to, advising in environmental regulatory matters, strategic advice, zoning opinions and letters, advising on the public trust doctrine, environmental approvals for development projects, litigating environmental disputes, and matters relating to flood and storm resiliency.

Retained firms may generally be asked to assist RIOC with legal matters falling into any

of the above-stated categories that arise in the ordinary course of RIOC's business. Such assistance may include, but shall not be limited to, attending meetings, reviewing and commenting on documents, drafting and otherwise preparing agreements, and providing clarity in response to specific RIOC questions.

RIOC reserves the right to request assistance from any or all firms on retainer in any or all of the practice areas listed above. RIOC further reserves the right to decline to request the assistance of or assign work to any or all firms on retainer during the term of the retainer. Firms are responsible for tracking hours worked on each matter and submitting detailed invoices to RIOC as more fully set forth in the Retainer Agreement.

In the event that the principal partners and attorneys identified as being responsible for RIOC's matters or other key members of a firm's team in a particular area of expertise, leave the firm, RIOC, in its sole discretion, will determine whether its agreement with that firm shall terminate, shall remain with the firm, or shall "follow" those key law firm member(s). Similarly, if a firm combines with another firm and such principal partners and other attorneys remain with the newly combined firm, the newly combined firm will be considered to be pre-qualified in that area of expertise and RIOC may elect to enter into a Retainer Agreement with the combined firm.

Exhibit 2 - Vendor Responsibility Attestation

As provided in Proposal Format and Required Attachments, I hereby submit this form certifying:

Choose One:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization

Official: _____

Print/Type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Exhibit 3 – RIOC’s Standard Form Contract for Services

ROOSEVELT ISLAND OPERATING CORPORATION

STANDARD FORM CONTRACT FOR SERVICES

DATE OF CONTRACT: XXXXX

1. CONTRACT NO.: XXXXXX

2. PROJECT NAME: XXXXXX

3. CONTRACTOR: Entity Name

4. ROOSEVELT ISLAND OPERATING CORPORATION
426 MAIN STREET
ROOSEVELT ISLAND, NEW YORK 10044

ATTENTION: Name: XXXXXX
Title: XXXXXX
Tel. xxx.xxx.xxxx E-mail: xxx.xxx.xxxx

5. HEREBY REQUESTS YOU

Entity Name
Address 1
Address 2
Attn: Contact Name/Title
Tel. xxx.xxx.xxxx Fax xx.xxx.xxxx
E-mail:

6. TO PROVIDE the Services described in Schedule B1 annexed hereto and in any other documents listed in Schedule B1, in accordance with Schedules A, B2, and C, attached hereto. All of the annexed Exhibits and Schedules and other documents listed or otherwise referenced therein are hereby expressly made a part of this Contract as fully as if set forth at length herein. Schedule A contains standard provisions required by law to be incorporated into all agreements entered into by the State of New York public entities, and pertains to the extent applicable, to this Contract.

7. YOU shall commence the Services on or before xxx x, 20xx, and complete said Services on or before xxxx xx, 20xx.

8. YOUR COMPENSATION for the above Services shall not exceed xxxxxxxxxxxxxxxxxxxx dollars (\$xxx,xxx,xx.00) (hereinafter referred to as the "Contract Sum"), as further specified in Schedule B2 annexed hereto. The Contract Sum is either a fixed price, or a not-to-exceed price based on hourly rates, as stated in Schedule B2. The Contract Sum shall include all costs necessary to perform the Services described in Schedule B1 of this Contract. All invoices shall be submitted in accordance with Exhibit 1, annexed hereto.

Exhibit 3 RIOC Standard Form Contract for Services

9. YOU may refer any questions related to this Contract to RIOC's XXXXXX Department, at xxx.xxx.xxxx.

10. Upon the submission of proper monthly invoices to the Project Manager and the Finance Department, in conformity with Exhibit 1 annexed hereto, RIOC shall make monthly payments to the Contractor in accordance with Schedule B2 within 30 days. Acceptance of the final monthly payment by the Contractor shall release RIOC from any and all claims for payment for services rendered pursuant to this Contract. This Contract shall be deemed executory only to the extent of money available to RIOC for the performance of the terms hereof and no liability on account thereof shall be incurred by RIOC beyond moneys available for the purpose thereof.

11. YOU SHALL execute and return three copies of this Contract to RIOC. RIOC shall provide you with a copy of the fully executed Contract, which will constitute your authorization to proceed with the Services described herein.

AGREED TO AND ACCEPTED THIS _____ DAY OF _____ 202__ :

ENTITY NAME

By: _____
Title: _____

ROOSEVELT ISLAND OPERATING CORPORATION

By: Benjamin A. Jones
President/Chief Executive Officer

Attachments:

- Exhibit 1: Sample Invoice
- Schedule A: General Conditions
- Schedule B1: Scope of Services and Additional Terms
- Schedule B2: Contract Sum Breakdown and Retainage
- Schedule C: Definitions under Article 3 of the NYS Veterans' Law and Article 15-A of the NYS Executive Law

Exhibit 3 RIOC Standard Form Contract for Services

EXHIBIT "1"

Sample Invoice Satisfying RIOC Informational Requirements For Contractual Invoice Processing

CORPORATION NAME
 ADDRESS
 TELEPHONE NUMBER

Department of Finance
 Roosevelt Island Operating Corporation
 426 Main Street
 Roosevelt Island, New York 10044
 Attn: Chief Financial Officer
 and
 Roosevelt Island Operating Corporation
 426 Main Street
 Roosevelt Island, New York 10044
 Attn: (Project Manager)

DATE

This is our invoice for work performed during December 2003. Complete documentation for services and disbursements is attached. All information required for your processing of this contractual invoice is provided.

Invoice No. 1825

Contract No.:

Contract Limit (including Change Orders): \$50,000
 Initial Contract Amount: \$45,000
 Change Order 6/15/0X: \$ 5,000

Period of Work Covered: December 1, 2015 to December 31, 2015.

Total Invoice Amount: \$ 5,625
 Services: \$ 5,225 (Hours and rates for various staff who worked on project)
 Disbursements: \$ 400 (Complete documentation must be provided - photocopies of bills)
 Detailed Description of Services Provided:

What was produced by the work performed, etc. There should be a substantial amount of detail. Complete documentation in product-form must be provided.

All Invoices to Date:

Date	Invoice #	Invoice Amount (\$)	Services(\$)	Disb.(\$)
2/15/15	1234	12,659	12,500	159
3/15/15	1340	1,760	1,750	10
4/15/15	1498	4,111	4,000	111
5/15/15	1525	7,123	7,000	123
6/15/15	1625	11,750	11,500	250
7/15/15	1710	3,600	3,500	100
Totals		41,003	40,250	753

Current Invoice

12/15/15	1825	5,625	5,225	400
Totals		46,628	45,475	1,153

Balance Remaining Under Contract: (For Contracts limiting Service Amount Only) \$ 4,525
 Contract Amount: \$50,000
 Minus Total Services Invoiced to Date Including Current Invoice: \$46,628

SCHEDULE A

GENERAL CONDITIONS

SECTION 1- DEFINITIONS

Whenever used in this Contract:

1. The term "RIOC" means Roosevelt Island Operating Corporation.
2. The term "Change Order" means a written order signed by RIOC as described in Section 3.
3. The term Contractor shall mean **Entity Name**.
4. The term "Contract" means and includes:
 - a. Standard Form Contract for Services;
 - b. Exhibit 1 - Sample Invoice;
 - c. General Conditions - Schedule A;
 - d. Scope of Services and Additional Terms - Schedule B1;
 - e. Contract Sum Breakdown and Retainage - Schedule B2;
 - f. Definitions under Articles 15-A and 17-B Regulations - Schedule C.
5. The term "Contract Sum" means the fixed price or not-to-exceed price payable to the Contractor for the Services as provided in paragraph 8 of the Standard Form Contract for Services and Schedule B2, subject to adjustment only by Change Order as provided in Section 3 hereof.
6. The term "Contract Time" means the time for completion of the Services as set forth in paragraph 7 of the Standard Form Contract for Services, subject to extension only by Change Order as provided in Sections 3 and 7 hereof.
7. The term "Indemnitees" means the persons identified as such in Section 13 hereof.
8. The term "Services" means the services specified and the obligations imposed upon the Contractor under this Contract.

