Roosevelt Island Operating Corporation

Roosevelt Island Operating Corporation of the State of New York

Request for Proposals
RFP Panel for Real Estate Advisory and Consulting Services - August 2026

Schedule of Events	
Event	**Date**
Publication Date	August 17 , 2026 9:00 AM
Request for Information Cutoff Date	August 28, 2026 3:00 p.m.
Request for Information Response Posting	September 3, 2026 3:00 p.m.
Due Date	September 9, 2026 11:00 a.m.
Interview Schedule	TBD
Anticipated Award	End of September, 2026

IMPORTANT NOTICE: A restricted period under the Procurement Lobbying Law is currently in effect for this Request for Proposals (RFP). Bidders are prohibited from contact related to this procurement with any New York State employee other than the designated contacts as described in this Request for Proposals.

***RFP proposals are due on or before September 9, 2026 at 11:00 A.M. EST. Proposals submitted past this deadline will not be accepted.**

Purpose of This RFP

Roosevelt Island Operating Corporation (hereinafter "RIOC" or "Authority") is seeking to engage a panel of pre-qualified real estate advisors and/or consultants with expertise advising on sophisticated real estate matters in New York City. A detailed description of the work to be performed is set forth in the "Scope of Work" attached to this RFP as Exhibit 1 (the "Work"). RIOC is seeking advisors and consultants with demonstrated experience in one or multiple areas of the Work set forth in the Scope of Work, but generally, selected advisors and consultants will provide RIOC with real estate advisory and/or consultant services on an "on-call" basis (collectively the "Real Estate Advisory and Consulting Services.") Respondents, as defined below, are not required to be able to provide all of the categories of services listed on Exhibit 1 (each, a "Category") and are encouraged to submit responses covering one, some or all Categories, as applicable.

"Respondent" shall mean a prospective vendor, inclusive of a Bidder or Proposer, that submits a response to a Solicitation.

Once panel members are selected through this RFP, RIOC will issue a purchase order for specific work, or a mini bid within the panel, where RIOC would direct a specific solicitation to the pre-qualified Respondent s on the panel to expedite certain projects that are deemed time sensitive.

Neither the submission of a response to this Request for Proposal ("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 rejectany or all proposals received in response to this RFP. Legal obligations will only arise upon execution of a formal agreement by RIOC, and the Respondent(s) selected by RIOC.

The following are Categories of Work:

(1) Land Use
(2) Municipal/Government Entity Representation
(3) Real Estate and Landlord/Tenant
(4) Ground Lease Valuation and Reset Advisory
(5) Island Services and Revenue Strategy Advisory:
(6) Negotiation Support and Strategy
(7) Strategic Real Estate Advisory
(8) Environmental
(9) Public Finance

Additional information regarding the scope of the Real Estate Advisory and/or Consultant Services is set forth in the Scope of Services, attached hereto as Exhibit 1. Respondent(s) may submit Proposals to provide Advisory and Consulting 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 real estate Advisory and Consulting Respondent s that would be capable to represent RIOC in Real Estate matters from time to time. Inclusion on the panel for Real Estate Advisory and Consulting Services does not mean or imply that any Respondent will in fact be selected or engaged to provide Advisory and/or Consulting Services to RIOC. Such selection and engagement will take place only when a need for outside Advice or Consulting arises. The purpose of the panel is to procure Real Estate Advisory and Consulting Services available for engagement on short notice.

Any Respondent, including those currently providing services to RIOC, must submit a Proposal if they wish to be pre-qualified to provide paid Real Estate Advisory and/or Consultant Services to RIOC for new matters.

After RIOC's selection and engagement of a real estate consultant Respondent or Respondent s, the successful contractor (the "Consultant") 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. contractual 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 Advisory of fifteen residential complexes that provide approximately a total of 5,900 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 12,000 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, and 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 Park .

RIOC currently employs approximately 161 employees, including approximately 73 union employees pursuant to three collective bargaining agreements (Local 210, Local 32BJ, 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 Respondent(s)."** 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 Respondent(s)".
- **Check the RIOC website often.** All amendments, clarifications, Respondent(s) 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 Respondent(s)' responsibility to check RIOC's website periodically for any updates. All applicable amendment information must be incorporated into the Respondent'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.** Respondent 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 titled "NYS Reserved Rights" and may be returned, unopened, to the sender.

General Information/Requirements about this RFP

Term and Commencement of Services

RIOC seeks the aforementioned Pre-Qualified Panel for Real Estate Advisory and/or Consultant 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 consultant services 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. Respondent(s) are encouraged to review this document prior to submitting proposals as the successful Respondent will be required to execute this standard contract.
The anticipated contract commencement date is End of September 2026 upon prior Board approval.

Restricted Period

As provided in the Lobbying Form appended to this RFP at Attachment D, a Respondent 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 Respondent/Respondent may be found in Attachment D, as well as the Instructions to Respondent(s) 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 Respondent(s)/Respondent(s) responsibility to check RIOC's website for any addenda and to include such addenda with their proposals. For those Respondent(s)/Respondent(s) electing to register their intent to bid, RIOC will make reasonable attempts to notify each registered Respondent/Respondent of posted addenda or changes in the bid document for the specific project registered. Respondent(s) may register their intent to bid for this RFP by sending an e-mail to the Designated E-mail Contact for Respondent(s) 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.

Respondent(s) **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 RIOC (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 Respondent/Respondent non-responsive and non-responsible. Respondent(s) 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.

<u>Scope of Services</u>

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, <u>inter</u> <u>alia</u>, 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 Respondent will be required to obtain.

<u>Proposal Format and Required Attachments:</u>

Respondents should take into account all items requested in the Scope of Services, References, Timeline, Instructions to Respondent(s), 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 two (2) 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 Respondent **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 Respondent(s) will be disqualified for doing so.

A. <u>Cover Letter</u>

Each Respondent **MUST** submit a cover letter containing a description of the services and the names of Respondent members to be assigned to the account, the experience of the Respondent and its members, in representing RIOC in Respondent's selected subject matters, and the hourly rates applicable to the Respondent members (indicating whether such rates are discounted as a "state rate" for public entities, whether the Respondent is willing to waive "travel time" to/from Roosevelt Island, and any number of hours the Respondent is willing to waive as "start-up," learning curve, time). Additionally, please provide any samples of materials produced by the Respondent used to educate clients on advisory matters and related issues. Incumbent Respondent s 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 Respondent s should have, inter alia, a working knowledge of the following subject matters:

(1) Land Use
(2) Municipal/Government Entity Representation
(3) Real Estate and Landlord/Tenant
(4) Ground Lease Valuation and Reset Advisory
(5) Island Services and Revenue Strategy Advisory:
(6) Negotiation Support and Strategy
(7) Strategic Real Estate Advisory
(8) Environmental
(9) Public Finance

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 Respondent is interested in serving as advisor and/or consultant for RIOC. For each practice area, provide a description of your Respondent 's relevant experience in providing the Real Estate Advisory and/or Consultant Services as described in the Scope of Services attached as Exhibit 1. Please include a brief description of representative matters, along with your Respondent 's role in those matters.

(ii) Briefly describe your Respondent 's background, services, size, and history, as these factors are relevant to the Real Estate Advisory and/or Consultant Services.

(iii) Identify "Key Personnel" who will be the primary contact and key personnel 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 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 Respondent '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 respondent is a State-certified MWBE or SDVOB Respondent, provide documentation evidencing certification. Respondent s that are not certified, but have applied for certification, should provide evidence of filing, including the filing date.

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

(i) Within the past three (3) years, have there been any significant developments in your Respondent 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 Respondent identify and manage conflicts of interest?

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

(iv) Has your Respondent or have any of the Respondent '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 Respondent, or a partner or employee in your Respondent, 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 Respondent '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 4.

(vii) If selected, will your Respondent 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 Respondent? 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 Respondent **MUST** include a Non-Collusive Proposal Certificate, Non Collusive Affidavit and a notarized Acknowledgement by Respondent form.
2. Attachment B: Bid Proposal Form. The Bid Proposal Form Document should specify the financial compensation model for the Respondent. If it will be billed by the hour, then include the hourly rates for categories of team members. Attachment C: M/WBE Utilization Documents – As a NYS Public Benefit Corporation, RIOC 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. Respondent(s) 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 Respondent(s),), 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 Respondent s **currently certified by OGS can be used** to meet SDVOB participation goals on this contract. Certified Respondent s can be found at https://online.ogs.ny.gov/SDVOB/search.

Required SDVOB Forms: **N/A**

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

If your Respondent is unable to identify any partnership opportunities with currently certified SDVOB Respondent s, 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 Respondent '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 Respondent s 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. Respondent(s) 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.

3. Attachment D: Lobbying Form – Respondent(s) must complete a copy of the Lobbying Form. General background information about relevant legislation and requirements imposed upon the Respondent(s) may be found directly on the form.

4. 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, Respondent(s)/Respondent(s) 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 Respondent(s) should complete this form to indicate their intent to use/not use New York Businesses in the performance of this contract.