SECTION 2 - CONFLICTING TERMS

In the event of a conflict between the terms of the Contract (including any and all attachments hereto and amendments thereof) and the terms of this Schedule A, the specific terms of this Contract shall control.

SECTION 3 - CHANGE ORDERS

Changes or extra services, beyond the Services specified under the Contract, and resulting in extensions of the Contract Time, may be authorized only by a written Change Order issued and signed by the President/Chief Executive Officer of RIOC or RIOC's Vice President, or their designee, and co-signed by the Contractor. The written Change Order shall specify: (a) the change in the Services, (b) the amount of adjustment of the Contract Sum, if applicable, and/or (c) any extension of the Contract Time.

Exhibit 3 RIOC Standard Form Contract for Services

Adjustments to the Contract Sum pursuant to this paragraph, shall be made in accordance with the procedures set forth in Schedule B2. The Parties will cooperate to agree on adjustments to the Contract Sum and Contract Time. Parties will cooperate regarding any extension required of the Contract Time.

SECTION 4 - ORDER TO PROCEED

Delivery to the Contractor of a fully executed copy of this Contract shall constitute authorization to proceed with the Services, unless a different commencement date is otherwise provided. If otherwise provided, RIOC will issue an order to proceed in writing which will set forth the date upon which the Services are to commence. All orders to proceed are subject to the Contractor's compliance with the insurance requirements of Section 14 hereof.

SECTION 5 - PERFORMANCE

The Contractor shall supervise, direct and perform the Services, using the Contractor's best skill and attention. If Services are to be performed on-site, the Contractor shall be fully responsible for the safety of all persons engaged in the performance of such Services and the public as well as all property that may be affected by the Services.

The Contractor shall keep RIOC informed of the progress and quality of the Services. The Contractor shall attend progress meetings as required by RIOC.

The Contractor shall perform the Services in accordance with all applicable federal, state and local laws, ordinances, codes, rules, regulations, lawful orders and standards.

SECTION 6 - PROGRESS AND COMPLETION

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by President/Chief Executive Officer of RIOC or their designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

By executing the Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Services. The Contractor shall proceed expeditiously with adequate work force and shall complete the Services within the Contract Time.

SECTION 7 - DELAYS, EXTENSIONS OF TIME AND SUSPENSIONS

If the Contractor's Services are delayed by an act of RIOC or of another contractor employed by RIOC or by changes ordered by RIOC in the Services, or by labor disputes, fires, or other causes beyond the Contractor's control, or by delay authorized by RIOC, then the Contract Time shall be extended by Change Order for such reasonable time as RIOC may determine. The Contractor shall not be entitled to any extension of the Contract Time unless claim therefor is presented to RIOC as provided in Section 27.

Extension of the Contract Time as provided in this Section 7 shall be the Contractor's sole and exclusive remedy and compensation for delays, disruptions and hindrances of any kind. The Contractor agrees that it will make no claim against RIOC for increased compensation (other than extension of the Contract

Exhibit 3 RIOC Standard Form Contract for Services

Time) or damages on account of any delay, disruption or hindrance due to any cause.

The President/Chief Executive Officer of RIOC, or their designee, in their sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the President/Chief Executive Officer of RIOC, or their designee, issues a written notice authorizing a resumption of performance under the Contract.

SECTION 8 - COMPTROLLER'S APPROVAL

In accordance with Section 2879-a of the Public Authorities Law, if this contract exceeds \$1,000,000, and is not competitively bid, it may be subject to the Comptroller's approval.

SECTION 9 - TERMINATION

RIOC may terminate the Contract prospectively upon five (5) business days' written notice, for convenience or for any other reason whatsoever. In the event that the Contract is terminated, for default or cause, prior to any such termination RIOC shall give the Contractor written notice of the breach and five (5) business days to cure the breach (a "Cure Period"). Notwithstanding the foregoing, if RIOC in its sole discretion determines that a Cure Period would be futile, RIOC may terminate for default or cause without granting a Cure Period. However, if RIOC grants a Cure Period it is solely within RIOC's discretion to determine whether the breach has been cured. Additionally, RIOC may, upon determining that the Contractor's performance hereunder will endanger the public health or safety, terminate the Contract immediately. Upon termination for any reason, Contractor shall deliver all Records as defined in Sections 15 and 16 of this Schedule A within five (5) business days of termination.

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, RIOC may terminate the agreement by providing written notification to the Contractor in accordance with the terms hereof.

In addition, upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate RIOC officials or staff, the Contract may be terminated by President/Chief Executive Officer of RIOC, or their designee, at the Contractor's expense where the Contractor is determined to be non-responsible. In such event, the President/Chief Executive Officer of RIOC, or their designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

SECTION 10 - PAYMENTS

Payments will be made only upon the receipt by the Vice President (or their designee) and the Finance Department, of a proper invoice submitted by the Contractor and that has been approved by the Vice President (or their designee), in accordance with Schedule A and Schedule B2. The receipt of final

Exhibit 3 RIOC Standard Form Contract for Services

payment electronically or the deposit of final payment by paper check by the Contractor shall constitute a waiver of any claims for payment for services rendered arising from this Contract by the Contractor against RIOC.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by RIOC's President, in their sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary RIOC procedures and practices. The Contractor shall comply with RIOC's procedures to authorize electronic payments. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with RIOC's electronic payment procedures, except where the RIOC President has expressly authorized payment by paper check as set forth above.

All payments for Work will be subject to the inspection, determination, and approval of Work by the Vice President (or their designee). RIOC may withhold payment, in whole or in part, to the extent reasonably necessary to protect RIOC from loss for which the Contractor is responsible, including loss because of: defective Work not remedied; third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to RIOC is provided by the Contractor; failure of the Contractor to make payments properly to subcontractors for labor, materials or equipment; reasonable evidence that the Work cannot be completed for the Contract Sum; damage to RIOC or another contractor; reasonable evidence that the Work cannot be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or failure to carry out the Work in accordance with the Contract.

SECTION 11 - SET-OFF RIGHTS

RIOC shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, RIOC's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract, or any other contract with RIOC up to any amounts due and owing to RIOC with regard to this contract, any other contract with RIOC, plus any amounts due and owing to RIOC for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties.

SECTION 12 - EXECUTORY CLAUSE

In accordance with Section 41 of the State Finance Law, RIOC shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for this Contract.

SECTION 13 - INDEMNIFICATION

To the fullest extent permitted by law, and in addition to any liability or obligation of the Contractor to RIOC that may exist under the Contract or by statute or otherwise, the Contractor hereby agrees to hold harmless, indemnify and defend Roosevelt Island Operating Corporation, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York, and any others listed in Schedule B1 and in each and every case, their directors, officers, employees, agents, consultants or contractors (hereinafter, collectively referred to as "Indemnitees"), from and against any damages, costs, claims or liabilities which Indemnitees may sustain as a result of any and all liabilities, losses, damages, interests, judgments, liens, costs and expenses (including without limitation, reasonable counsel fees and disbursements)

Exhibit 3 RIOC Standard Form Contract for Services

claims, demands, suits, actions, or proceedings which may be made or brought against Indemnites in any way arising out of or relating to the Contract or the Services, including without limitation, the negligent acts or omissions, willful misconduct or unauthorized acts of the Contractor in the performance of the Services hereunder or of any subcontractor or other entity hired, obtained, or employed by the Contractor to provide Services in connection with the Contract. However, the Contractor shall not be obligated to hold harmless, indemnify and defend an Indemnitee to the extent of the Indemnitee's comparative negligence or willful misconduct. As a condition of the foregoing obligation, RIOC shall give the Contractor prompt notice of any claim for which indemnification is sought.

Indemnites' directors, officers, and employees shall not be personally or individually liable to Contractor, and shall be held harmless, for any actions, losses, damages, claims, liabilities, costs or expenses (including without limitation, reasonable counsel fees and disbursements) in any way arising out of or relating to the Contract or the Services performed pursuant to it.