5. 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. Respondent(s) 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	August 17 , 2026 9:00 AM
Request for Information Cutoff Date	August 28, 2026 3:00 p.m.
Request for Information Response Posting	September 3, 2026 3:00 p.m.
Due Date	September 9, 2026 11:00 a.m.
Interview Schedule	TBD
Anticipated Award	End of September, 2026

Bid Submission:

All proposals must be sealed. Proposals will be received at the address below by 11:00 a.m. on September 9, 2026. Proposals received after this date and time may not be considered. Please forward proposals as follows to:

ATTN: Amy Firestein, Director of Procurement
– RFP #: Real Estate Advisory and Consulting Services Panel – August 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.

Evaluation Criteria for Selection

Selection will be based upon the best value method comprised of (a) the technical evaluation and (b) the cost proposal evaluation as follows:

a. **Technical Evaluation**:

Criteria	Categories	Scoring Methodology
A.	Qualifications and experience of the Respondent in each practice area for which pre-qualification is sought, as evidenced by information provided in accordance with the section "Instructions to Respondent(s)" and other sections in this RFP.	50%
B.	Demonstrated relevant experience in relation to understanding of RIOC's needs and types of real estate issues.	30%
C.	Overall quality, completeness and responsiveness to this RFP.	20%
	Total	100%

b. **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" Advisory and/or Consultant 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 Real Estate Advisory and/or Consultant Services work, which may include but not necessarily be limited to:

- The specialized expertise of the Respondent;
- The availability and expertise of Respondent 's assigned employees;
- The amount of other RIOC work assigned to the Respondent ; 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.

<u>NYS Reserved Rights</u>

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 Respondent 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 Respondent's qualifications, experience, ability or financial standing, and any material or information submitted by the Respondent 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 Respondent(s) 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 Respondent(s);
- Waive any requirements that are not material;
- Negotiate with the successful Respondent within the scope of the RFP in the best interests of the State;
- Conduct contract negotiations with the next responsible Respondent, should the agency be unsuccessful in negotiating with the selected Respondent;
- 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 Respondent's/Respondent's proposal and/or to determine an Respondent's/Respondent's compliance with the requirements of the solicitation.

Exhibit 1

Scope of Work

Consultants will provide RIOC with Real Estate Advisory and/or Consultant Services (the "Work") on an as-needed basis at the Authority's discretion in accordance with its needs at any given time. Work to be assigned under this Contract may include, but shall not be limited to, all or a portion of the following advisory, evaluative, and technical services (each of the numbered categories one through nine, a "Category" as defined in the RFP):

1) Real Estate Advisory and/or Consulting Services
   a. Transaction Management including:
      - Supporting RIOC in devising, evaluating, and negotiating business terms in its real estate transactions involving long-term residential and commercial ground leases and providing project management services with respect thereto;
      - Formulation of guidance on the structuring of requirements and protocols related to environmentally sustainable and climate resilient design and operations for ground leased properties; and
      - Developing narratives to support engagement and negotiations with key stakeholders and attending and participating in meetings with key stakeholders.

b. Financial Analysis including:
  - Market and feasibility Analysis such as:
    - Examining market conditions for land values in New York City – focusing on the residential, retail, and office uses that predominate within Roosevelt Island – and trends such as changes in rents, sale prices, vacancy, and the rate of absorption;
    - Real estate market data, analytics and forecasting;
    - Preparation of economic impact and cost/benefit analyses, feasibility reports, and any other real estate related reports, diagrams, demonstrations, or other documentation that RIOC may require; and
    - Providing brokerage services to RIOC.
  - Evaluating assessments, tax abatements and tax rates for residential and commercial properties;
  - Analyzing the impact of potential public policy initiatives that RIOC may desire to implement from time to time;
  - Assessing structures and valuations for ground leases, relative to land sales, and evaluating recent trends in ground leases within New York City;
  - Developing pro forma to test the value and financial implications of various proposals regarding RIOC's ground leases;
  - Preparing revenue forecast reports in connection with municipal bond offerings, and making presentations of such reports; and
  - Design strategic and alternative valuation solutions.

c. Arbitration/Litigation Support.

2) Commercial Real Estate Brokerage Services including Property Marketing.
3) Real Estate and/or Property/Fixture Appraisal Services (professional license/certification required).
4) Affordable Housing Advisory Services including strategies for the provision of affordable housing in Roosevelt Island, including mechanisms for implementation, enforcement, home-ownership, and financing.
    a. Advice pertaining to zoning opinions and letters, and advising on the public trust doctrine.
5) Ground Lease Reporting and Analysis including:
    a. Portfolio and Asset-Level Reporting;
    b. Property Condition Assessments; and
    c. Risk Analysis.

Any of the foregoing shall include attendance at in person and virtual meetings, as necessary. Meetings may be held in person or virtually at RIOC's discretion.

Retained Respondents may generally be asked to assist RIOC with real estate 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, drafting, and commenting on documents, making presentations, and providing clarity in response to specific RIOC questions.

RIOC reserves the right to request assistance from any or all Respondent s 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 Respondent s during the term of the contract. Respondents are responsible for tracking hours worked on each matter and submitting detailed invoices to the Authority as per the contract to be issued.

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

RIOC strongly encourages Respondent s that are certified by New York State as minority- and women-owned business enterprises ("MWBE") or service-disabled veteran-owned businesses ("SDVOB"), as well as Respondent s that are not yet certified, but have applied for certification, to submit responses to this RFP.

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 Consultant agreement

EXHIBIT 3
CONSULTANT AGREEMENT

[ATTACHED]

CONSULTANT AGREEMENT

between

Roosevelt Island Operating Corporation

and

____

Dated as of ____________________, 2026

Contract No. __-____

REAL ESTATE ADVISORY AND CONSULTING PANEL

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AGREEMENT (the "Agreement") by and between **Roosevelt Island Operating Corporation** , (the "Owner"), a body corporate and politic, constituting a public benefit corporation, having a place of business at 426 Main street, New York, NY 10044, and **________________________________,** formed under the laws of the State of _____________, having an office at _______________________________________(the "Consultant").

W I T N E S S E T H:

WHEREAS, Owner has fee title to certain real property located in the City, County and State of New York, generally known as **Roosevelt Island**; and

WHEREAS, Owner has primarily developed **Roosevelt Island**, through a General Development Plan, with the goal of creating a richly diversified mixed use community providing residential and commercial space with related amenities such as parks, plazas, recreational areas and a waterfront esplanade; and

WHEREAS, Owner intends to retain the services of Consultant to perform real estate advisory and consulting services (the "Project") as provided in the Agreement, and Consultant desires to perform such services for Owner.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1.

Scope of Services

For Jobs assigned to Consultant pursuant to this Agreement, and unless otherwise expressly stated or limited, the Scope of Work will consist of those tasks outlined in Exhibit A to this Agreement (the "General Scope Requirements").

1) In addition to the General Scope Requirements, on particular Jobs the Consultant shall provide additional services set forth in the associated Job Order (the "Job Specific Scope").

(b) ASSIGNMENT OF JOBS

1) The procedure for the assignment of Jobs is set forth in Exhibit B to this Agreement, "Procedure for Assignment of Work."

2) Each Job Order shall be deemed to be incorporated into this Agreement. The form of Job Order is attached hereto as Exhibit C.

2. ***Time for Performance***

(a) Consultant shall perform the Work as expeditiously as is consistent with professional skill and the orderly progress of the Work, and in accordance with the schedule set forth in the applicable Job Order(s) or the attached Scope of Work. Any schedule incorporated into this Agreement shall not be exceeded by Consultant, except for reasonable cause. Whether reasonable cause exists for a schedule delay shall be determined solely by the Owner.

(b) The term of this Agreement shall begin on the date this Agreement is fully executed (the "Commencement Date") and shall terminate not later than three (3) years subsequent to the date of execution (the "Expiration Date") (such period from the Commencement Date to the Expiration Date is referred to herein as the "Term") unless this Agreement is earlier terminated pursuant to Section 6- Termination.

Owner may, at its sole option, extend the Term for an additional one (1) year, up to two times. Consultant shall be notified in writing if Owner intends to exercise its extension option.

3. *Compensation*

(a) The total amount of compensation will be based on as needed services through a job/task order assignment based on hourly rates or a fixed fee. No portion of the Fee is payable until the Consultant has been assigned a Job Order. As work is performed pursuant to a Job Order, the Consultant shall be entitled to invoice amounts up to the not to-exceed price (the "Maximum Price") identified in the Job Order.

(b) The Consultant shall provide invoices no more frequently than once a month, and shall be entitled to payment for each team member ("Employee") if hourly arrangement as follows:

Employee's Actual Rate of Pay	x	Multiplier Identified in Exhibit D	x	Number of Hours Worked	=	Total Amount Earned

The Actual Rate of Pay for any Employee shall be the hourly rate paid to the Employee as reported on the Employee's pay stub, or (in the case of salaried employees) a pro-rated equivalent of the salary as reported on the Employee's pay stub based upon a 40 hour work week and/or a 167-hour work month. Employee's Actual Rate of Pay shall not exceed the rate range identified in Exhibit D for Employee's position/title, subject to any revisions to the rate range allowed by (d) below.

(c) In addition, the Consultant shall be entitled to reimbursement for any materials, equipment, incidentals and other items identified in the Job Order and/or the Consultant's Job Order Proposal, or otherwise approved in advance by the Owner, but Consultant shall not be entitled to any profit or overhead overrides on such costs. Consultant shall submit copies of receipts or other supporting documentation for any qualifying expenses incurred. There will be no payment for unauthorized work.