The Contractor agrees that this Section 13 of the General Conditions shall survive the expiration or termination of the Contract and is so noted in the insurance.

SECTION 14 - INSURANCE

The Contractor shall insure and carry the following insurance and agrees that the following insurance shall survive the expiration or termination of the Contract:

A. General Requirements

The additional insured protection afforded to Roosevelt Island Operating Corporation must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of Roosevelt Island Operating Corporation, no policies may contain any limitations/exclusions for New York Labor Law claims, and cross liability coverage must be provided for Roosevelt Island Operating Corp.

- All of the carriers that provide the below required insurance must be rated "A-:VII" or better by A.M. Best and must provide direct written notice of cancellation or non-renewal to RIOC at least 30 days before such cancellation or non-renewal is effective, except for cancellations due to non-payment of premium, in which case 10 days written notice is acceptable.

B. Insurance Requirements for the Contractor

The Contractor will be required to obtain and provide proof of the types and amounts of insurance listed below continuing throughout the entire Term. The insurance policies listed below must also conform to the applicable terms of the Contract.

- **Commercial General Liability Insurance**, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$2,000,000 products / completed operations aggregate

Roosevelt Island Operating Corporation and other entities listed below must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by the Contractor and any of its subcontractors. Should the Contractors' work include construction activities of any kind then the Contractor must maintain Products/Completed Operations coverage for no less than three years after the

Exhibit 3 RIOC Standard Form Contract for Services

construction work is completed and continue to include Additional Insured protection for Roosevelt Island Operating Corporation for the prescribed timeframe. Securing the required limits via a combination of primary and umbrella/excess liability policies is allowed. The General Aggregate limit must apply on a per project basis on the primary General Liability policy should a combination of primary and Umbrella/Excess liability policies be utilized to secure the required total limits of coverage.

- **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000. Coverage must apply to the Contractor's owned, hired, and non-owned vehicles and protect Roosevelt Island Operating Corporation as additional insured.
- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Contractor.
- **Professional Liability ("Errors & Omissions") Insurance** must be maintained at a limit of not less than \$3,000,000 each claim.

Certificates of Insurance for aforementioned coverages shall be provided to RIOC prior to the commencement of Work under the Contract and bear notations evidencing a minimum of 10-day cancellation notice to RIOC. The Contractor's Insurance policies shall name Roosevelt Island Operating Corporation, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York and any others listed in Schedule B1 as additional insureds. RIOC and the entities listed above must be included as additional insureds on a primary and non-contributory basis for all policies except workers compensation. Endorsements for Additional Insured, Primary & Non-Contributory, Waiver of Subrogation must be provided alongside the certificate of insurance.

The Contractor shall ensure that all Subcontractors carry appropriate insurance coverage for the entire contract term.

SECTION 15 - RECORDS AND ACCOUNTS

Contractor shall maintain accurate books, records, documents, accounts, maintenance manuals, warranties, blueprints, photographs, other materials and all evidence of the Services (hereinafter, collectively, "Records"). Contractor shall also maintain and provide accurate Records that provide an accounting of the specific Services performed in such form as to demonstrate the actual Services rendered to perform this Contract; and shall furnish or make available such Records or other information as may be required to substantiate any report or invoice submitted to RIOC's Project Manager assigned to supervise the Services, for payment and will also provide a copy to the Finance Department.

The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as RIOC, shall have access to the Records during normal business hours at an office available, at a mutually agreeable and reasonable venue within the State of New York, for the term specified above for the purposes of inspection, auditing and copying. RIOC shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law ("Freedom of Information Law or FOIL") provided that: (i) the Contractor shall timely inform an appropriate RIOC official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under FOIL is reasonable. Nothing contained herein shall diminish, or in any

Exhibit 3 RIOC Standard Form Contract for Services

way adversely affect, RIOC's right to discovery in any pending or future litigation.

SECTION 16 - OWNERSHIP OF MATERIALS

The Contractor shall provide all labor, materials and equipment necessary to perform and complete all Services. All machinery and/or replacement parts installed by the Contractor in the performance of Services pursuant to this Contract shall become and remain the exclusive property of RIOC.

Upon completion of the Services or upon termination of this Contract, all Records, products and materials, including software, collected and prepared pursuant to this Contract shall become the exclusive property of RIOC, shall be delivered to RIOC (preliminary, final or otherwise), within five (5) business days of termination and any and all rights of the Contractor to such materials shall immediately be extinguished. RIOC shall have the sole and exclusive right to utilize such materials in any way it chooses.

The Contractor agrees that it shall not use, publish, transfer or license any Services, without the prior written approval of the President/Chief Executive Officer of RIOC. The Contractor shall not use any material in any way which discloses the identity of RIOC without prior written approval from the President/Chief Executive Officer of RIOC.

SECTION 17 - ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign, transfer, subcontract or otherwise dispose of its rights, privileges or responsibilities under the terms of this Contract, without RIOC's prior written consent, which shall be in RIOC's sole discretion. In the event there is no prior written consent from RIOC, such assignment, transfer, subcontract or other disposition shall be void.

SECTION 18 - CONFLICTS OF INTEREST

The Contractor represents that:

1. No officer, employee, agent or director of RIOC, shall participate in any decision relating to this Contract which affects his personal interest or the interests of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any officer, agent, director or employee of RIOC have any interest, direct or indirect, in this Contract.
2. The Contractor shall cause, for the benefit of RIOC, every contract with any subcontractor to include the representations contained in subsection (a) of this Section. The Contractor will take such action in enforcing such provisions as RIOC may direct, or, at its option, assign such rights as it may have to RIOC for enforcement by RIOC.

SECTION 19 - NON-COLLUSIVE BIDDING CERTIFICATION

If this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to RIOC a non-collusive bidding certification on Contractor's behalf.

SECTION 20 - AFFIRMATIVE ACTION AND NON-DISCRIMINATION AND NEW YORK STATE BUSINESS ENTERPRISES REQUIREMENTS

1. Minority and Women-Owned Enterprises (MWBEs)

Pursuant to New York State Executive Law Article 15-A, RIOC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of RIOC contracts. The Contractor agrees to be bound by the provisions of Article 15-A and the M/WBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of the terms or provisions of this Contract conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

It is the policy of RIOC to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, military status, disability, predisposing genetic characteristic, marital status or domestic violence victim status, prior criminal conviction and prior arrest, and to take affirmative action in working with contracting parties to ensure that qualified State certified Minority Business Enterprises, and qualified State certified Women-owned Business Enterprises (MBEs/WBEs), Minority Group Members and women share in the economic opportunities generated by RIOC's participation in projects or initiatives, and/or the use of RIOC funds (from any source, including the United States of America).

RIOC is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("M/WBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. The Contractor shall inform RIOC in writing of the individual designated as the Minority Business Enterprise Liaison responsible for administering the M/WBE and EEO programs.

For the purposes of this Contract, RIOC hereby establishes an overall goal of 30% for M/WBE participation, for New York State-certified minority-owned business enterprise ("MBE") participation and for New York State-certified women-owned business enterprise ("WBE") participation (collectively "M/WBE Contract Goals") based on the current availability of MBEs and WBEs.

The Contractor agrees to use good faith efforts (5 NYCRR Part 142.8) to achieve utilization of MBEs and WBEs equal to XX% of the total value of the Services under the Contract.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
One Commerce Plaza
Albany, NY 12245
Phone: (518) 474-7756 Fax: (518) 486-6416
<https://ny.newnycontracts.com>

Exhibit 3 RIOC Standard Form Contract for Services

The directory of minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Minority and Women's Business Development Division
Phone: (855) 373-4692
mwbecertification@esd.ny.gov

Copies of the directory are also available for inspection at RIOC's main office. A current listing of certified M/WBEs may also be obtained online at <https://ny.newnycontracts.com>.

The directory and any listing of certified M/WBEs should not be construed as an endorsement or recommendation of any particular firm and is for use only as a resource that lists the names of businesses that qualify as M/WBE's under the definition set forth in Schedule C.