(d) Consultant shall submit monthly requests for payment to the Owner that shall:

(i) include the name, address and telephone number of Consultant;

(ii) be accompanied by time sheets, in substantially the form provided in Exhibit E ("Form of Time Sheet"), attached hereto and made part hereof, containing a description of the work performed and indicating the number of hours worked by each employee;

(iii) for each employee, itemize (a) the number of hours worked by said employee, (b) that employee's Actual Rate of Pay (or pro-rated equivalent for salaried employees), (c) the Multiplier, and (d) the total amount billed to Owner for that employee's work; and

(iv) reference the Agreement and the Job Order under which services were rendered.

Consultant shall provide separate invoices for each Job Order and shall clearly identify the job being invoiced.

(e) Owner shall pay Consultant in accordance with Owner's Prompt Payment Policy, a copy of which can be found at: https://www.rioc.ny.gov/info/finance-reports. Owner may withhold from any payment an amount equal to any costs or damages incurred by Owner as a result of Consultant's negligence or breach of this Agreement.

(f) All Invoices should be submitted electronically to accounts-payable@rioc.ny.gov and addressed as follows:

Attn.: Accounts Payable

Roosevelt Island Operating Corporation

426 Main street

New York, NY 10044

A duplicate copy is to be sent electronically to the attention of the Project Manager specified in the Job Order.

(g) In the absence of a written agreement authorized pursuant to Section 4(c) below, Consultant shall not be entitled to any compensation on a Job in excess of the Maximum Price identified in the corresponding Job Order.

4. *Increase and Decrease in the Scope of Consultant's Job Order Work*

(a) Consultant understands that the Maximum Price identified in each Job Order is the maximum compensation that it will receive for the Scope of Work identified in that Job Order, and that the Consultant is obligated to complete the Job regardless of whether it has performed services or incurred cost that, if invoiced in accordance with the terms of the Job Order and this Agreement, would exceed the Maximum Price.

(b) Owner shall have the right to make changes to, increase or reduce the Scope of Work for any Job Order, or extend the Term of any Job Order or of this Agreement, at any time and for any reason, upon written notice to Consultant specifying the nature and extent of such changes.

(c) If Consultant believes that any work it has been directed to perform by Owner is beyond the Scope of Work set forth in this Agreement or in the associated Job Order, and constitutes extra work, Consultant shall so notify Owner within ten (10) business days of direction to perform. Owner shall determine whether or not such work is in fact beyond the scope of the Work and is considered extra work. If Owner determines that such work constitutes extra work to Consultant or any Subconsultant (as defined in Section 25 of this Agreement), Owner will authorize an increase to the Maximum Price for that Job Order in an amount mutually agreed to in writing by Owner and Consultant, and signed by the Senior Vice President of Real Property.

(d) Should a dispute arise regarding extra work, Consultant must continue to perform as required by the Agreement (including the performance of any alleged extra work as directed), pending resolution of the dispute. Consultant must track all time spent exclusively on any alleged extra work, and failure to do so constitutes a waiver of Consultant's right to additional compensation.

5. ***Consultant Cooperation***

(a) Consultant shall work with such firms or individuals as Owner shall designate from time to time in connection with the Work, and agrees to meet with such firms or individuals at such times as Owner may require in order to maintain an ongoing review process so as to expedite determinations and approvals required to be made in connection with the Work.

(b) Consultant shall render any assistance that Owner may require with respect to any claim or action arising from or in any way relating to Consultant's services during or subsequent to the Term of this Agreement, including, but not limited to, review of claims, preparation of technical reports and participation in negotiations, both before and after Consultant has completed performance of the Work under this Agreement and without any additional compensation therefor.

6. ***Termination***

(a) *Termination for Convenience*. Owner, at any time, may terminate this Agreement or any Job Order issued hereunder, in whole or in part. Any such termination shall be effected by mailing or delivering to Consultant a written notice of termination specifying the extent to which performance of the Work under this Agreement is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, Consultant shall act promptly to minimize any expenses resulting from said termination. Owner shall pay Consultant the costs actually incurred by Consultant, including any Fee for Work actually and satisfactorily performed up to the effective date of the termination. In no event shall Consultant be entitled to compensation in excess of the total consideration of this Agreement. In the event of such a termination, Owner may take over the Work and prosecute same to completion by contract or otherwise, and may take possession of and utilize such work product, materials, appliances, and plant as may be on the site and necessary or useful to complete the Work. Except as otherwise provided herein, all of Owner's liability hereunder shall cease and terminate as of the effective date specified in such notice of termination.

(b) *Termination for Cause*. Owner may terminate this Agreement for cause if:

(i) Consultant shall fail to diligently, timely and expeditiously perform any of its obligations as set forth in the Agreement;

(ii) Any representation or warranty made or deemed to have been made under this Agreement by Consultant shall prove to be untrue in any material respect;

(iii) Consultant shall make a general assignment for the benefit of its creditors, or a receiver or trustee shall have been appointed on account of Consultant's insolvency, or Consultant otherwise shall be or become insolvent, or an order for relief shall have been entered against Consultant under Chapter 7 or Chapter 11 of Title 11 of the United States Code;

(iv) a breach of any covenant or agreement contained in Section 16 of this Agreement or any other section of this Agreement shall occur; or

(v) Consultant fails to respond to five or more Job Notifications; or

(vi) Consultant otherwise shall be in default or in breach hereunder;

by serving written notice upon Consultant of Owner's intention to terminate this Agreement. Such notice shall state: (1) the reason(s) for Owner's intention to terminate the Agreement, and (2) the effective date of termination, to be not less than three (3) calendar days after the date of the notice of termination. If Consultant shall fail to cure the reason(s) for termination or make arrangements satisfactory to Owner on or before the effective date of termination, this Agreement shall terminate on the date specified by Owner in the notice of termination. In the event of any such termination, Owner may take over the Work and prosecute same to completion by contract or otherwise, for the account and at the expense of Consultant, and Consultant shall be liable to Owner for all costs incurred by Owner by reason of said termination. In the event of such termination, Owner may take possession of and utilize such work product, materials, appliances, and plant as may be on the site and necessary or useful to complete the Work. Upon Owner's completion of the Work following a termination for cause, Consultant shall be entitled to such amount of the Fee that has not theretofore been paid to Consultant and that shall compensate Consultant for all Work actually and satisfactorily performed by it up to the date of termination, provided, however, that Owner shall deduct from any amount all additional costs and expenses that Owner may incur over those which Owner would have incurred in connection with the Work if Owner had not so terminated this Agreement for cause. Nothing contained in this Agreement shall limit in any manner any and all rights or remedies otherwise available to Owner by reason of a default by Consultant under this Agreement, including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred by Owner by reasons of Consultant's default hereunder and which Owner would not have otherwise incurred if Consultant had not defaulted hereunder.

(c) Upon any termination of this Agreement in accordance with the provisions of this Section 6, Consultant shall, with respect to the Work which is the subject of such termination:

(i) discontinue all its services from and after the date of the notice of termination, except to attempt to cure any reason(s) for termination or as may be required to complete any item or portion or services to a point where discontinuance will not cause unnecessary waste of duplicative work or cost;

(ii) cancel, or if so directed by Owner, transfer to Owner all commitments and agreements made by Consultant relating to the Work, to the extent same are cancelable or transferable by Consultant;

(iii) transfer to Owner in the manner, to the extent, and at the time directed by Owner, all work product, supplies, materials and other property produced as a part of, or acquired in the performance of the Work; and

(iv) take other actions as Owner may reasonably direct.

(d) In the event that Consultant, having been terminated, thereafter obtains a determination, in a judicial or other action or proceeding, that such termination was unwarranted, without basis, or invalid for any reason, then the termination shall be deemed to have been one for the convenience of Owner and Consultant shall be entitled to be reimbursed and paid as provided in Subsection 6(b) but to no other payments or damages.

7. *Suspension*

Owner may, at any time and for any reason, order Consultant in writing to suspend, delay or interrupt performance of all or any part of the Work for a reasonable period of time as the Owner may determine. Upon receipt of a suspension order, Consultant shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage. Consultant specifically agrees that such suspension, delay or interruption of the performance of Work pursuant to this Section 7 shall not increase the cost of performance of the Work of this Agreement. Owner may extend the Term or any date set forth in schedule referenced in Section 2 *supra*, to compensate Consultant for lost time due to suspension, delay or interruption, and such time extension shall be Consultant's sole compensation for same. Consultant shall resume performance of such Work upon the date ordered by Owner.

8. *Assignment*

(a) Consultant shall not by agreement, operation of law, or otherwise, assign, encumber, transfer, convey, sublet or otherwise dispose of this Agreement to any entity or person, in whole or in part, including but not limited to an assignment, transfer or conveyance by change in the control or change in the ownership of the Consultant or a change in control or change in the ownership of any entity owning or controlling the Consultant, without the prior written consent of Owner, which consent may be withheld, conditioned or delayed in the Owner's sole discretion. A "change in control" includes, but is not limited to, any change in the ownership or control of the Consultant or any entity owning or controlling the Consultant, whether such change results from a merger, or a sale, assignment or transfer of stock, or a sale of assets, or a sale, transfer or assignment of assets to an affiliate or subsidiary, or a sale, transfer or assignment of assets to an affiliate or subsidiary with a subsequent sale or transfer of such affiliate or subsidiary, or a transfer or change in control by contract or other such agreement.

(b) Any action by the Consultant which violates the provisions of section A, above, shall be deemed to be a material breach of the terms of this Agreement by the Consultant and

Owner shall have all rights and remedies available to it under law and equity, including termination of the Agreement.

9. ***Ownership of Documents***

(a) All material specifically prepared under this Agreement and excluding any intellectual property already owned by Consultant that is furnished by Consultant or any Subconsultants (including but not limited to all film, video, or digital assets, Hypertext Markup Language ("HTML") files, JavaScript files, flash files, etc.) in connection with the Work shall be deemed Works Made for Hire and become the sole property of Owner. Consultant shall provide a tangible copy of the Work to Owner in any form(s) to be specified by Owner. Such materials may be used by Owner, in whole or in part, or in modified form, for any and all purposes Owner may deem desirable without further employment of, or payment of any additional compensation to Consultant. Consultant hereby acknowledges that whatever participation Consultant has, or will have, in connection with any copyrightable subject matter that is the subject of the Work is and shall be deemed Work Made for Hire on behalf of the Owner and that the Owner shall be the sole owner of the Work, and all underlying rights therein, worldwide and in perpetuity. In the event that the Work, or any portion thereof, does not qualify or is deemed not to be Work Made for Hire, Consultant hereby irrevocably transfers and assigns to the Owner all of Consultant's right, title and interest, throughout the world, in and to the Work, including, without limitation, all of Consultant's right, title and interest in the copyrights to the Work, including the unrestricted right to make modifications, adaptations and revisions to the Work and hereby waives any so-called "moral rights" with respect to the Work. Consultant grants to Owner a royalty free, worldwide perpetual, irrevocable, nonexclusive license to reproduce, modify, and publicly display the Work.

(b) Any plans, drawings, or specifications prepared by or on behalf of Consultant for the Project shall become property of Owner, and Consultant may not use same for any purpose not relating to the Project without Owner's prior written consent. Consultant may retain such reproductions of plans, drawings or specifications as Consultant may reasonably require. Upon completion of the Work or the termination of this Agreement, Consultant shall promptly furnish Owner with a complete set of original record prints. All such original materials shall become property of Owner who may use them, without Consultant's permission, for any proper purpose including but not limited to additions or completion of the Project.

10. INSURANCE REQUIREMENTS

1) General Requirements

The total cost of the required insurance listed in paragraphs 2) and 3) below, must be incorporated into the Cost Proposal. The additional insured protection afforded RIOC must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of RIOC, no policies may contain any limitations / exclusions for New York Labor Law claims.

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.

2) 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: (i) as a condition precedent to the award of the contract for the Project; and (ii) continuing throughout the entire Term. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in RIOC's sample form of contract attached.

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 which must apply on a per location / per project basis

RIOC 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 Sub-contractors.

Workers' Compensation, Employer's Liability, and Disability Benefits shall not be less than statutory limits.

Professional Liability ("Errors & Omissions") Insurance must be maintained at a limit of not less than $3,000,000 each claim.

3) Insurance Requirements for all Subconsultants

Any subconsultant(s) utilized by the selected Proposer will be required to obtain the types and amounts of insurance listed below: (i) as a condition of commencing any Work; and (ii) continuing throughout the duration of the subcontractor's Work. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in RIOC's sample form of contract attached:

- <u>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:</u>

  $1,000,000 per occurrence

  $2,000,000 general aggregate which must apply on a per location / per project basis

RIOC must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by all Sub-consultants.

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 Sub-consultant.

Sub-consultants will also be required to obtain all other insurances listed in Section (2) unless otherwise approved in writing by RIOC prior to commencement of any Sub-consultant's work.

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.

11. ***Authority ofOwner***

The Work shall be subject to the general supervision, direction, control and approval of Owner or its authorized representative(s), whose decision shall be final and binding upon Consultant as to all matters arising in connection with or relating to this Agreement and any Job Order issued hereunder. Owner shall determine all matters relative to the fulfillment of this Agreement on the part of Consultant and such determination shall be final and binding on Consultant.

12. ***Entire Agreement***

(a) The Agreement will be comprised of the following documents: (1) this Agreement, inclusive of all exhibits; (2) any subsequent amendments to this Agreement; and (3) any Purchase Orders issued after the execution of this Agreement, inclusive of attachments thereto. Collectively, these documents constitute the "Contract Documents").

(b) In the event of a conflict or inconsistency between or among portions or provisions of the Contract Documents, the more stringent requirement will control. In the event that none of the conflicting or inconsistent portions or provisions are more stringent, the Contract Documents, inclusive of any changes or modifications made by addenda, shall apply in the following order of precedence:

i. Sections 1 through 39 of this Agreement;
ii. The Scope of Work attached to the Job Order in question;
iii. The Construction Drawings and Specifications attached to the Job Order in question;
iv. The Approach Plan provided by the Consultant, as approved by the Owner;
v. The General Scope Requirements contained in Exhibit A to this Agreement.

(c) The Contract Documents constitute the entire Agreement between Owner and Consultant, and any prior agreements or understandings between Owner and Consultant with respect to any portion of the Work are hereby merged into and with this Agreement.

(d) All Purchase Orders are presumed to contain all the obligations set forth in this Agreement, whether or not specifically set forth in the Purchase Order.

13. ***Consultant as Independent Contractor***

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent contractor and not that of a servant, agent or employee of Owner. Accordingly, Consultant shall not hold itself out as, nor claim to be acting in the capacity of, an officer, agent, employee or servant of Owner.

14. ***Maintenance, Audit and Examination of Accounts***

Consultant shall, until the earlier of six (6) years after completion of the performance of the Work or six (6) years after termination of this Agreement, maintain, and require all Subconsultants to maintain, complete and correct books and records relating to all aspects of Consultant's obligations hereunder, including without limitation, accurate cost and accounting records specifically identifying the costs incurred in performing their respective obligations, and shall make such books and records available to Owner or its authorized representatives for review and audit at all such reasonable times as Owner may request. In the event that Consultant and/or any Subconsultants shall fail to comply with the provisions of this Section 14, and as a result thereof shall be unable to provide reasonable evidence of such compliance, Owner shall not be required to pay any portion of the Fee and Reimbursable Expenses then due or next becoming due, as the case may be, with respect to such items, and if such compensation has already been paid, Owner may require Consultant to refund any such payment made. Any excessive audit costs incurred by Owner due to Consultant's or any Subconsultant's failure to maintain adequate records shall be borne by Consultant.

15. ***Acceptance of Final Payment; Release and Discharge***

Final payment shall be made to Consultant upon satisfactory completion and acceptance by Owner of the Work required under this Agreement or Job Order(s) issued hereunder, or all Work performed prior to the termination of this Agreement or a Job Order if terminated pursuant to Section 6 hereof, and upon submission of a certification that all Subconsultants have been paid their full and agreed compensation. The acceptance by Consultant of the final payment under this Agreement, or any final payment due upon termination of this Agreement under Section 6 hereof, shall constitute a full and complete waiver and release of Owner from any and all claims, demands and causes of action whatsoever that Consultant, and/or it successors and assigns have, or may have, against Owner under the provisions of this Agreement, unless a detailed and verified statement of claim is served upon Owner prior to the date final payment is tendered by Owner. It is expressly understood and agreed that Owner's or Consultant's termination of this Agreement pursuant to Section 6 hereof shall not give rise to any claim against Owner for damages, compensation or otherwise as a result of such termination, and that under such circumstances Owner's liability to make payments to Consultant on account of any and all Work shall be limited to the payments set forth in Section 6 hereof.

16. ***Covenants, Representations and Warranties***

(a) Consultant represents and warrants to Owner that:

(i) no public official is directly or indirectly interested in this Agreement, or in the supplies, materials, equipment, work, labor or services to which it relates or in any of the profits thereof;

(ii) except as set forth in this Agreement, Consultant has, and shall have, no interest, direct or indirect, in the Project to which the Work relates; and

(iii) to the best of its knowledge, upon due inquiry, no officer, member, partner or employee of Consultant has, prior to the date of this Agreement, been called before a grand jury, head of a state agency, head of a city department or other city agency to testify in an investigation concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority, or with any public department, agency or official of the State of New York of or any political subdivision thereof, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(b) Consultant covenants and agrees that:

(i) recognizing that time for completion of the Work is of the essence, Consultant shall perform all of its obligations hereunder in a prompt and workmanlike manner and in accordance with the time periods for the Work set forth herein;

(ii) the personnel assigned and any Subconsultant(s) used by Consultant in the performance of the Work hereunder shall be qualified in all respects for such assignment, employment and use;

(iii) Consultant, in the performance of the Work, shall utilize the most efficient available methodology and technology for the purpose of reducing the cost and time of such performance;

(iv) Consultant shall comply with the provisions of all Federal, State and local statutes, laws, rules, ordinances and regulations that are applicable to the performance of this Agreement;

(v) should any claim be made or any action be brought against the Owner that is in any way related to the Work, Consultant shall diligently render to Owner any and all assistance specified in Section 5 of this Agreement that may be required by Owner as a result thereof; and

(vi) Consultant shall not commit its personnel to, nor engage in, any other projects during the term of this Agreement to the extent that such projects may adversely affect the quality or efficiency of the Work or would otherwise be detrimental to the conduct and completion of the Work, and Consultant shall provide sufficient numbers of qualified personnel as shall be required to perform the Work in the time requested by Owner. Consultant shall comply with any reasonable request by Owner to remove and/or replace any of Consultant's personnel from the Project.