In order to maximize participation of Certified M/WBE's as subcontractors and suppliers with respect to this Contract, the Contractor is required to make the following efforts:

- a. attend meetings scheduled by RIOC where bidders will be advised of general contract requirements and M/WBE program;
- b. advertise, where appropriate, in general circulation media, trade association publications and small business media;
- c. notify small, minority and women contractor associations by written solicitation of specific subcontracts;
- d. send written notification to Certified M/WBEs that their interest in the Services is solicited;
- e. actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations;
- f. ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs;
- g. where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation;
- h. document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals; and
- i. ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and, where appropriate, that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

The Contractor shall include a proposed list of subcontractors and suppliers to demonstrate that the goals of this section for participation of M/WBEs will be achieved on the form entitled

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"Vendor/Contractor's Utilization Form". RIOC will review the submitted utilization plan and advise the Contractor of RIOC's acceptance or issue a notice of deficiency within 30 days of receipt. If a notice of deficiency is issued, the Contractor agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to RIOC a written remedy in response to the notice of deficiency. If the written remedy that is submitted is found by RIOC to be inadequate despite good faith efforts having been made by the Contractor, RIOC shall notify the Contractor and may direct the Contractor to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals. Without limiting any other provisions contained in the Contract Documents, RIOC may disqualify a contractor as being non-responsive under the following circumstances:

- a. a contractor fails to timely submit a Vendor/Contractor's Utilization Form;
- b. a contractor fails to timely submit a written remedy to a notice of deficiency;
- c. a contractor fails to timely request a waiver; or
- d. RIOC determines that the contractor has failed to document good faith efforts. Such documents shall include, but not necessarily be limited to:
 - i. Evidence of outreach to M/WBEs;
 - ii. Any responses by M/WBEs to the Contractor's outreach;
 - iii. Copies of advertisements for participation by M/WBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - iv. The dates of attendance at a pre-bid, pre-award, or other meetings, if any, schedules by RIOC with M/WBEs; and
 - v. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for M/WBE participation.

The Contractor shall use good faith efforts to utilize any MBE or WBE identified on the Vendor/Contractor's Utilization Form during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to the award of the Contract may be made at any time during the term of the Contract to RIOC in writing, but must be made no later than prior to the submission of a request for final payment on the Contract. For guidance on how RIOC will determine a Contractor's "good faith efforts", refer to N.Y. Comp. Codes R. & Regs. Tit. 5, Ch. 1, Pt. 142.8. Joint ventures with Minority and Women-Owned Business Enterprises will be considered toward meeting the goals.

Commencing not more than 30 days after (i) execution of the Contract, or (ii) start of the services, the Contractor shall submit to the RIOC a Contractor's Quarterly or Monthly M/WBE Contractor Compliance & Payment Report of the workforce actually utilized on the project, itemized by ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by RIOC. Pursuant to Executive Order #162, the Contractor shall also submit a Workforce Utilization Report, and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such form as shall be required by RIOC on MONTHLY or QUARTERLY basis during the term of the Contract. Separate forms shall be completed by the Contractor and any Subcontractors. Contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the Contract. Completed forms should be emailed to Sarah.wang@rioc.ny.gov with a copy to Amy.Firestein@rioc.ny.gov.

Accuracy of the information contained in the reporting documentation (Vendor/Contractor

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Workforce Utilization Report and Contractor's Quarterly M/WBE Contractor Compliance & Payment Report) shall be certified to by an owner or officer of the Contractor.

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

In the event RIOC determines a Contractor to be non-compliant with Article 15-A M/WBE requirements, RIOC will notify said Contractor in writing of the delinquency. The written notice will provide a specified time within which the Contractor may cure any delinquency, as outlined in section 142.12 of Title 5 of the New York Codes, Rules and Regulations. In addition, the notice may propose an action to correct the problem and also provide the contractor an opportunity to propose a suitable, alternative corrective action. In the event that the parties are unable to resolve the dispute, RIOC may refer the matter to the Division of Minority and Women's Business Development for resolution in accordance with section 142.12 of Title 5 of the New York Codes, Rules and Regulations.

RIOC and the Contractor recognize the necessity of correcting the effects of discrimination in public procurement and that the socio-economic benefits and enforcement of the non-discrimination provisions set forth herein are significant but will include items of loss whose amounts will be incapable or very difficult of accurate estimation. As such, in accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found by RIOC to have willfully and intentionally failed to use good faith efforts (as defined in N.Y. Comp. Codes R. & Regs. Tit. 5, Ch. 1, Pt. 142.8) in order to comply with the M/WBE participation goals set forth in the Contract, such finding constitutes a material breach of contract and RIOC may withhold payment from the Contractor not as a penalty, but as liquidated damages. Such liquidated damages shall be calculated as ten percent (10%) of the difference between (1) all sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals and (2) all sums actually paid to M/WBEs for work performed or materials supplied under the Contract. In the event a determination has been made which requires the payment of liquidated damages and such sums have not been withheld by RIOC, the Contractor shall pay such liquidated damages to RIOC within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor shall file a complaint with the Director of the Division of Minority and Women's Business Development in the Department of Economic Development (the "Director") pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of RIOC.

2. Service-Disabled Veteran-Owned Business Act Requirements

Select one (delete or strike out the others): Option A – SVDVB participation goal is set (fill in the percentage below); or Option B – no SVDVB goal is set; or Option C – if the procurement is established as a set aside contract pursuant to 9 NYCRR § 252.2(j), do not set an SDVOB goal, but, instead use the language included in Option C.

OPTION A

Article 3 of the New York State Veterans’ Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. RIOC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of RIOC’s contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

- A. RIOC hereby establishes an overall goal of % for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to RIOC’s Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any

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modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to RIOC.

- C. RIOC will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of RIOC's acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to RIOC a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by RIOC to be inadequate, RIOC shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by RIOC a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. RIOC may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If RIOC determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, RIOC shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at RIOC for guidance.**
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by RIOC at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, RIOC shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time

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during the term of the Contract to RIOC, but must be made no later than prior to the submission of a request for final payment on the Contract.

- D. If RIOC, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, RIOC may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to RIOC.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by RIOC with certified SDVOBs whom RIOC determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to RIOC during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on RIOC's website and should be completed by the Contractor and submitted to RIOC, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: Amy.Firestein@rioc.ny.gov

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/veterans/>

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OPTION B

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. RIOC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of RIOC's contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, RIOC conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

OPTION C

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. RIOC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of RIOC's contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

RIOC established this procurement as a set aside contract pursuant to 9 NYCRR § 252.2(j). Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of other SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

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Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

3. EEO Policy Statement

- a. The Contractor and subcontractors shall undertake or continue existing programs of affirmative action 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, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- b. Prior to the award of the Contract, the Contractor shall submit an Equal Employment Opportunity ("EEO") Policy Statement to RIOC within the time frame established by RIOC.
- c. The Contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the Contractor, as a precondition to entering into a valid and binding Contract, shall, during the performance of the Contract, agree to the following:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women 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 Contract. Affirmative action pertains to recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - iii. At the request of RIOC, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or 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 the Contractor's obligations herein.
 - iv. 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.

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- v. The Contractor will include the provisions of subdivisions (a) through (d) immediately above 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 Contract.

4. Prohibition of Contracts With Entities That Support Discrimination

In accordance with Executive Order No. 177 Regarding Prohibiting Contracts with Entities that Support Discrimination (“EO 177”), the Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. The Contractor further certifies that it submitted EO 177 Certification to RIOC prior to contract award.

5. Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles

In accordance with Chapter 807 of the Laws of 1992 the Contractor certifies that if it or any individual or legal entity in which the Contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor has business operations in Northern Ireland, such Contractor, shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

The Omnibus Procurement Act of 1992, requires that by signing this bid/proposal, Contractors certify that whenever the total bid amount is greater than \$1 million:

- a. The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to RIOC;
- b. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c. The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing of any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to RIOC upon request;
- d. The Contractor acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts.

Failure to comply with all of the foregoing requirements found in this Section may result in a finding of non-responsiveness, non-responsibility or breach of the Contract, leading to the

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withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract and at law.