(c) The parties make mutual representations that to the best of their knowledge that any materials provided by either party for inclusion in the Work shall not infringe upon the copyright or trademark of any third party.

17. ***Indemnity***

To the fullest extent allowed by law: Coverage must apply to the Proposer's owned, hired, and non-owned vehicles and protect RIOC, 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, as additional insureds.

18. ***Confidentiality***

Consultant hereby agrees that data, recommendations, reports and other materials developed in the course of the Work, as well as all materials provided by Owner to Consultant during the Term of this Agreement, are strictly confidential between Consultant and Owner and except as specifically provided herein, Consultant may not at any time reveal or disclose such data, recommendations or reports in whole or in part to any third party without first obtaining written approval from Owner.

19. ***Modification***

This Agreement may not be modified, in whole or in part, unless in writing and executed by both the Authority and the Consultant.

20. ***Waiver***

Except as otherwise provided in Section 15 of this Agreement, the parties may waive any of their rights hereunder without invalidating this Agreement or waiving any other rights hereunder, provided, however, that no waiver of, or failure to enforce or exercise any provision of this Agreement shall affect the right of any party thereafter to enforce such provisions or to exercise any right or remedy in the event of any other breach or default, whether or not similar.

21. ***Severability***

If any term or provision of this Agreement or the application thereof to any person or entity, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remaining provisions of this Agreement, or the application of such terms or provisions to persons, entities or circumstances other than those as to which it is held to be invalid or unenforceable, shall in no way be affected thereby and each term or provision of this Agreement shall be valid and binding upon the parties, and enforced to the fullest extent permitted by law.

22. ***New York Law/Forum Selection/Jurisdiction***

This Agreement shall be construed under, and be governed by, the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this Agreement shall be litigated only in courts located within the County of New York. Consultant, any guarantor of the performance of its obligations hereunder ("Guarantor") and their successors and assigns hereby subject themselves to the jurisdiction of any state or federal court located within such county, waive the personal service of any process upon them in any action or proceeding therein and consent that such process be served by certified or registered mail, return receipt requested, directed to the Consultant and any successor at Consultant's address hereinabove set forth, to Guarantor and any successor at the address set forth in the instrument of guaranty, and to any assignee at the address set forth in the instrument of assignment. Such service shall be deemed made two days after such process is so mailed.

23. ***Provisions Required by Law***

Each and every provision of law and clause required by law to be included in this Agreement shall be deemed to be included herein, and this Agreement shall read and shall be enforced as though such provision(s) and/or clause(s) were so included.

24. ***Notices***

Any notice, approval, consent, acceptance, request, bill, demand or statement required or permitted to be given hereunder (a "Notice") from either party to the other shall be in writing and transmitted either:

(a) Via certified or registered United States mail, return receipt requested;
(b) By personal delivery; or
(c) By expedited delivery services.

In addition to one or more of the transmission methods listed above and in the interest of expediency, notices may be contemporaneously submitted by e-mail, but by which itself alone will not be deemed sufficient notice.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

Roosevelt Island Operating Corp.

Benjamin A. Jones

President/Chief Executive Officer

426 Main Street
New York, NY 10044
Benjamin.Jones@RIOC.ny.gov

With a copy to:

Lance Polivy

General Counsel
426 Main street
New York, NY 10044
Lance.Polivy@RIOC.ny.gov

[INSERT NAME OF CONSULTANT]

[insert contact info]

Either party may at any time change such address or add additional parties to receive a Notice by mailing, as aforesaid, to the other party a Notice thereof..

25. ***Approval and Use of Subconsultants***

(a) Except as specifically provided herein, Consultant shall not employ, contract with or use the services of any consultants, contractors or other third parties (collectively, "Subconsultants") in connection with the performance of its obligations hereunder without the prior written consent of Owner to the use of each such Subconsultant, and to the agreement to be entered into between Consultant and any such Subconsultant. Consultant shall inform Owner in writing of any interest it may have in a proposed Subconsultant. No such consent by Owner, or employment, contract, or use by Consultant, shall relieve Consultant of any of its obligations hereunder.

(b) Consultant shall be responsible for the performance of the Work of any Subconsultants engaged, including the maintenance of schedules, coordination of their Work and resolutions of all differences between or among Consultant and any Subconsultants. It is expressly understood and agreed that any and all Subconsultants engaged by Consultant hereunder shall at all times be deemed engaged by Consultant and not by Owner.

(c) The fees of any Subconsultant retained by Consultant to perform any part of the Work required under this Agreement shall be deemed covered by the compensation stipulated in Section 3 above. Consultant shall pay its Subconsultants in full the amount due them from the proportionate share of each requisition for payment submitted by Consultant and paid by Owner. Consultant shall make payment to its Subconsultants no later than seven (7) calendar days after receipt of payment from Owner. Consultant shall indemnify, defend and hold Owner harmless with respect to any claims against Owner based upon Consultant's alleged failure to make payments to Subconsultants for Work under this Agreement.

(d) Upon the request of Owner, Consultant shall cause any Subconsultant employed by the Consultant in connection with this Agreement to execute a copy of this Agreement, wherein such Subconsultant shall acknowledge that it has read and is fully familiar with the terms and provisions hereof and agrees to be bound thereby as such terms and provisions are or may be applicable to such Subconsultants.

26. ***Employment and Diversity***

26.1 *Participation by Minority and Women-Owned Business Enterprises*

(a) General Provisions

(i) Owner is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all 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.

(ii) Consultant agrees, in addition to any other nondiscrimination provision herein and at no additional cost to Owner, to fully comply and cooperate with Owner in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). Consultant's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.

(iii) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section 26.1(g) and such other remedies as are available to Owner.

(b) Contract Goals

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

(ii) For purposes of providing meaningful participation by MWBEs on the Agreement and achieving the MWBE Contract Goals established in Section 26.1(b)(i) hereof, Consultant should reference the directory of MWBEs at the following internet address: https://ny.newnycontracts.com.

(iii) Additionally, Consultant is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on this Agreement.

(iv) Consultant understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 30% of the total value of the contract.

(v) Consultant must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as Subconsultants and suppliers in the performance of this Agreement. Such documentation shall include, but not necessarily be limited to:

(A) Evidence of outreach to MWBEs;
(B) Any responses by MWBEs to Consultant's outreach;
(C) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
(D) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by Owner with MWBEs; and,
(E) Information describing specific steps undertaken by Consultant to reasonably structure the Work to maximize opportunities for MWBE participation.

(c) Equal Employment Opportunity ("EEO")

(i) The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to this Agreement.

(ii) In performing the Agreement, Consultant shall:

(A) Ensure that each Consultant and Subconsultant performing work on the Agreement shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(B) Consultant shall submit an EEO policy statement to Owner within seventy-two (72) hours after the date of the notice by Owner to award the Agreement to Consultant.

(iii) Staffing Plan. To ensure compliance with this Section, Consultant shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Agreement by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Consultant shall complete the staffing plan form (https://www.ogs.ny.gov/MWBE/Docs/EEO100.docx) and submit it as part of their bid or proposal or within a reasonable time, as directed by Owner.

(iv) Workforce Utilization Report

(A) Consultant shall submit a Workforce Utilization Report (https://its.ny.gov/sites/default/files/documents/eeo_workforce_utilization_report.xlsx) and shall require each of its Subconsultants to submit a Workforce Utilization Report, in such form as shall be required by Owner on a quarterly basis during the term of this Agreement.

(B) Separate forms shall be completed by Consultant and any Subconsultants.

(C) Pursuant to Executive Order #162, Consultants and Subconsultants are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

(v) Consultant shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Consultant and its Subconsultants 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.

(d) MWBE Utilization Plan

(i) Consultant represents and warrants that Consultant has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by Owner, through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that Consultant may arrange to provide such evidence via a non-electronic method to Owner, either prior to, or at the time of, the execution of the contract.

(ii) Consultant agrees to adhere to such MWBE Utilization Plan in the performance of the Work.

(iii) Consultant further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, Owner shall be entitled to any remedy provided herein, including but not limited to, a finding that Consultant is non-responsive.

(e) Waivers

(i) If Consultant, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, Consultant may submit a request for a waiver through the NYSCS, or a non-electronic method provided by Owner. Such waiver request must be supported by evidence of Consultant's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, Owner shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

(ii) If Owner, upon review of the MWBE Utilization Plan, quarterly MWBE Consultant Compliance Reports described in Section 26.1(c)(iv)(C), or any other relevant information, determines that Consultant is failing or refusing to comply with the MWBE Contract

Goals, and no waiver has been issued in regards to such non-compliance, Owner may issue a notice of deficiency to Consultant. Consultant must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Consultant is required to submit a quarterly MWBE Consultant Compliance Report through the NYSCS, provided, however, that Consultant may arrange to provide such report via a non-electronic method to Owner by the 10^{th} day following the end of each quarter during the term of the Agreement.

(g) Liquidated Damages - MWBE Participation

(i) Where Owner determines that Consultant is not in compliance with the requirements of this Section 26.1 and Consultant refuses to comply with such requirements, or if Consultant is found to have willfully and intentionally failed to comply with the MWBE participation goals, Consultant shall be obligated to pay to Owner liquidated damages.