SECTION 21 - ENVIRONMENTAL PROTECTION

The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (“ECL”) §19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL §19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology (“BART”) and Ultra Low Sulfur Diesel (“ULSD”), unless specifically waived by the New York State Department of Environmental Conservation (“DEC”). Qualifications for a waiver under this law will be the responsibility of the Contractor.

SECTION 22 - MATERIALS AND WORKMANSHIP

The Contractor hereby agrees and guarantees that all Services furnished under the Contract will conform to the terms of this Contract, as to kind, quality, function, design and characteristics of materials and workmanship. The Contractor shall adhere to professional standards and shall reprocess at its expense, all work necessary to correct errors directly caused by malfunction of the Contractor’s machines or mistakes of Contractor’s Personnel. RIOC agrees to cooperate with the Contractor in the performance of the Services hereunder, including without limitation and upon prior consent of RIOC’s designated representative, providing consultant with reasonable and timely access to facilities, data, information, and RIOC personnel.

The Contractor shall promptly correct Services rejected by RIOC, or deemed by RIOC to be defective or failing to conform to the requirements of the Contract. The Contractor shall bear all costs of correcting such Services, including, without limitation, additional testing and inspections.

The Contractor warrants that the Services will be of good quality and new unless otherwise required or permitted by the Contract, and that the Services will be free from defects not inherent in the quality required or permitted and will conform to the requirements of the Contract.

If, within one (1) year after substantial completion, the Services are found to be not in accordance with the Contract requirements, the Contractor shall correct it promptly after receipt of written notice from RIOC.

Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations the Contractor might have under the Contract. Establishment of the time period of one (1) year as provided above relates only to the specific obligation of the Contractor to correct the Services, and has no relationship to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations.

If the Contractor fails to correct defective or non-conforming Services as required or fails to carry out Services in accordance with the Contract, RIOC, by written order, may order the Contractor to stop the Services, or any portion thereof, until the cause for such order has been eliminated.

If the Contractor defaults or neglects to carry out the Services in accordance with the Contract and fails within five (5) business days after receipt of written notice from RIOC to commence and continue

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correction of such default or neglect with due diligence and promptness, RIOC may, without prejudice to other remedies RIOC may have, correct such deficiencies and the costs of correcting such deficiencies shall be deducted from payments to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to RIOC.

SECTION 23 - PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by RIOC. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of RIOC.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of RIOC; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of RIOC.

SECTION 24 - IRAN DIVESTMENT ACT

By entering into this Agreement, the Contractor certifies in accordance with State Finance Law Section 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

The Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by RIOC.

During the term of the Contract, should RIOC receive information that a person (as defined in State Finance Law Section 165-a) is in violation of the above-referenced certifications, RIOC 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 Act within 90 days after the determination of such violation, then RIOC shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

RIOC reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

SECTION 25 - CONFIDENTIALITY

The Contractor agrees that all deliverables, developed in the course of providing the services, are strictly confidential between the Contractor and RIOC, and except as specified herein the Contractor may not reveal or disclose such work product, without permission from RIOC, or unless ordered by a court of competent jurisdiction, governmental authority or administrative agency or required to be disclosed by law, subpoena, or similar process.

SECTION 26 - LABOR LAW

If this Contract involves the employment of laborers, workmen or mechanics under Articles 8 or 9 of the Labor Law or constitutes a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days set forth therein, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law. Contractor shall submit certified payrolls with each payment application. Where applicable by Labor Law, see Schedule B2 of this Contract for the Prevailing Rate Case Number (PRC#) that has been assigned to this project.

SECTION 27 - CLAIMS AND DISPUTE RESOLUTION

1. The Contractor shall proceed with the Services promptly as instructed or ordered by RIOC. The Contractor shall have no right to suspend all or any part of the Services or refuse to comply with any written instruction, direction or order of RIOC pending resolution of any dispute or for any other reason, provided that RIOC continues to make payments of undisputed amounts as provided in the Contract. Any such suspension or refusal will be a material breach of the Contract. The Contractor may preserve whatever right, if any, the Contractor may have to make claim with respect to any written instruction, order, direction, action or inaction of RIOC or others by giving notice as required by paragraph (b) of this Section 27 and by advising RIOC in writing, prior to proceeding with the Services in question, that the Contractor is proceeding under protest.
2. The Contractor must give written notice to RIOC of any claim by the Contractor for extension of time, extra compensation, price increase or damages of any sort within five (5) business days after the Contractor first learns of the act, omission, occurrence or circumstance on which the claim is based. The purpose of this notice is to give RIOC prompt opportunity (a) to cancel or revise orders or directions, change plans, mitigate or remedy circumstances giving rise to the claim or to take other action that may be desirable; (b) to monitor and verify the facts and circumstances as they occur; and (c) to verify any costs and expenses claimed by the Contractor contemporaneously as they are incurred. Written notice is required whether or not RIOC is aware of the facts and circumstances that constitute the basis of the Contractor's claim, and no action, inaction, or conduct of RIOC or any other person will be regarded as a waiver of such notice requirement except only a statement to that effect signed by RIOC. Failure of the Contractor to give written notice as required shall be deemed conclusively to be a waiver and release of any claim, and such notice shall be a condition precedent to the Contractor's right to make any claim arising out of, under or in connection with the Contract or its performance of the Services. Notice pursuant to this paragraph (b) of Section 27 shall be addressed and sent to RIOC in accordance with Section 36 of these General Conditions. Notice of

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claim given to any person other than RIOC shall not constitute notice to RIOC.

3. It shall be within RIOC's sole discretion whether to submit to arbitration any dispute, claim or controversy arising out of, or relating to, the Contract or the breach, termination, enforcement, interpretation or validity thereof (including the determination whether work performed under the Contract is within the Scope of Work) and including the determination of the scope or applicability of this arbitration provision (collectively, referred to as "Claims"). If RIOC determines that a Claim shall be submitted to arbitration, such arbitration shall be before the American Arbitration Association ("AAA") in New York County (or another arbitration tribunal of RIOC's choosing) with the parties sharing equally in the costs of the arbitration process and each party bearing their own legal costs and expenses. Further, it shall be in RIOC's sole discretion whether the arbitration shall be before one or three arbitrators. Judgement on an arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

SECTION 28 - INTERNATIONAL BOYCOTTS

1. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, where the Contract is for the construction, reconstruction, maintenance and/or repair of public work or for services performed or to be performed in an amount exceeding five thousand dollars, the Contractor hereby promises, asserts and represents that neither the Contractor nor any substantially owned or affiliated person, firm partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions, of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the regulations of the United States Department of Commerce promulgated under either act.
2. RIOC awards this Contract in material reliance upon the promise and representation made by the Contractor in the foregoing paragraph. This Contract shall be rendered void by the State Comptroller if subsequent to the execution of this Contract, the Contractor or such owned or affiliated person, firm, partnership or corporation has been convicted of a violation of the above Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.
3. The Contractor shall notify the State Comptroller of any such conviction or final determination of violation in the manner prescribed by the Comptroller's regulations after such determination within five (5) days. The Contractor shall deliver a copy of the notice to RIOC.

SECTION 29 - GRAND JURY, INVESTIGATIONS, TESTIMONY

The Contractor agrees to comply with the provisions of Sections 2876 and 2877 of the Public Authorities Law, and any subsequent amendments. The provisions require that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state, any political subdivision thereof, or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or

Exhibit 3 RIOC Standard Form Contract for Services

to answer any relevant questions concerning such transaction or contract,

1. such person, and any firm, partnership or corporation of which (s)he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or public benefit corporation or any official thereof for goods, work or services, for the period of five years after such refusal or until such disqualification shall be removed pursuant to Public Authorities Law Section 2877, and
2. any and all contracts with any public authority or public benefit corporation or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he or she is a member, partner, director or officer, may be canceled or terminated, but any monies owing by the public authority or public benefit corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

SECTION 30 - ILLEGALITY

If this Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Contract without affecting the binding force of the remainder.

SECTION 31 - ENTIRE AGREEMENT

This Contract integrates all agreements, representations and warranties prior to the date hereof, whether oral or written, between the parties, and constitutes the entire Contract between the parties hereto.

SECTION 32 - GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of New York.

SECTION 33 - COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 34 - MODIFICATIONS

This Contract shall not be modified except by amendment or Change Order in writing dated and signed by all parties hereto.

SECTION 35 - BINDING EFFECT

This Contract shall be binding upon, extend to, and inure to the benefit of the legal representatives, successors and valid assigns of the respective parties.

SECTION 36 - NOTICE

Except where otherwise provided, any written notice or communication required or permitted pursuant hereto by either party to the other party shall be in writing and either:

Exhibit 3 RIOC Standard Form Contract for Services

1. delivered by certified mail, postage prepaid, return receipt requested to the parties at their respective addresses set forth at page 1 of this Contract; or
2. provided by fax transmission and confirmed by regular mail, if to RIOC, at (212) 832-4582, and if to the Contractor, at the number supplied by the Contractor to RIOC; or
3. provided by email, if to RIOC Financial Officer at Sarah.wang@rioc.ny.gov & Amy.Firestein@rioc.ny.gov with a copy to Deputy General Counsel at Lada.Stasko@rioc.ny.gov, and if to the Contractor, at the email address supplied by the Contractor to RIOC.

SECTION 37 - ALL LEGAL PROVISIONS DEEMED INCLUDED

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall and is inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Contract shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

SECTION 38 - COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

SCHEDULE B1

SCOPE OF SERVICES AND ADDITIONAL TERMS

SECTION 1 - DESCRIPTION OF THE SERVICES

SECTION 2 - SPECIAL INSTRUCTIONS AND REQUIREMENTS

SECTION 3 - ADDITIONAL TERMS

1. Scheduling. Scheduling of the Services shall be as follows: [Insert reference to any written schedule and or scheduling and updating requirements.]
2. Deliverables. The deliverables required to be submitted by the Contractor are as follows: [].
3. Indemnitees. The following are additional Indemnitees under Section 13 of Schedule A: [].
4. Additional Insureds. The following shall also be named as additional insureds on the Contractor's Commercial General Liability Insurance and Automobile Liability Insurance, in addition to those listed under Section 14 of Schedule A: [].
5. Key Personnel. The Contractor shall assign the following key personnel to performance of the Services: [include name/title]. The Contractor shall not change its key personnel without RIOC's written consent, which may be granted or withheld in RIOC's sole discretion.

SCHEDULE B2

SECTION 1 - CONTRACT SUM BREAKDOWN AND RETAINAGE

The Contract Sum is:

- a. a fixed price
- b. a not-to-exceed price

[Strike either (a) or (b).]

If the Contract Sum is a fixed price, payments shall be based on percentages of completion of the Services using the following schedule of values:

If the Contract Sum is a not-to-exceed price, payments shall be based on Services performed using the following hourly rates:

Such not-to-exceed price represents the maximum sum payable to the Contractor for performance of the Services.

All hours billed must be supported by copies of actual timesheets signed by Contractor's employee, their respective supervisor, and approved by a RIOC project manager.

Retainage of [redacted] percent ([redacted]%) will be withheld from all payments until substantial

Exhibit 3 RIOG Standard Form Contract for Services

completion of the Services. When the Services are substantially complete, RIOG shall pay the Contractor the retainage, less any amount determined by RIOG to be sufficient to cover completion of all remaining Services. Final payment of such withheld sum shall be made upon final completion of all Services.

There is no obligation whatsoever on the part of RIOG to pay any amounts beyond those stated above. The Contractor shall have no claim to any additional amounts except as expressly authorized by written Change Order executed by RIOG.

Change Orders (if any) will be priced on the following basis: [REDACTED].

SCHEDULE C

SECTION 1 - DEFINITIONS UNDER ARTICLE 15-A REGULATIONS

The following definitions set forth in Executive Law Article 15-A are provided to the Contractor for ease of reference only:

1. “Certified business” shall mean a business verified by New York State as a minority or women owned business enterprise pursuant to Section 314 of the Executive Law.
2. “Minority group member” shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
 - a. Black persons having origins in any of the Black African racial groups;
 - b. Hispanic persons of Mexico, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
 - c. Native American or Alaskan native persons having origins in any of the original peoples of North America;
 - d. Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent or the Pacific Islands.
3. “Minority-owned business enterprise” shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:
 - a. at least fifty-one percent owned by one or more minority group members;
 - b. an enterprise in which such minority ownership is real, substantial and continuing;
 - c. an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
 - d. an enterprise authorized to do business in this state and independently owned and operated;
 - e. an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a “personal net worth” (as defined in subdivision 19 of Section 310 of the Executive Law) that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
 - f. an enterprise that is a “small business” pursuant to subdivision 20 of Section 310 of the Executive Law.
4. “Women-owned business enterprise” shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:
 - a. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
 - b. an enterprise in which the ownership interest of such women is real, substantial and continuing;
 - c. an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
 - d. an enterprise authorized to do business in New York State and independently owned and operated;
 - e. an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a “personal net worth” (as defined in subdivision 19 of Section

Exhibit 3 RIOC Standard Form Contract for Services

310 of the Executive Law) that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and

- f. an enterprise that is a “small business” pursuant to subdivision 20 of Section 310 of the Executive Law.

SECTION 2 - DEFINITIONS UNDER ARTICLE 3 OF THE VETERANS’ SERVICES LAW

The following definitions set forth in the NYS Veterans’ Services Law Chapter 13, Article 3, Section 40 are provided to the Contractor for ease of reference only:

“Certified service-disabled veteran-owned business enterprise” shall mean a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:

1. at least fifty-one percent owned by one or more service-disabled veterans;
2. an enterprise in which such service-disabled veteran ownership is real, substantial, and continuing;
3. an enterprise in which such service-disabled veteran ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
4. an enterprise authorized to do business in this state and is independently-owned and operated;
5. an enterprise that is a small business which has a significant business presence in the state, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the director, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto; and
6. certified by the Office of General Services.

Exhibit 4 – Form of Retainer Agreement

[DATE]

[FIRM/ATTORNEY NAME AND ADDRESS]

Re: **Legal Counsel (Contract No. XXXXX)**

Dear **[LEAD ATTORNEY NAME]**:

In accordance with the provisions of this letter agreement (the "Agreement"), Roosevelt Island Operating Corporation ("RIOC") hereby retains **[FIRM NAME]** (the "Firm") to provide legal counsel and render legal services to RIOC, specifically relating to matters including, but not limited to **[DESCRIPTION OF LEGAL SERVICES]** (collectively, the "Services").

1. RIOC shall assign the Services to the Firm on an as-needed basis throughout the Term of this Agreement. This Agreement does not guarantee that any specific amount of work will be assigned to the Firm; RIOC reserves the right, in its sole discretion, to assign any, or no, Services to the Firm under this Agreement.

2. **[LEAD ATTORNEY]** will bear the primary responsibility for the supervision, and completion, of the Services in a manner that is satisfactory to RIOC. **[LEAD ATTORNEY]** will be the "Key Partner" for purposes of this engagement. **[LEAD ATTORNEY]** may be reached at **[PHONE NUMBER AND EMAIL ADDRESS]**.

3. This Agreement shall be effective as of **[DATE]** and continue until **[DATE]** (the "Term"), unless RIOC terminates it earlier, for any reason, upon fifteen (15) days written notice from RIOC to the Firm. RIOC reserves the right to terminate the Agreement at any time, without prior notice, if the Key Partner ceases to be employed by the Firm.

4. The Firm will not represent any party with an interest that may be adverse to that of RIOC. Notwithstanding the preceding sentence, RIOC: (1) acknowledges that the Firm represents clients other than RIOC ("Firm Clients") and from time to time, may be asked to represent either: (a) RIOC in a transaction in which one or more of the Firm's Clients is involved, but where such Firm Client is represented by counsel other than the Firm; or (b) a Firm Client in a transaction in which RIOC is involved but where RIOC is represented by other counsel; and (2) hereby consents to such representation subject to the following conditions: (a) the Firm has received RIOC's prior written consent for such representation; (b) the Firm has determined that such representation is consistent with the requirements of DR5-105 of the New York Code of Professional Responsibility; (c) the Firm notifies RIOC in writing of each instance in which it is relying on this provision and whether it has also obtained the consent of the Firm Client; and (d) the Firm agrees that it will not represent a Firm Client against RIOC or RIOC against a Firm Client in connection with any litigation.