(ii) Such liquidated damages shall be calculated as an amount equaling the difference between:

(A) All sums identified for payment to MWBEs had Consultant achieved the contractual MWBE goals; and

(B) All sums actually paid to MWBEs for work performed or materials supplied under the Agreement.

(iii) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by Owner, Consultant shall pay such liquidated damages to Owner within sixty (60) days after they are assessed. Provided, however, that if Consultant has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to Consultant following the complaint process.

26.2 *Participation by Service-Disabled Veteran-Owned Businesses*

(a) General Provisions

Article 3 of the New York Veterans' Services Law and related regulations provides for more meaningful participation in public procurement by New York State-certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. Owner 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 Owner 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, Consultants are expected to consider SDVOBs in the fulfillment of the requirements of the Agreement. Such participation may be as Subconsultants or suppliers, as protégés, or in other partnering or supporting roles.

(b) Contract Goals

(i) Owner hereby establishes an overall goal of **6%** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Consultant should reference the directory of New York State Certified SDVOBs found at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. Questions regarding compliance with SDVOB participation goals should be directed to the designated contact, Amy Firestein Rfpbids@rioc.ny.gov or to such other individual as may be designated by Owner. Additionally, following execution of this Agreement, Consultant 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 Agreement.

(ii) Consultant must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see Section 26.2(d) below).

(c) SDVOB Utilization Plan

(i) In accordance with 9 NYCRR § 252.2(i), Consultants are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 (https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_100_Utilization_Plan.docx) with their bid.

(ii) The Utilization Plan shall list the SDVOBs that Consultant intends to use to perform the Work, a description of the Work that Consultant intends the SDVOB to perform to meet the goals on the Agreement, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Work the SDVOB will perform. By signing the Utilization Plan, Consultant 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 modifications or changes to the agreed participation by SDVOBs after the contract award and during the term of the Agreement must be reported on a revised SDVOB Utilization Plan and submitted to Owner.

(iii) Owner will review the submitted SDVOB Utilization Plan and advise the Consultant of Owner acceptance or issue a notice of deficiency within 20 days of receipt.

(iv) If a notice of deficiency is issued, Consultant agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to Owner a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by Owner to be inadequate, Owner shall notify Consultant and direct the Consultant to submit, within five business days of notification by Owner, a request for a partial or total waiver of SDVOB participation goals on Form SDVOB 200 (https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_200_Waiver_Form.docx). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(v) Owner may disqualify a Consultant's bid or proposal as being non-responsive under the following circumstances:

(A) If Consultant fails to submit an SDVOB Utilization Plan;
(B) If Consultant fails to submit a written remedy to a notice of deficiency;
(C) If Consultant fails to submit a request for waiver; or
(D) If Owner determines that Consultant has failed to document good faith efforts.

(vi) Consultant certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Agreement pursuant to the prescribed SDVOB contract goals set forth above.

(vii) Consultant 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, Owner shall be entitled to any remedy provided herein, including but not limited to, a finding of Consultant non-responsibility.

(d) Waivers

(i) Prior to submission of a request for a partial or total waiver, Consultant shall speak to the designated contact, Amy Firestein Rfpbids@rioc.ny.govor to such other individual designated by Owner, for guidance.

(ii) In accordance with 9 NYCRR § 252.2(m), a Consultant that is able to document good faith efforts to meet the goal requirements, as set forth in Section 26.2(e) below, may submit a request for a partial or total waiver on Form SDVOB 200 (https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_200_Waiver_Form.docx), accompanied by supporting documentation. Consultant 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 Owner at that time, the provisions of Section 26.2(c)(iii), (iv) and (v) will apply. If the documentation included with the Consultant's waiver request is complete, Owner shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

(iii) Consultant shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Work. Requests for a partial or total waiver of established goal requirements made subsequent to award of the Agreement may be made at any time during the term of the Agreement to Owner, but must be made no later than prior to the submission of a request for final payment.

(iv) If Owner, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report determines that Consultant is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, Owner may issue a notice of deficiency to the Consultant. The Consultant 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 Owner.

(e) Required Good Faith Efforts. In accordance with 9 NYCRR § 252.2(n), Consultants must document their good faith efforts toward utilizing SDVOBs on the Agreement. Evidence of required good faith efforts shall include, but not be limited to, the following:

(i) Copies of solicitations to SDVOBs and any responses thereto.

(ii) Explanation of the specific reasons each SDVOB that responded to Consultants' solicitation was not selected.

(iii) Dates of any pre-bid, pre-award or other meetings attended by Consultant, if any, scheduled by Owner with certified SDVOBs whom Owner determined were capable of fulfilling the SDVOB goals set in the Agreement.

(iv) Information describing the specific steps undertaken to reasonably structure the Work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

(v) Other information deemed relevant to the waiver request.

(f) Monthly SDVOB Consultant Compliance Report

In accordance with 9 NYCRR § 252.2(q), Consultant is required to report Monthly SDVOB Consultant Compliance to Owner during the term of the Agreement for the preceding month's activity, documenting progress made towards achieving the SDVOB goals. This information must be submitted using form SDVOB 101 available at https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_101_Monthly_Compliance%20_Report.docx and should be completed by the Consultant and submitted to Owner, by the 10th day of each month during the term of the Contract, for the preceding month's activity to sarah.wang@rioc.ny.gov and amy.firestein@rioc.ny.gov or to such other individual designated by Owner.

(g) Breach of Contract and Damages

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

27. ***Responsibility***

(a) Consultant shall at all times during the Term of this Agreement remain responsible. Consultant agrees, if requested by Owner or Owner's 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.

(b) Owner or Owner's designee, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question Consultant's responsibility. In the event of such suspension, Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Consultant must comply with the terms of the suspension order. Activity under the Agreement may resume at such time as Owner or its designee issues a written notice authorizing a resumption of performance under the Agreement.

(c) Upon written notice to Consultant, and a reasonable opportunity to be heard with appropriate officials or staff of Owner, this Agreement may be terminated by Owner or Owner's designee at Consultant's expense where Consultant is determined by Owner or its designee to be non-responsible. In such event, Owner or its designee may complete the contractual requirements in any manner it deems advisable, and pursue available legal or equitable remedies for breach.

28. ***Interest of Others***

Nothing in this Agreement shall be construed to give any person other than Owner and Consultant any legal or equitable right, remedy or claim. This Agreement shall be held to be for the sole and exclusive benefit of Owner and Consultant.

29. ***Executory Contract***

It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available to Owner and no liability on account thereof shall be incurred by Owner beyond monies available for the purpose thereof. In no event shall any claim be asserted under this Agreement by Consultant or any Subconsultant against any member, officer, employee, lessee, consultant or agent of Owner or the State of New York. By execution of this Agreement, Consultant agrees to look solely to Owner with respect to any claim that may arise.

30. ***Participation in International Boycott Prohibited***

Consultant agrees, as a material condition of this Agreement, that neither Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated or 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, as amended, or the Regulations of the United States Department of Commerce promulgated thereunder. This Agreement shall be rendered forfeited and void by the Comptroller of the State of New York if, subsequent to execution, such person, firm, partnership or corporation has been convicted of a violation of the provisions of either of such federal acts or such Regulations or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated the provisions of either of such federal acts or such Regulations.

31. ***MacBride Fair Employment Principles***

If the amount payable to Consultant under this Agreement is greater than $15,000, Consultant hereby certifies that it and/or any individual or legal entity in which it holds a 10% or greater ownership interest, and any individual or legal entity that holds a 10% or greater ownership in it, either have no business operations in Northern Ireland, or shall take lawful steps in good faith to conduct any business operations they have 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, as set forth in Section 165(5) of the New York State Finance Law, and shall permit independent monitoring of their compliance with such Principles.

32. ***Limitation Periods***

Any legal action or proceeding against Owner must be commenced no later than one (1) year after the earlier of: (a) the termination of this Agreement, or (b) the last day Consultant performed work physically at the site of the Work.

33. ***Iran Divestment Act***

By signing this Agreement, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

34. ***Termination for Failure to Disclose Under NYS Finance Law §139k***

Owner reserves the right to terminate this Agreement in the event it is found that the certification filed by Consultant pursuant to New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, Owner may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this contract.

35. ***Comptroller's Approval***

If this contract is considered an eligible contract as defined by Title 2 of NYCRR Part 206, it is subject to the New York State Comptroller's approval, and therefore shall not be valid and enforceable until that approval has been obtained. A contract is considered "eligible" as defined by Title 2 of NYCRR Part 206, if it is not a specifically exempt contract, is executed by a state authority on or after March 1, 2010 where the aggregate consideration under the contract may reasonably be valued in excess of one million dollars, AND the contract is either (1) awarded on a single-source basis, sole-source basis or pursuant to any other method of procurement that is not a competitive procurement OR (2) supported in whole or part with funds appropriated from the Community Projects Fund (007) or from the State of New York.

36. ***Binding Contract***

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

37. ***Counterparts***

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument, but the Agreement shall not be deemed effective unless signed by all parties.

38. *Section Headings*

Section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this Agreement and shall not otherwise be given legal effect.