Exhibit 4 Long Form Retainer Agreement

5. Upon the conclusion of the Services, the Firm shall return all hardcopy and electronic documents, materials and files pertaining to RIOC and the Services in the Firm's possession to RIOC. The Firm may retain its own files relating to the Services, and these files will be kept confidential in accordance with applicable rules of professional conduct.

6. Professional services of the Firm rendered to RIOC in connection with this Agreement shall be compensated at the hourly rates set forth in "Exhibit A" ("Fee Schedule") attached hereto. In addition, RIOC will reimburse the Firm for reasonable actual out-of-pocket disbursements, such as photocopying, delivery charges and specialized computer applications, incurred by the Firm relating to its performance of Services as provided herein (the "Disbursements").

7. The Firm will submit monthly bills to RIOC which shall set forth, in detail, a description of the Services rendered, the name of the individuals performing the Services, the basis for the calculation of the charges submitted with respect to each such specified matter and an itemization of Disbursements for which reimbursement is requested (each a "Firm Invoice"). Services shall be limited to those requested or authorized by RIOC. The maximum obligation of RIOC hereunder shall not exceed [**CONTRACT \$ AMOUNT**] in the aggregate, inclusive of fees and Disbursements. RIOC reserves the right to review and contest or request clarification on all or any portion of a Firm Invoice.

8. The laws of the State of New York shall govern the interpretation of this Agreement, including all rules or codes of ethics that apply to the provision of services. In addition, the Firm acknowledges that it has read Chapter 1 of the Laws of 2005, as amended, regarding procurement lobbying, and that certifications provided to RIOC in connection with the Services are complete, true, and accurate and will be updated to reflect any change in information. RIOC hereby reserves the right to terminate this Agreement in the event it is found that the certification provided by the Firm to RIOC pursuant to New York Finance Law Section 139-k was intentionally false or intentionally incomplete.

9. This Agreement supersedes any and all prior agreements between RIOC and the Firm regarding the performance of Services by the Firm. The provisions of this Agreement will continue in effect, as appropriate, even after the termination of the Services.

10. The Firm acknowledges that at the direction of RIOC, the Firm may be required to work with other law firms empaneled by RIOC, including minority and women-owned business enterprise firms, on specific assignments. The specific tasks and duties to be performed by each firm, together with the fees to be charged for their respective services, shall be determined by RIOC and the firms in advance of the commencement of work.

11. The Firm shall comply with the requirements relating to equal employment opportunities for minority group members and women set forth on "Exhibit B" attached hereto and the requirements relating to insurance set forth on "Exhibit C" attached hereto.

Exhibit 4 Long Form Retainer Agreement

12. RIOC, periodically or upon the completion of an assignment, may review the quality and cost-effectiveness of the Services provided by the Firm. This review shall include consideration of the Firm's adherence to the representations made regarding diversity practices, as well as, the actual percentage of work performed by women and minority professionals assigned to RIOC's engagement. The Firm acknowledges that if, in RIOC's sole discretion, any of the Services are deemed to be inadequate in terms of quality or cost-effectiveness, or that the Firm failed to adhere to any of its representations made hereunder, RIOC may cease to request future Services from the Firm and that the Firm may be removed from this engagement prior to the expiration of the Term.

13. From time to time during the Term, the Firm may provide to RIOC, and RIOC may, in its sole discretion, fully participate in and/or accept, certain educational opportunities and/or materials prepared by or obtained from the Firm for use by or distribution to its clients, such as, but not limited to, seminars, conferences, symposiums, lectures, classes, informal or formal meetings, publications, periodicals and the like ("Educational Opportunities"), provided that such Educational Opportunities generally relate to those areas of the Firm's expertise and its performance of Services hereunder. The Firm hereby expressly acknowledges that the value of any Educational Opportunities is part of the valuable consideration exchanged herein.

14. If litigation is threatened in connection with the Services, as determined by the New York courts, and in order to comply with its legal obligation, RIOC and its officers, members and employees shall immediately preserve all existing physical evidence, documents and data relevant to the Services and suspend deletion, overwriting, or any other possible destruction of relevant documents and data. At that time, any routine document retention/destruction policy will be suspended and a litigation hold will be put in place to ensure the preservation of relevant documents. Additionally, RIOC will direct all suitable employees to preserve all relevant records and create a mechanism for collecting the preserved records so they may be obtained at a later time.

15. Any dispute concerning the Firm's representation of RIOC for the provision of Services shall be governed by New York State law. If during the course, or at the conclusion, of the Firm's provision of the Services, there is a dispute as to the legal fee charged which is in excess of \$1,000.00 but less than \$50,000.00, RIOC will have the option to resolve this dispute by arbitration pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York.

16. To the fullest extent of the law, the Firm shall indemnify, defend and hold harmless RIOC, its officers, employees, agents, representatives, consultants and contractors from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities arising out of the Firm's negligence, malpractice or intentional act in its performance of any of the Services.

Exhibit 4 Long Form Retainer Agreement

17. A binding contract between the parties shall exist only if and at such time as both parties have executed this Agreement.

If the foregoing is acceptable to you, please so indicate by signing and returning three originals of this Agreement. Upon receipt by RIOCI, RIOCI will execute the Agreement, a fully executed copy will be returned to you and this letter, inclusive of all attachments thereto, will thereupon constitute the Agreement between the Firm and RIOCI.

Very truly yours,

ROOSEVELT ISLAND OPERATING CORPORATION

By: _____
Name:
Title:

AGREED AND ACCEPTED:

[FIRM NAME].

By:
Name: **[LEAD ATTORNEY]**
Title: **[INSERT TITLE]**

Exhibit 4 Long Form Retainer Agreement

Exhibit A
Fee Schedule

[FORMAT MAY VARY FOR INDIVIDUAL ENGAGEMENTS]

<u>Title</u>	<u>Rate per Hour</u>
Partner	\$XXX
Counsel	\$XXX
Senior Associate	\$XXX
Associate	\$XXX
Legal Assistant/Paralegal	\$XXX

Exhibit B
Requirements for Equal Employment Opportunities for Minority Group Members and Women

Exhibit C
Insurance Requirements

Exhibit 5 – Insurance Coverage

Exhibit 5 Insurance Coverage

A. General Requirements

The total cost of the required insurance listed in Item B., below, must be incorporated into the Cost Proposal. The additional insured protection afforded Roosevelt Island Operating Corporation must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of Roosevelt Island Operating Corp, no policies may contain any limitations / exclusions for New York Labor Law claims, and cross liability coverage must be provided for Roosevelt Island Operating Corporation.

All of the carriers that provide the below required insurance must be rated "A-VII" or better by A.M. Best and must provide direct written notice of cancellation or non-renewal to Roosevelt Island Operating Corp. at least 30 days before such cancellation or non-renewal is effective, except for cancellations due to non-payment of premium, in which case 10 days written notice is acceptable.

B. Insurance Requirements for the Selected Proposer

The selected Proposer will be required to obtain and provide proof of the types and amounts of insurance listed below continuing throughout the entire Term. The insurance policies listed below must also conform to the applicable terms of the Contract.

- **Commercial General Liability Insurance**, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$2,000,000 products / completed operations aggregate

Roosevelt Island Operating Corporation must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by the selected Proposer and any of its subcontractors. Should the Proposer's work include construction activities of any kind then the Proposer must maintain Products /Completed Operations coverage for no less than three years after the construction work is completed, and continue to include Additional Insured protection for Roosevelt Island Operating Corp. for the prescribed timeframe. Securing the required limits via a combination of primary and umbrella/excess liability policies is allowed. The General Aggregate limit must apply on a per project basis on the primary General Liability policy should a combination of primary and Umbrella/Excess liability policies be utilized to secure the required total limits of coverage.