39. *Subordination of Terms in the Exhibits*

In the event of a conflict of terms, the terms stated in Sections 1-39 herein, shall take precedence over and shall prevail over any printed, typed, or handwritten terms located in the Exhibits.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ROOSEVELT ISLAND OPERATING CORPORATION

By: ______________________________________

Name: Benjamin A. Jones ___________________

Title: President and CEO ___________________

Date: ____________________________________

[Consultant's Name]

By: ______________________________________

Name: ____________________________________

Title: _____________________________________

FEIN# __-_________

Date: ____________________________________

ACKNOWLEDGMENT FOR CONSULTANT

STATE OF)
) SS.:
COUNTY OF)

On this _____day of _________________20___, before me personally appeared ____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he resides at
____, in the City of ____________________, in the County of _______________________, in the State of ____________________; and further that s/he:

*[Mark an **X** in the appropriate box and complete the accompanying statement.]*

☐ (*If an individual*): executed the foregoing instrument in her/his name and on her/his own behalf.

☐ (*If a corporation*): is the ____of ____, the corporation in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (*If a partnership*): is the ____of ____, the partnership described in said instrument; that, by the terms of said partnership s/he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (*If a limited liability company*): is a duly authorized member of ____LLC, the limited liability company described in said instrument; that, s/he is authorized to execute the foregoing instrument on behalf of the limited liability company for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

____
Notary Public

EXHIBIT A

General Scope of Work:

Consultants will provide RIOC with Real Estate Advisory and/or Consultant Services (the “Work”) on an as-needed basis at the Authority’s discretion in accordance with its needs at any given time. Work to be assigned
under this Contract may include, but shall not be limited to, all or a portion of the following advisory, evalua tive, and technical services (each of the numbered categories one through nine, a “Category” as defined in the RFP):

1. Real Estate Advisory and/or Consulting Services
a. Transaction Management including:
- Supporting RIOC in devising, evaluating, and negotiating business terms in its real estate transactions involving long-term residential and commercial ground leases and providing project management services with respect thereto;
- Formulation of guidance on the structuring of requirements and protocols related to environmentally sustainable and climate resilient design and operations for ground leased properties; and
- Developing narratives to support engagement and negotiations with key stakeholders and attending and participating in meetings with key stakeholders.

b. Financial Analysis including:
- Market and feasibility Analysis such as:
- Examining market conditions for land values in New York City – focusing on the residential, retail, and office uses that predominate within Roosevelt Island – and trends such as changes in rents, sale prices, vacancy, and the rate of absorption;
- Real estate market data, analytics and forecasting;
- Preparation of economic impact and cost/benefit analyses, feasibility reports, and any other real estate related reports, diagrams, demonstrations, or other documentation that RIOC may require; and
- Providing brokerage services to RIOC.
- Evaluating assessments, tax abatements and tax rates for residential and commercial properties;
- Analyzing the impact of potential public policy initiatives that RIOC may desire to implement from time to time;
- Assessing structures and valuations for ground leases, relative to land sales, and evaluating recent trends in ground leases within New York City;
- Developing pro forma to test the value and financial implications of various proposals regarding RIOC’s ground leases;
- Preparing revenue forecast reports in connection with municipal bond offerings, and making presentations of such reports; and
- Design strategic and alternative valuation solutions.

c. Arbitration/Litigation Support.

2. Commercial Real Estate Brokerage Services including Property Marketing.
3. Real Estate and/or Property/Fixture Appraisal Services (professional license/certification required).
4. Affordable Housing Advisory Services including strategies for the provision of affordable housing in Roosevelt Island, including mechanisms for implementation, enforcement, home-ownership, and financing.

a. Advice pertaining to zoning opinions and letters, and advising on the public trust doctrine.

5. Ground Lease Reporting and Analysis including:

a. Portfolio and Asset-Level Reporting;
b. Property Condition Assessments; and
c. Risk Analysis.

Any of the foregoing shall include attendance at meetings and telephone conferences as necessary. Meetings may be held in person or virtual at RIOC's discretion.

Retained Respondents may generally be asked to assist RIOC with real estate 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, drafting, and commenting on documents, making presentations, and providing clarity in response to specific RIOC questions.
RIOC reserves the right to request assistance from any or all Respondent s 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 Respondent s during the term of the contract. Respondents are responsible for tracking hours worked on each matter and submitting detailed invoices to the Authority as per the contract to be issued.

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

RIOC strongly encourages Respondent s that are certified by New York State as minority- and women-owned business enterprises ("MWBE") or service-disabled veteran-owned businesses ("SDVOB"), as well as Respondent s that are not yet certified, but have applied for certification, to submit responses to this RFP.

EXHIBIT B

PROCEDURE FOR ASSIGNMENT OF WORK

A. <u>Consultant Receipt of Job Notification</u>

As the need for real estate advisory services arises, RIOC may prepare and issue a notification ("the Job Notification") to one or more of the Consultants. The Job Notification shall set forth the scope of work needed for an individual work assignment (hereafter, a "Job"), to a level of detail that befits the complexity of the particular Job. A Job Notification may add to, or eliminate, any of the General Scope Requirements listed in Exhibit A to the Agreement, or any specific requirements of the Job Order Contract, as may be appropriate in RIOC's estimation for a particular Job. However, in the absence of an express exclusion of contract terms, all terms, provisions and requirements of the Job Order Contract and all General Scope Requirements will apply.

B. *Consultant Response to Job Notification*

1. Upon receipt of a Job Notification, the Consultant shall submit a written response (the "Response") , within forty-eight (48) hours of such Job Notification, unless (i) it is an urgent matter that requires a more immediate response, as determined by RIOC; or, (ii) RIOC permits the Consultant to take additional time to prepare its response.

2. The Consultant's Response shall constitute a proposal for the Project Services that shall include the following components: a) a projected work schedule; b) an estimate of the total number of projected work hours required for the assignment or a fixed fee; c) a list of staff to be assigned to the Job if hourly arrangement, along with the actual hourly rate (or pro-rated equivalent for salaried employees) (the "Actual Rate of Pay") of each team member; and d) a not-to-exceed total cost (i.e., a maximum price) for the performance of all work disclosed in and/or implied by the Job Notification.

3. Failure to respond to a Job Notification, , or to submit a Job Proposal within the timeframes referenced above, unless an extension is approved in advance and in writing by RIOC, more than five (5) times during the course of the Consultant's Contract term shall be grounds for termination of such Consultant's Contract for cause by RIOC.

C. *RIOC Selection of Contractor and Assignment of Work*

1. RIOC, upon receipt of one or more Job Proposals, shall assign the Job to one of the responding Consultants on a best value basis.

2. Prior to assignment, RIOC reserves the right to negotiate with one or more Consultants to obtain the best value, including making minor changes to the scope of the Job Order work, or requesting revisions to one or more Consultant's approach plans.

3. RIOC shall consider the following factors in an award of a Job:

- The expertise of the Consultant as relevant to the Job;
- The Consultant's Rates and Multiplier, as identified in its Response and the Agreement's Rate Sheet;
- The availability and experience of the Consultant's assigned employees;
- The amount of other RIOC work assigned to the Consultant; and
- The Consultant's proposed and historical compliance with M/WBE and SDVOB goals of the Job Order Contract.

4. RIOC may utilize the Consultant's Response and Approach Plan to assess the Consultant's expertise and the experience of its assigned employees. In assigning Jobs, RIOC reserves the right to take into account Consultant's prior poor performance or lack of responsiveness in connection with other Job Order Services.

5. RIOC further reserves the following rights with respect to the assignment of any Job under this Contract:

- To reject any or all Job Proposals received in response to a Job Notification;
- To issue a Job Order to any of the Consultants submitting a Job Proposal, in whole or in part;
- To seek clarifications and/or revisions of and Job Proposal;
- To negotiate with one or more Consultants regarding the scope and/or price of the Job;
- To make revisions to the scope of any Job and/or Job Notification either before or following receipt of Job Proposals.

6. Upon selection of a Consultant, RIOC shall issue a Job Order to the Consultant. The Job Order will be substantially in the form annexed to the Agreement as Exhibit C. Notwithstanding the foregoing, RIOC shall have the right, in its sole discretion, to amend, supplement, or otherwise depart from the form of Job Order as it deems appropriate for each individual job. .

D. ***Performance of Work***

1. The Consultant shall perform all work specified in the Job Order, in accordance with the specific scope of work set forth in the Job Order, and the General Scope Requirements set forth in Exhibit A to the Agreement, unless expressly excluded in the Job Notification and/or Job Order.

EXHIBIT C

FORM OF JOB ORDER

THIS JOB ORDER is issued as of the [ ] day of [ ], 20[ ] by Roosevelt Island Operating Corporation ("RIOC") having an office at 426 Main street, New York, 10044, and hereby accepted by [ ] ("Consultant") having an office at [ ]. Except as expressly provided herein, all of the provisions contained in the Agreement dated as of [ ], 20[ ]are incorporated by reference in their entirety herein and shall be deemed to be a part of this Job Order to the same extent as if such provisions had been set forth in full herein. Except as otherwise indicated, terms defined in the Agreement shall have the same meanings as originally set forth therein.

RIOC and Consultant hereby agree as follows:

ARTICLE 1 - WORK

Consultant shall provide all work (the "Job Order Work") required by the Job Scope of Work attached hereto as Exhibit A (the "Job"), including furnishing all labor, equipment and materials necessary to perform the Work. Unless expressly excluded by Exhibit A, all General Scope Requirements set forth in Exhibit A to the Agreement are incorporated here by reference.

Consultant's performance of the Work shall conform to the Consultant's Response and Approach Plan attached hereto as Exhibit B.

Consultant confirms by its execution of this Job Order to ensure there are no known or avoidable conflicts which would delay completion or accomplishment of the Job Order Work.

RIOC reserves the right to increase or decrease the quantity and scope of any item or portion of the Job Order Work, or to omit any item or portion of the Job Order Work as determined by RIOC. If appropriate, the Job Order price shall be adjusted according to the provisions of Article 4 of the Agreement.

ARTICLE 2 - JOB CONTRACT PRICE

Subject to the provisions of Section 2 of this Agreement.,

ARTICLE 3 – JOB COMPLETION DATE

Subject to the provisions of the Contract Documents, Consultant shall complete the Job Order Work by [insert completion date] (the "Job Completion Date").

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

Consultant hereby represents and warrants to RIOC that this Job Order is duly authorized, signed and delivered by Consultant, and that the representations and warranties set forth in the Job Order Construction Agreement are true and correct as of the date hereof.

ARTICLE 5 –ADDITIONAL TERMS

[*INSERT ANY ADDITIONAL TERMS]*

Roosevelt Island Operating Corporation

By: ___________________________________

Name: Benjamin A. Jones

Title: President & CEO

Agreed and Accepted:

[CONSULTANT]

By: ___________________________________

Name: ___________________________

Title: ____________________________

FEIN # [ ]

Exhibit A to Job Order Job

Scope of Work

[Insert Job Scope of Work]

EXHIBIT D

RATES

[SEE ATTACHED]

EXHIBIT E

FORM OF TIME SHEET

Employee Name/Title	Date of Work	# of Hours	Actual Rate of Pay	Multiplier	Total Amount Earned	Summary of Work Performed*

Supervisor Signature: ________________________________

Title: ____

- All alleged Extra Work must be separately tracked and identified/described in *Summary of Work Performed* column.

Exhibit 4 – RIOC Board of Directors and RIOC Employees

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	Dhruvika	Amin
3	Anthony	Amoroso
4	Justin	Andujar
5	Michael	Argenzio
6	Steven	Ayala
7	Rebecca	Beaver
8	Govind	Bedasie
9	Miguel	Beltre
10	Noemi	Bisnauth
11	Abdelkader	Boujoual
12	Katlyn	Brown
13	Kevin	Brown
14	Nevaeh	Brown
15	Timothy	Burns
16	Diana	Castellanos
17	Iris	Chan
18	Wanda M.	Coleman
19	Mary	Cunneen
20	Enrique	DaCosta
21	Bryant	Daniels
22	Adam	De Leeuw

RFP Panel for Real Estate Advisory and Consulting Services - August 2026

23	Patrick	DeCanio
24	Ronald	Dioquino
25	Nicholas	Dones
26	Suzanne	Dooley
27	Andrew	Feely
28	Tory	Ferguson
29	Claudia	Filomena
30	Amy	Firestein
31	Anita	Fisher
32	Philip	Flynn Jr.
33	Steven	Friedman
34	Riammy	Hernandez
35	Isaiah	Holman
36	Mohammad	Hoque
37	Daniel	Impellizeri
38	Thomas	Imperati
39	Benjamin	Jones
40	Kasheen	Key
41	Emma	Lentchner
42	Wei Lin	Looi
43	Franklyn	Luciano
44	Meagen	Martinez
45	Cormac	Mason
46	Ellena	McKnight-Breazu
47	Ana	Medina
48	Kiara	Melendez
49	Angel	Miranda
50	Aida	Morales
51	Diana	Morales
52	Joshua	Morales
53	Joseph	Natale
54	Charles	Naylor
55	Matthew	Nyoto
56	Marta	Olszewska
57	Mehdi	Omrani
58	Nestor	Ortiz
59	Stephanie	Patino
60	Eddie	Perez
61	Jeugee	Perez

62	Steven	Perez
63	Joseph J.	Petrone
64	Lance	Polivy
65	Iris	Pumarejo
66	Tara	Ramprashad
67	Julia	Raysor
68	Ian	Remor
69	Rachel	Remor
70	Luz M.	Reyes
71	Felix	Riascos
72	Luisana	Rodriguez
73	Ameerah	Saleh
74	Alvaro	Santamaria
75	Leonela	Startseva
76	Lada	Stasko
77	Estrella	Suarez
78	Alexzandra	Tatum
79	Yakov	Trukhin
80	Melisa	Villanueva
81	Shanshan	Wang
82	Dantae	Warren
83	Zaire	Williams
84	Judith	Agosto
85	Christopher	Alexander
86	Alex	Banashko
87	Richard	Bracy
88	Britton	Braithwaite
89	Christopher	Brown
90	Minham	Cader
91	Walter	Campbell
92	David	Cass
93	Ryan	Collins
94	Elvis	De La Cruz
95	Yolanda	Delgado
96	Oscar	Godoy
97	Marco	Gonzalez
98	Claude A.	McFarlane
99	Manuel	Melendez
100	Bryan	Merino

RFP Panel for Real Estate Advisory and Consulting Services - August 2026

101	Alex	Perez
102	Matthew	Richardson
103	Roberto	Rivera
104	Nicko	Simpson
105	Alberto	Siqueira
106	Sonam	Tenzin
107	Xubin	Yang
108	Desmal	Body
109	Mostafa	Boujoual
110	Clydell T.	Dickens
111	Bryson	Lyle
112	Michael	McShane
113	Luis	Ruiz
114	Sean	Smith
115	Nelson	Soltren
116	Toni	Tinoco
117	James	Williams
118	Russell	Wimberly
119	Akbar	Afgan
120	Mohamed	Amor
121	Leonard	Bunbury
122	Steven A.	Cohen
123	Jovy	Darbouze
124	Jeanty	De La Rosa Soto
125	Jennyreet	Delarosa Soto
126	Dervirael	DeLeon
127	William	Dentone
128	Moussa	Fall
129	Michelle	Farfan
130	Erewil	Ferreira
131	Christian	Ferrer
132	Luis	Fonseca
133	Adrian	Frometa
134	Michael	Gonzalez
135	David	Greene
136	Joshua	Greene
137	Sariah	Hammond
138	Pablo	Heras
139	Julio	Jimenez

140	Zeyana	Jones
141	Christopher	LaSalle
142	Jeffrey	Laszczych
143	Lisa	Lin
144	Rodell	Lindsey
145	Vitaliy	Lopadchak
146	Precious	Mack
147	Sarwar	Miah
148	Gabriella	Mingo
149	Michael	Morales
150	Ava	Narchet
151	Johnathan	Neal
152	Brian	Ortiz
153	Shane	Oxley
154	Samantha	Palma
155	Christina	Paula
156	Averrion	Peterson
157	Isaiah	Pumarejo
158	Justin	Ridgel
159	Hilda	Rivera
160	Sharese	Samuel
161	Arielis	Villalona
162	Andrew	Brown
163	Francisco	Demers
164	Julian	Frerichs
165	Eric	Langerman
166	Juseong	Lee
167	Mariella	Nunez
168	Stephanie	Perez
169	Miguel	Rodriguez
170	Steven	Sanchez
171	Angel	Santos
172	Cleopatra	Sweeney
173	Emeraldjean	Teal-Jackson
174	Jada	Tom

Exhibit 5 – Insurance Coverage

1) General Requirements
The total cost of the required insurance listed in paragraphs 2) and 3) below, must be incorporated into the Cost Proposal. The additional insured protection afforded RIOC must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of RIOC, no policies may contain any limitations / exclusions for New York Labor Law claims.

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.

2) 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: (i) as a condition precedent to the award of the contract for the Project; and (ii) continuing throughout the entire Term. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in RIOC's sample form of contract attached.

- 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 which must apply on a per location / per project basis

RIOC 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 Sub-contractors.

- Workers' Compensation, Employer's Liability, and Disability Benefits shall not be less than statutory limits.
- Professional Liability ("Errors & Omissions") Insurance must be maintained at a limit of not less than $3,000,000 each claim.

3) Insurance Requirements for all Subconsultants
Any subconsultant(s) utilized by the selected Proposer will be required to obtain the types and amounts of insurance listed below: (i) as a condition of commencing any Work; and (ii) continuing throughout the duration of the subcontractor's Work. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in RIOC's sample form of contract attached:

- 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 which must apply on a per location / per project basis

RIOC must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by all Sub-consultants.

- 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 Sub-consultant.
- Sub-consultants will also be required to obtain all other insurances listed in Section (2) unless otherwise approved in writing by RIOC prior to commencement of any Sub-consultant's work.

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.

<u>Attachment A – Bid Proposal Form</u>

COMPLETE this financial fee proposal form in full. **<u>Do not change the format</u>**. Failure to complete the financial proposal or Respondent changes to the format may result in the disqualification of your proposal. You may submit a supplemental page if needed to describe any non-hourly fee rate proposal.

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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 (Respondent to submit)
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 Respondent Form Attachment
13. MACBRIDE FAIR EMPLOYMENT PRINCIPLES
14. Vendor Responsibility Questionnaire
15. Lobbying Form