- **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000. Coverage must apply to the Proposer's owned, hired, and non-owned vehicles and protect Roosevelt Island Operating Corp. as additional insured.
- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Proposer.
- **Professional Liability ("Errors & Omissions") Insurance** must be maintained at a limit of not less than \$3,000,000 each claim.

Certificates of Insurance for aforementioned coverages shall be provided to RIOC prior to the commencement of Work under the Contract and bear notations evidencing a minimum of 10-day cancellation notice to RIOC. The Proposer's Insurance policies shall name Roosevelt Island Operating Corporation, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York and any others listed in Schedule B1 as additional insureds. RIOC and the entities listed above must be included as additional insureds on a primary and non-contributory basis for all policies except workers compensation. Endorsements for Additional Insured, Primary & Non-Contributory, Waiver of Subrogation must be provided alongside the certificate of insurance. The Proposer shall ensure that all Subcontractors carry appropriate insurance coverage for the entire contract term.

Exhibit 6 – RIOG Board of Directors and RIOG Employees

Exhibit 6 Board members and employees

Exhibit 6 – RIOC Board of Directors and RIOC Employees

RFP #: Legal Services Panel - April 2026

Board Members:

1. RuthAnne Visnauskas, Chair, Commissioner of NYSHCR
2. Blake G. Washington, Director of BUDGET
3. Marc Jonas Block
4. Fay Christian
5. Conway Ekpo
6. Dr. Michal L. Melamed
7. Howard Polivy
8. Prof. Lydia W. Tang
9. Melissa A. Wade

RIOC Employees

- | | |
|-----------------|-----------|
| 1. Luis | Abreu |
| 2. Akbar | Afgan |
| 3. Judith | Agosto |
| 4. Christopher | Alexander |
| 5. Dhruvika | Amin |
| 6. Mohamed | Amor |
| 7. Anthony | Amoroso |
| 8. Justin | Andujar |
| 9. Michael | Argenzio |
| 10. Steven | Ayala |
| 11. Ibrahima | Bah |
| 12. Alex | Banashko |
| 13. Avary | Beatty |
| 14. Govind | Bedasie |
| 15. Miguel | Beltre |
| 16. Nicholas | Bertine |
| 17. Noemi | Bisnauth |
| 18. Desmal | Body |
| 19. Abdelkader | Boujoual |
| 20. Mostafa | Boujoual |
| 21. Richard | Bracy |
| 22. Pharlande | Brizeus |
| 23. Christopher | Brown |
| 24. Katlyn | Brown |

Exhibit 6 Board members and employees

25.	Kevin	Brown
26.	Nevaeh	Brown
27.	Leonard	Bunbury
28.	Timothy	Burns
29.	Minham	Cader
30.	Walter	Campbell
31.	Oscar	Cariaga
32.	David	Cass
33.	Diana	Castellanos
34.	Kimberly	Chacon
35.	Iris	Chan
36.	Steven A.	Cohen
37.	Wanda M.	Coleman
38.	Mary	Cunneen
39.	Enrique	DaCosta
40.	Bryant	Daniels
41.	Jovy	Darbouze
42.	Elvis	De La Cruz
43.	Patrick	DeCanio
44.	Dervirael	DeLeon
45.	Yolanda	Delgado
46.	William	Dentone
47.	Daniel	Diaz
48.	Clydell T.	Dickens
49.	Nicholas	Dones
50.	Suzanne	Dooley
51.	Moussa	Fall
52.	Michelle	Farfan
53.	Andrew	Feely
54.	Tory	Ferguson
55.	Erewil	Ferreira
56.	Christian	Ferrer
57.	Claudia	Filomena
58.	Amy	Firestein
59.	Anita	Fisher
60.	Philip	Flynn Jr.
61.	Luis	Fonseca
62.	Steven	Friedman
63.	Adrian	Frometa
64.	Marco	Gonzalez
65.	Michael	Gonzalez
66.	David	Greene
67.	Joshua	Greene
68.	Sariah	Hammond

Exhibit 6 Board members and employees

69.	Pablo	Heras
70.	Riammy	Hernandez
71.	Isaiah	Holman
72.	Mohammad	Hoque
73.	Daniel	Impellizeri
74.	Thomas	Imperati
75.	Julio	Jimenez
76.	Benjamin	Jones
77.	Zeyana	Jones
78.	Kasheen	Key
79.	Christopher	LaSalle
80.	Lisa	Lin
81.	Joaquin	Linares
82.	Rodell	Lindsey
83.	Wei Lin	Looi
84.	Vitaliy	Lopadchak
85.	Franklyn	Luciano
86.	Bryson	Lyle
87.	Precious	Mack
88.	Johan	Mantilla
89.	Meagen	Martinez
90.	Cormac	Mason
91.	Claude A. Ellena	McFarlane McKnight-
92.		Breazu
93.	Michael	McShane
94.	Ana	Medina
95.	Kiara	Melendez
96.	Manuel	Melendez
97.	Bryan	Merino
98.	Sarwar	Miah
99.	Gabriella	Mingo
100.	Angel	Miranda
101.	Gloria	Montano
102.	Kevin	Montes Sosa
103.	Steven	Moore
104.	Aida	Morales
105.	Diana	Morales
106.	Joshua	Morales
107.	Michael	Morales
108.	Ava	Narchet
109.	Joseph	Natale
110.	Charles	Naylor
111.	Johnathan	Neal

Exhibit 6 Board members and employees

112.	Matthew	Nyoto
113.	Marta	Olszewska
114.	Mehdi	Omrani
115.	Brian	Ortiz
116.	Nestor	Ortiz
117.	Samantha	Palma
118.	Stephanie	Patino
119.	Christina	Paula
120.	Alex	Perez
121.	Eddie	Perez
122.	Jeugee	Perez
123.	Stephanie	Perez
124.	Steven	Perez
125.	Jania	Perry
126.	Averrion	Peterson
127.	Joseph J.	Petrone
128.	Iris	Pumarejo
129.	Isaiah	Pumarejo
130.	Tara	Ramprashad
131.	Julia	Raysor
132.	Ian	Remor
133.	Rachel	Remor
134.	Luz M.	Reyes
135.	Felix	Riascos
136.	Matthew	Richardson
137.	Justin	Ridgel
138.	Hilda	Rivera
139.	Roberto	Rivera
140.	Luisana	Rodriguez
141.	Luis	Ruiz
142.	Kenan	Sabovic
143.	Ameerah	Saleh
144.	Sharese	Samuel
145.	Steven	Sanchez
146.	Alvaro	Santamaria
147.	Nicko	Simpson
148.	Alberto	Siqueira
149.	Suren	Smbatyan
150.	Sean	Smith
151.	Nelson	Soltren
152.	Leonela	Startseva
153.	Lada	Stasko
154.	Estrella	Suarez
155.	Alexzandra	Tatum

Exhibit 6 Board members and employees

156.	Sonam	Tenzin
157.	Toni	Tinoco
158.	Jada	Tom
159.	Yakov	Trukhin
160.	Megan	Vasquez
161.	Arielis	Villalona
162.	Melisa	Villanueva
163.	Shanshan	Wang
164.	Dantae	Warren
165.	Zaire	Williams
166.	Russell	Wimberly
167.	Xubin	Yang

All following listed documents are required for bid submission and can be located with this RFP on our website, as “RFP Bid Forms- Required”.

1. MWBE 101 Staffing Plan
2. MWBE 103 Utilization Plan or MWBE 100 Utilization Plan
3. MWBE 104 Request for Waiver
4. MWBE 105 MWBE Quarterly Report
5. SDVOB 103 Utilization Plan
6. SDVOB 109 Unavailability Certification
7. ST-220-CA
8. ST-220-TD
9. Offerer Disclosure of Prior Non-Responsibility Determinations
10. Iran Divestment Act Certification
11. Encouraging Use of New York Businesses in Contract Performance
12. Non-Collusive Proposal Certificate, Non-Collusive Affidavit and a Notarized Acknowledgment by Offeror Form Attachment
13. MACBRIDE FAIR EMPLOYMENT PRINCIPLES
14. Vendor Responsibility Questionnaire
15. Lobbying Form
16. Encouraging Use of New York Businesses in Contract Performance